Autodesk, Inc., a Delaware corporation with a principal place of business at 111 McInnis Parkway, San Rafael, California, and its subsidiaries (collectively, "Autodesk") makes information, products, and services available on this website (the “Site”), subject to the following terms and conditions ("Terms"). If you would like to view more information about us, or would like to contact us in relation to the Site, please visit http://usa.autodesk.com/adsk/servlet/item?siteID=123112&id=304463.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE. BY ACCESSING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT USE THE SITE.

“You” or “your” means you personally (i.e., the individual who reads and agrees to be bound by these terms), and, if you access this Site on behalf of a corporation or other legal entity (including, but not limited to, a partnership, LLC or LLP), collectively, you and such corporation or other legal entity on whose behalf you access the Site.

No charge is made for your use of the Site (unless otherwise stated), although you should be aware that charges for Internet use may apply at rates determined by your provider. Autodesk reserves the right to change the products, services, prices, and programs mentioned in this Site, at any time, at its sole discretion.

Further, your use of this Site is subject to those additional terms and conditions provided by Autodesk and, subject to Autodesk's sole discretion, applicable to certain information, products, and services offerings available through this Site. Such additional terms and conditions include, but are not limited to, license agreements, supplementary user agreements, and the Privacy Policy and Consent for Linking (collectively, "Additional Terms"). The Additional Terms are hereby incorporated by reference into these Terms (if there is any conflict between the Additional Terms and these Terms, the Additional Terms shall prevail with respect to the subject matter of such Additional Terms).

Autodesk reserves the right to change these Terms, and provide you with notice of such change by posting the revised draft of the Terms on the Site or by other reasonable means selected by us. You can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the top of these Terms. Your continued use of the Site after such changes will indicate your acceptance of such changes.

Autodesk further reserves the right to seek all remedies available by law and in equity for any violation of these Terms. Any rights not expressly granted herein are reserved by Autodesk.

1. Eligibility. If you are using this Site on behalf of a corporation or other legal entity, you represent that you are authorized to accept these terms and conditions on behalf of such corporation or other legal entity. Further, you acknowledge that you are 13 years of age or older, and, if under the age of 18, are using this Site under the active supervision of a parent, legal guardian, or other responsible adult. Individuals who are under the age of majority in their jurisdiction are not allowed to use this Site or transmit or otherwise submit personally identifiable information to Autodesk.

2. Terms Applicable to Corporations. The following terms and conditions apply specifically to any corporation or other legal entity that is subject to these Terms: You agree to require each of your employees to be bound by the terms and conditions of these Terms and you agree to remain responsible and liable for all acts and omissions of your employees in connection with the Site, including any breaches of these Terms. All references to your access and/or use of the Site herein include access and/or use of the Site by your employees. You agree that each of your employees is responsible for maintaining the confidentiality of any password that such employee may use to access the Site, and you agree not to let any employee transfer a password or user name, or lend or otherwise transfer use of or access to the Site, to other employees or any third party. If an employee leaves your employ, or if you wish to disable an employee’s access to the Site, you are responsible for any such changes. You are
fully responsible for all interaction with the Site that occurs in connection with passwords or user names associated with your employees (including any former employees).

3. **U.S.-Based Website.** The Site is controlled and operated by Autodesk from the United States, and, except as expressly set forth herein, is not intended to subject Autodesk to the laws or jurisdiction of any state, country or territory other than that of the United States. Autodesk does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to U.S. export controls and are responsible for any violations of such controls, including any U.S. embargoes or other federal rules and regulations restricting exports. Autodesk may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction Autodesk chooses, at any time and in Autodesk's sole discretion.

4. **Information Submitted Through the Site.** Your submission of information through the Site is governed by Autodesk's Privacy Policy, which is located at [http://usa.autodesk.com/company/legal-notices-trademarks/privacy-policy](http://usa.autodesk.com/company/legal-notices-trademarks/privacy-policy) (the "Privacy Policy") and is hereby incorporated into these Terms by this reference. You represent and warrant that any information that you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information that you provide is or becomes false, inaccurate, obsolete or incomplete, Autodesk may terminate your use of the Site.

5. **Registration; User Names and Passwords.** You may be required to register with Autodesk in order to access certain areas of the Site. With respect to any such registration, Autodesk may refuse to grant you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that personally identifies you; that violates the intellectual property or other rights of any person; that is offensive; or that Autodesk rejects for any other reason in Autodesk's sole discretion.

Your user name and password are for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interaction with the Site that occurs in connection with your password or user name. You agree to notify Autodesk immediately of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you "log off"/exit from your account with the Site (if applicable) at the end of each session. Autodesk is not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

6. **Purchases.** If you wish to purchase our products and services, for your convenience, we may provide links on the Site to a web store where you can make such purchases. Please be aware that the web store may be hosted on the Site or on a sub-domain of the Site, but is operated by a third party, and is governed by such third party’s website terms and conditions, not by these Terms and for which Autodesk is in no way responsible or liable. We encourage you to read the terms and conditions of the web store prior to making any purchases. These Terms do not govern, and we are not responsible or liable for, your interaction with such web store. Please see Section 12 below for more information on links provided on the Site.

7. **Software.** Any software that is made available to download by or through this Site ("Software") is the copyrighted work of Autodesk, its suppliers and/or its licensors. Use of the Software may be governed by the terms of the end user license agreement or other agreement applicable to the Software (each, a “License Agreement”). You may not install any Software that is accompanied by or includes a License Agreement unless you have agreed to the applicable License Agreement terms.

The Software is made available for downloading solely for use by end users in accordance with the License Agreement and/or these Terms. Except to the extent expressly permitted in any applicable License Agreement, or expressly authorized under applicable law overriding any of the following restrictions, you agree that you will not sell, lease, lend, convey, transmit, modify, adapt, translate,
prepare derivative works from, decompile, reverse engineer, disassemble or attempt to derive source code from the Software.

Any reproduction, redistribution or other use or exploitation of the Software not in accordance with the License Agreement and/or these Terms is expressly prohibited by law, and may result in civil and criminal penalties. Violators will be prosecuted to the maximum extent permitted under law and equity.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY ANY LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

Any Software and documentation for such Software that are downloaded from this Site for or on behalf of an agency or instrumentality of the United States Government are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software and such documentation are governed by the terms and conditions set forth in these Terms.

8. Proprietary Rights. The information and materials made available through the Site, including the Software, are and shall remain the property of Autodesk, its subsidiaries, affiliates, licensors and/or suppliers, and are protected by copyright, trademark, patent, and/or other proprietary rights and laws. Subject to your compliance with these Terms, solely for so long as you are permitted by Autodesk to access and use the Site, and provided that you keep intact all copyright and other proprietary notices, you may (a) view any content on the Site to which we provide you access hereunder on any single computer solely for personal, informational, non-commercial purposes, and (b) download and print one (1) copy of materials that Autodesk specifically makes available for downloading (such as white papers) (the "Documents") from this Site solely for personal, informational, non-commercial purposes, provided that the Documents may not be modified or altered in any way. You may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, rent, lease, modify, loan, sell, distribute, or create derivative works based (whether in whole or in part) on, the Site or any information from this Site, in whole or in part, without the express prior written authorization of Autodesk. Elements of the Site are protected by copyright, trade dress, trademark, unfair competition, and/or other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound, or image from the Site may be copied or retransmitted unless expressly permitted in writing by Autodesk. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Autodesk’s or its affiliates’ or suppliers’ trade names, trademarks or service marks without Autodesk’s express prior written consent.

9. Disclaimer of Warranties. AUTODESK AND/OR ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES MAKE NO REPRESENTATIONS ABOUT THE SITE, ANY PRODUCTS AND SERVICES CONTAINED ON THE SITE OR THE SUITABILITY OF THE INFORMATION CONTAINED IN THE MATERIALS, INFORMATION, CONTENT, DOCUMENTS, AND RELATED GRAPHICS PUBLISHED ON THIS SITE FOR ANY PURPOSE. THE SITE, ANY PRODUCTS OR SERVICES (INCLUDING WITHOUT LIMITATION, THIRD PARTY PRODUCTS AND SERVICES) OBTAINED THROUGH THE SITE, AND ALL SUCH INFORMATION, CONTENT, DOCUMENTS, AND RELATED GRAPHICS ARE PROVIDED FOR YOUR USE AT YOUR OWN RISK AND "AS IS" WITHOUT WARRANTY OF ANY KIND. AUTODESK AND/OR ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS SITE, SUCH PRODUCTS AND SERVICES AND SUCH INFORMATION, CONTENT, DOCUMENTS, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

PLEASE NOTE THAT THE LICENSE AGREEMENT APPLICABLE TO ANY SOFTWARE AVAILABLE THROUGH THE SITE MAY CONTAIN EXPRESS (BUT NOT IMPLIED) WARRANTIES APPLICABLE TO SOFTWARE, WHICH WILL GOVERN THAT PARTICULAR SOFTWARE. EXCEPT AS EXPRESSLY WARRANTED BY AUTODESK IN SUCH LICENSE AGREEMENT, THE SOFTWARE IS GOVERNED BY
THE DISCLAIMER OF WARRANTIES SET FORTH IN THE PREVIOUS PARAGRAPH OF THIS SECTION 10.

10. Limitation of Liability. IN NO EVENT SHALL AUTODESK AND/OR ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER IN AN ACTION OF EQUITY, CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SITE, ANY PRODUCTS AND SERVICES AVAILABLE THROUGH THE SITE, ANY SOFTWARE, INFORMATION, CONTENT, DOCUMENTS, RELATED GRAPHICS, PROVISION OF OR FAILURE TO PROVIDE SERVICES AVAILABLE FROM OR THROUGH THIS SITE, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, AUTODESK AND/OR ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY SOFTWARE AND/OR OTHER CONTENT POSTED ON THE SITE BY AUTODESK OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF AUTODESK FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO AUTODESK TO ACCESS AND USE THE SITE.

THE SITE, THE PRODUCTS AND SERVICES AVAILABLE THROUGH THE SITE AND THE INFORMATION, CONTENT, SOFTWARE, DOCUMENTS, AND RELATED GRAPHICS PUBLISHED ON THIS SITE COULD INCLUDE TECHNICAL INACCURACIES, ERRORS, OR OMISSIONS. CHANGES MAY BE PERIODICALLY ADDED TO THE INFORMATION HEREIN. AUTODESK AND/OR ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS MAY, BUT ARE NOT OBLIGATED TO, MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE, THE PRODUCTS AND SERVICES AVAILABLE THROUGH THE SITE AND THE INFORMATION, SERVICE(S), SOFTWARE, PRODUCT(S), AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

NOTHING IN THIS SECTION 10 SHALL LIMIT AUTODESK'S LIABILITY TO YOU IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING FROM AUTODESK'S PROVEN NEGLIGENCE, OR FRAUDULENT MISREPRESENTATION, OR CONCEALMENT, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAWS.

11. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send Autodesk a notice requesting that Autodesk remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Autodesk a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See http://www.copyright.gov/ for details. Notices and counter-notices should be sent to:

Copyright Agent
Autodesk, Inc.
111 McInnis Parkway
San Rafael, CA 94903
E-mail: copyright.agent@autodesk.com
Tel: (415) 507.5000
Fax: (415) 507.6128
Autodesk suggests that you consult your legal advisor before filing a notice or counter-notice.

12. Links. THE LINKS IN THIS SITE WILL LET YOU LEAVE AUTODESK'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF AUTODESK AND AUTODESK IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. AUTODESK IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. AUTODESK IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY AUTODESK OF ANY LINKED SITES. YOU AGREE THAT YOUR USE OF THIRD PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

13. Rules of Conduct. While using the Site you will comply with all applicable laws, rules and regulations. In addition, Autodesk expects users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this section; any failure to comply may also result in termination of your access to the Site pursuant to Section 19 below. You agree that you will not:

• Post, transmit, or otherwise make available, through or in connection with the Site:
  o Anything that is or may be (a) threatening, harassing, degrading or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent or otherwise objectionable; or (e) protected by copyright, trademark or other proprietary right without the express prior consent of the owner of such right.
  o Any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense.
  o Any virus, worm, Trojan horse or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software.
  o Any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.

• Use the Site for any fraudulent or unlawful purpose.

• Harvest or collect personally identifiable information about other users of the Site.

• Impersonate any person or entity, including any representative of Autodesk or its affiliates; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that Autodesk endorses any statement you make.

• Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.

• Restrict or inhibit any other person from using the Site (including by hacking or defacing any portion of the Site).

• Use the Site to advertise or offer to sell or buy any goods or services without Autodesk’s express prior written consent.

• Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site (including any content, Software and other materials available through the Site).

• Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site (including any content, Software and other materials available through the Site), except as and solely to the extent expressly authorized under applicable law overriding any of these restrictions.
• Remove any copyright, trademark or other proprietary rights notice from the Site or content, Software and other materials originating from the Site.
• Frame or mirror any part of the Site without Autodesk's express prior written consent.
• Create a database by systematically downloading and storing all or any Site content.
• Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site, without Autodesk's express prior, written consent.

14. Forums. "Forum" means a discussion group, chat area, bulletin board, news group, feedback, letter to Autodesk, its webmaster or employees, e-mail function or other interactive functionality offered as part of this Site.

Information on Autodesk's Forums may be provided by Autodesk and by third party users of the Site. Please note that Site users may post messages or make statements in the Forums that are inaccurate, misleading or deceptive. Autodesk, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees neither endorse nor are responsible for any opinion, advice, information or statements made in the Forums by third parties. Without limitation, Autodesk and/or its respective subsidiaries, affiliates, suppliers and licensors and its and their directors, officers, employees, agents and representatives are not responsible for any information or materials made available through the Forums (including without limitation errors or omissions in Forum postings or links or images embedded in Forum messages) or results obtained by using any such information or materials. Under no circumstances will Autodesk and/or its respective subsidiaries, affiliates, suppliers and licensors and its and their directors, officers, employees, agents and representatives, be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed in the Forums reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of Autodesk and/or its respective subsidiaries, affiliates, suppliers and licensors and its and their directors, officers, employees, agents and representatives.

In addition, Autodesk and/or its respective subsidiaries, affiliates, suppliers and licensors and its and their directors, officers, employees, agents and representatives have no control over, and shall have no liability for, any damages resulting from, the use (including without limitation republication) or misuse by any third party of information voluntarily made public through any Forum or any other part of the Site. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON THE SITE, YOU DO SO AT YOUR OWN RISK.

15. License. By uploading, emailing, posting, publishing or otherwise transmitting content to any Forum or submitting any content to Autodesk (each, a “Submission”), you acknowledge that such Submission is non-confidential and automatically grant (or warrant that the owner of such rights has expressly granted) Autodesk a perpetual, royalty-free, fully paid-up, irrevocable, nonexclusive, sublicensable (through multiple tiers) right and license to use, reproduce, modify, adapt, publish, perform and display (whether publicly or otherwise), transmit and distribute such Submission in any form, medium, or technology now known or later developed. In addition, you warrant that all so-called moral rights in the content have been waived. For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Submission, and your provision thereof to and through the Site, comply with all applicable laws, rules and regulations.

16. Monitoring. You acknowledge and agree that Autodesk reserves the right (but has no obligation) to do one or more of the following in Autodesk’s discretion: (i) monitor Submissions as well as access to the Site; (ii) alter, remove, or refuse to post or allow to be posted any Submission; and/or (iii) disclose any Submissions, and the circumstances surrounding their transmission, to any third party in order to operate the Site; to protect Autodesk, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees, and the Site's users and visitors; to comply with legal obligations or governmental requests; to enforce these Terms; or for any other
reason or purpose. Autodesk disclaims any responsibility for content submitted by users on or through any area of the Site.

17. Rules for Sweepstakes, Contests, Raffles and Similar Promotions. In addition to the terms and conditions of these Terms, any sweepstakes, contests, raffles or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from these Terms. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. Autodesk urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review Autodesk’s Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules shall control.

18. Termination. You agree that Autodesk may, in its sole discretion, at any time for any reason or no reason, terminate your access to this Site and any account(s) you may have in connection with this Site, including if Autodesk believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that Autodesk may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that Autodesk, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 2, 3, 8-13, 16 and 19-24 shall survive any expiration or termination of these Terms.

19. Governing Law; Forum. If you have an existing contractual relationship with Autodesk, the governing law and forum with respect to any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Site will be the law and forum set forth in your existing contract with Autodesk. If you have more than one existing contract with Autodesk, the governing law and forum with respect to any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Site will be the law and forum set forth in your most recent contract with Autodesk.

If you do not have an existing contractual relationship with Autodesk, then (a) you agree to the non-exclusive jurisdiction of an appropriate state court in Marin County, California, or an appropriate federal court located in San Francisco, California for any action or proceeding arising out of or related to these Terms; and (b) except to the extent expressly provided in the following paragraph, any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Site shall be governed by and construed in accordance with the laws of the State of California in the United States without regard to applicable conflict of law provisions. Specifically excluded from application to these Terms is that law known as the United Nations Convention on the International Sale of Goods.

If (i) you do not have an existing contractual relationship with Autodesk; (ii) you are not a U.S. citizen; (iii) you do not reside in the United States; (iv) you are not accessing this Site from the United States; (v) the dispute between you and us is unrelated to your access to or use of the U.S. version of the Site and (vi) you are the citizen of a European Union country who is using the Site for purposes other than for your trade, business or profession, you hereby agree that any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Site shall be governed by and construed in accordance with the laws of England and Wales, without regarding to applicable conflict of law provisions. Nothing herein shall be deemed to constitute consent by Autodesk to the jurisdiction of any court or other forum of any country for the purpose of resolving any dispute hereunder (other than an appropriate state court in Marin County, California, or an appropriate federal court located in San Francisco, California).

20. Indemnification. You shall defend or settle at your sole expense any claim or suit, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal
securities agency or commission, (collectively, an "Action") against Autodesk and/or each of its affiliates, and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees (each, an "Indemnitee") to the fullest extent permitted by law arising out of or in connection with: (1) an assertion that the information, content, or other materials or services provided or made available by you, or the use thereof, may infringe any copyright, trademark, or other intellectual property rights of any individual or entity, or are a misappropriation of any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials; (2) any breach by you of your obligations under these Terms; (3) your unlawful and/or unauthorized use of, or activities in connection with this Site, including the information, content, services, and/or products provided on the Site; and (4) any Submission provided by you in a Forum. You shall indemnify and hold harmless the Indemnitee from and against any and all damages, costs, liabilities, and attorneys' fees incurred in defending and/or resolving such Action. The foregoing indemnities shall survive expiration or termination of these Terms.

21. Notices. Notices to Autodesk under these Terms shall be sufficient only if in writing and transmitted via personal delivery or delivered by a major commercial rapid delivery courier service or by certified or registered mail, return receipt requested, to: Autodesk, Inc., Attention: Legal Department, 111 McInnis Parkway, San Rafael, California 94903. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in Autodesk's discretion. The Site may also provide notices of changes to these Terms or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

22. Forward-Looking Statements. Some of the information on this Web Site may contain projections or other forward-looking statements regarding future events or the future financial performance of Autodesk. We wish to caution you that these statements are only predictions and actual events or results may differ materially. Such statements include those that (a) use the words “believes,” “expects,” “anticipates,” “estimates” or words of similar importance or meaning; (b) are specifically identified as forward-looking; (c) describe any of Autodesk’s plans, objectives or goals for future operations and products; or (d) concern the characteristics and growth of Autodesk’s markets or customers or Autodesk’s expected liquidity and capital resources. Factors that could cause actual results to differ materially include economic, competitive, governmental and technological influences affecting Autodesk’s operations, markets, products, services and prices. Further information on potential factors that could affect the actual financial results of Autodesk are included in Autodesk’s filings with the Securities and Exchange Commission; specifically, Autodesk’s most recent reports on Form 10-K and Form 10-Q. Autodesk does not assume any obligation to update any forward-looking statement to reflect events that occur or circumstances that exist after the date on which they were made.

23. Miscellaneous. These Terms contain the entire agreement between you and Autodesk with respect to this Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Autodesk with respect to this Site. You hereby acknowledge that you shall have no power or authority to assume or create any obligation or responsibility on behalf of Autodesk. A party may only waive its rights under these Terms, by a written document executed by both parties. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision hereof. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without Autodesk’s express prior written consent. No provision of these Terms is intended for the benefit of any third party, and the parties do not intend that any provision should be enforceable by a third party either under the Contracts (Rights or Third Parties) Act 1999 or otherwise. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. Autodesk will not be responsible for failures to fulfill any obligations due to causes beyond its control.
24. Contact Autodesk. If you have any questions regarding the meaning or application of these Terms, please direct such questions to copyright.agent@autodesk.com. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with Autodesk.

25. Filtering. Autodesk hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the websites GetNetWise (http://kids.getnetwise.org/) and OnGuard Online (http://onguardonline.gov/). Please note that Autodesk does not endorse any of the products or services listed at such sites.

26. Communications. When you visit the Site or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications electronically from us and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

27. Information or Complaints. This notice is for our California users: If you have a question or complaint regarding the Site, please send an e-mail to copyright.agent@autodesk.com. You may also contact Autodesk by writing to Copyright Agent, Autodesk, 111 McInnis Parkway, San Rafael, CA 94903, or by calling Autodesk at 415.507.5000. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916.445.1254 or 800.952.5210.