

Autodesk® Character Generator (updated 7/2013)

Welcome to Autodesk! Before using our services, you should read these Terms. You must click the **“I Agree”** button or other button or mechanism designed to acknowledge agreement in order to use the services.

By clicking the **“I Agree”** button (or other button or mechanism designed to acknowledge agreement), or by using the Service, you (a) are indicating that you have read these Terms, understand them, and agree to be legally bound to them, on behalf of the company or other legal entity for which you are acting (for example, as an employee) (**“Company”**) or if there is no Company, on behalf of yourself as an individual; and (B) you represent and warrant that you have the right, power and authority to act on behalf of and bind your Company (if any) or yourself (if there is no such entity). A contract is then formed between Autodesk and either you personally, if you access the Service for yourself, or your Company.

If you or your Company (collectively, **“You”**) do not agree to all of these terms or you do not have the right, power and authority to legally bind your Company or yourself, then (A) do not click **“I Agree”** but instead click **“I Reject”** (or other button or mechanism designed to reject these terms); and (B) You are not permitted to access or use the Service; however, any unauthorized use or access by You or Your Company still constitutes agreement and consent to these Terms.

Other Autodesk services You may use may be provided according to different terms of service. To determine which terms of service apply, see www.autodesk.com/termservice .

1. Services Generally

1.1 **These “Terms of Service” form a contract.** They supplement any other agreements You may have with Autodesk, including Additional Agreements and Policies. These Terms apply to many services. Sometimes there may be specific terms or entitlements that apply to a particular service. These are set out in Special Service Terms and Entitlements, the terms of which are incorporated here and are part of the Terms applicable to the Service. These Terms may use capitalized terms such as “Autodesk,” or “Service.” Capitalized terms are defined in Section 10 (Definitions) or elsewhere in these Terms. Free Services may be subject to additional terms and conditions that appear in connection with Your use of the Free Services and are incorporated into these Terms by reference. All payments and fees for the Services are subject to the applicable terms and conditions governing payments between You and Autodesk or a third party authorized reseller or merchant.

1.2 **Autodesk will provide the Services to You and Your Authorized Users.** Subject to these Terms, Autodesk will provide the Services and You may access and use the Service and You may permit the Service to be accessed and used by Your Authorized Users provided all such access and use is solely for Your internal business purposes and is in the form made accessible and/or provided by Autodesk. In some cases, access and use by others may be allowed if specifically designated in the Documentation, Special Service Terms or Entitlements. You will be responsible for compliance with these Terms by Your Authorized Users and any other persons who may have access to the Service through You (whether or not such access is authorized by Autodesk or within the scope of Your Entitlements). Your Authorized Users may be required to review and agree to these Terms before they access and use the Service. You may not sell or offer to resell the Service Offering in whole or in part. Without limitation of Autodesk’s obligation to provide the Services according to the Entitlements, You understand that certain Services or Service Offerings may not be available in all locations, may require You to purchase a membership or subscription or pay additional fees and may not be available in all languages. You are responsible for administering any of Your own rules for access to Your site or Your Content by Your Authorized Users. Autodesk is not responsible for enforcing any such rules.

1.3 You and Your Authorized Users will need to set up an account and maintain Internet access to use the Service. You and Your Authorized Users will need Internet access and may need to create or log into an account to use the Service and Autodesk reserves the right to require that. You agree that you and Your Authorized Users will not share any user ID or passwords. You agree you will not allow anyone else to access Your account or Your site (except as expressly allowed by these Terms) or do anything else that might jeopardize the security of Your account. You will be solely responsible for arranging and paying any cost for Internet or other network access, equipment, software, services and other resources required for You to access and/or use the Service ("**Access**"), including, without limitation, Internet service provider fees, telecommunications fees, and the costs of any equipment and third-party software (including, without limitation, encryption and other security technology). Autodesk will not be responsible for the support of Your Access and will not be responsible for the reliability, security or performance of any Access. Except as otherwise set forth in the Special Services Terms or as described in Your Entitlements, the Services may be accessed on a worldwide basis (although not all services and functionality referenced in the Services may be available in all countries or locations now or in the future). These terms do not change any territorial restrictions applicable to Your use of any Separate Autodesk Product.

1.4 Service Level Agreements may apply to the Services. Autodesk will make the Service available to You and Your Authorized Users consistent with the manner in which Autodesk makes the Services generally available to users of the Service. Any SLAs available to You in connection with the Service will be Additional Agreements and the credits (if any) set forth in any SLA will be the sole and exclusive remedy for failure to meet the identified service levels. Not all Services have SLAs. Autodesk does not make any representations or guarantees related to uptime or availability of the Service Offering except as specifically identified in the applicable SLA, if any.

2. CONTENT.

2.1 Your Content is Yours. You maintain ownership of and responsibility for Your Content and responsibility for Your conduct while using the Service Offering. You agree that Your Content and Your (and Your Authorized Users) conduct in using the Service Offering will comply with all applicable laws, rules and regulations, the Rules of Conduct and all other Policies. By creating, submitting, posting or otherwise making Your Content available to Autodesk and/or others, You acknowledge and agree that: (1) You will evaluate and bear all risks associated with Your Content; and (2) under no circumstances will Autodesk Parties be liable in any way for Your Content as You upload or submit it, including, but not limited to any errors or omissions. Without taking away from Autodesk's obligation to provide the Services as described in Your Entitlements, You are encouraged to practice effective content retention practices, to maintain copies on Your own computer or local network, to use the latest encryption and other security technology to protect Your Content and to back up and protect the security and confidentiality of Your Content, as applicable to the Service. Autodesk personnel will not access Your Content except (a) as part of providing, maintaining, securing or modifying Services, (b) at Your request or with Your consent as part of addressing or preventing a service, support or technical issue, or (c) in connection with legal obligations or proceedings in accordance with Section 2.5 below. Use of Your Personal Information will be as set forth in the Privacy Statement. Autodesk does not own Your Content. You acknowledge that provision of the Service necessarily involves technical access, processing and transmission of Your Content and Metrics related to use of the Service.

2.2 What happens when you share Your Content. Some Services permit You to share Your Content or publish Your Content to a Forum or to other products or services directly or indirectly through other software. You understand that if You choose to share or publish Your Content (whether by emailing, sharing a link, submitting to a software application for access to a service, posting in a Forum or other public areas or in shared areas available to other users You have chosen, or by any other available sharing mechanism), that anyone You have shared Your

Content with (including in some cases the general public) may be able to use, reproduce, manipulate, distribute, display, transmit, create derivative works, and communicate Your Content. Forums may be public and submissions to Forums are non-confidential. If You do not want others to have those rights, do not use the Service to share Your Content or set Your permissions accordingly. You are responsible for the administration of access to Your Content by Your Authorized Users including granting and terminating access. You acknowledge that in some cases, a user You have granted access to may have the ability to copy or transfer or save Your Content outside of the Service and suspending or terminating access will not delete or inhibit access to content that was earlier copied or transferred. You waive “moral” rights or other rights with respect to attribution of authorship of Your Content. Autodesk Parties have no control over and shall have no liability for any damages resulting from the use or misuse by any third party of Your Content that You choose to share, directly or indirectly, or any Forum or through any service or software. IF YOU CHOOSE TO SHARE YOUR CONTENT OR MAKE YOUR CONTENT AVAILABLE IN A FORUM OR OTHERWISE IN CONNECTION WITH THE SERVICE, YOU DO SO AT YOUR OWN RISK.

2.3 Availability of Third Party Materials. Third Party Materials may be made available to You, directly or indirectly, through the Service (including Third Party Materials shared by other users of the Service, through use of Software that references the Services, through Forums or by any other means). In some cases, such Third Party Materials may appear to be a feature or function within, or extension of, the Services, Subscription, Membership or the Autodesk Software. Accessing such Third Party Materials may cause Your Computer, without additional notice, to communicate with a third-party website—for example, for purposes of providing You with additional information, features and functionality. Such connectivity or access to third party websites or Third Party Materials is governed by the terms (including the disclaimers and notices) found on such sites or otherwise associated with the Third-Party Materials and access to and use of Third Party Materials and other products and services from Autodesk may require assent to separate terms and/or payment of additional fees.. You agree that any viewing, use or access of Third Party Materials by You or Your Authorized Users is at Your sole risk. Under no circumstances will Autodesk Parties be liable for any loss or damage caused by Your viewing, use or reliance on Third Party Materials. Any dealings between You and any third party in connection with such Third Party Materials, including, without limitation, such third party’s privacy policies, use of personal information, delivery of and payment for goods and services, and any other terms associated with such dealings, are solely between You and such third party. Autodesk may at any time, for any reason, modify or discontinue the availability of any Third Party Materials.

2.4 Deleting Your Content. If You delete Your Content from the Service, You understand it may persist in backup copies. In addition to Autodesk’s rights to delete Your Content upon expiration or termination of these Terms under Section 8 (Termination), Autodesk has the right (but not the obligation) to delete inactive sites or accounts or purge related content (and all backups thereof), without further notice and without liability for deletion or failure to store such content. Autodesk Parties shall have no responsibility or liability for deletion based on Your settings or actions or inactions or for any failure to delete Your Content.

2.5 Legal Related Disclosure. Autodesk may disclose Your information if it is compelled by law to do so, provided Autodesk will give You prior notice of such compelled disclosure (to the extent legally permitted). You agree and acknowledge that Autodesk may access and disclose Your Content to comply with any legal obligations or governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving Autodesk Parties or at your request. If disclosure is made at Your request, You may be responsible for the costs of compiling and providing access to such information.

3. RESTRICTIONS.

3.1 **There are restrictions applicable to the Services.** This is a contract for Services that is personal to You and You may not and will not permit any third party to: (1) distribute, rent, loan, lease, sell, resell, sublicense, or otherwise transfer all or any portion of the Service Offering, your rights with respect to the Service or Your Entitlements or any part of these Terms, to any other person or legal entity; (2) remove, alter, or obscure any copyright, trademark, confidentiality or other proprietary notices, labels, or marks from or on the Service Offering or modify, translate, adapt, arrange, or create derivative works based on the Service Offering, except as permitted in the Entitlements or Special Service Terms; (3) decompile, disassemble or otherwise reverse engineer the Service Offering, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Service Offering; (4) use the Service Offering as a service bureau or enable use or access of the Service Offering other than by Authorized Users; (5) use the Service Offering in excess of, or in any manner inconsistent with, Your Entitlements or in violation of a law or regulation; (6) interfere with or disrupt the Service, or servers or networks connected to any website through which the Service is provided; (7) use the Service Offering as storage for remote loading or as a door or signpost to another home page, whether inside or beyond the site through which the Services are provided; (8) use the Service Offering to perform any stress, vulnerability, penetration, availability, or performance testing on, or otherwise attempt to access in a manner not expressly permitted by Autodesk, any network, system, server, or computer hosting the Service or related Software, or use the Service for any other benchmarking or competitive purposes or attempt to create a similar service through use of the Services or related Software; (9) use the Service Offering to collect or store personal data about any person or entity, including other users of the Service, except as otherwise specifically permitted in the Special Service Terms or Documentation and subject to any related restrictions; (10) use the Software or access or use the Service Offering except as expressly set forth in these Terms; (11) utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by Autodesk in connection with the Service Offering or access the Service Offering with any code, serial number, or other copy-or access protection device not supplied by Autodesk directly or indirectly. Autodesk has the right (but not the obligation) to monitor and audit Your (and Your Authorized Users') usage of the Service to verify compliance with these Terms. Any use or access other than in accordance with these Terms is unauthorized.

3.2 **Suspension of the Services.** If Autodesk is made aware or believes in good faith that Your Content or conduct (or that of Your Authorized Users) may (1) violate these Terms (including, without limitation, any Policy or Additional Agreement), (2) violate any law, regulation, or rights of a third party, including, but not limited to, rights under the copyright law and prohibitions on libel, slander, and invasion of privacy, (3) pose a security risk to the Service or any users of the Service, or otherwise adversely impact the Service or the systems or the content of any other user, or (4) subject Autodesk or any third party to liability, Autodesk has the right, but not the obligation, to immediately disable or suspend access to Your Content and/or suspend Your access to the Service Offering (or take other action as may be required to comply with law) without notice to You. You acknowledge and agree that Autodesk also may suspend or terminate Your access to the Service Offering if any information You provide to Autodesk in connection with Your registration for, or use of, the Service is or becomes false, inaccurate, obsolete or incomplete. Autodesk may remove any content that is posted to the Service without notice if it believes that such content exceeds Entitlement (or, if the Entitlement does not specify, reasonable) storage limits.

4. Privacy

4.1 **The Autodesk Privacy Statement applies to Your Use of the Services.** You understand and agree that by using the Service, You consent to the collection, use, processing, and storage of Your Personal Information as described in the then-current Privacy Statement, including

cross-border transfers as described in the Privacy Statement. The Privacy Statement is incorporated into these Terms by this reference.

4.2 Compliance with privacy laws is important and You are responsible for certain permissions. You acknowledge and agree that You are responsible for compliance with all applicable privacy and data protection laws related to Personal Information provided to Autodesk in connection with use of the Service by You or Your Authorized Users or personnel, including any applicable requirements related to notice, consent, transfer (including cross-border transfer), disclosure, and use of Personal Information in connection with the Service, including as described in the Privacy Statement. Without limiting the foregoing, You will ensure that You have obtained consents, to the extent necessary, to provide Personal Information to be transferred to, collected, stored, used and otherwise processed by Autodesk and its service providers, and that any individual who accesses or uses the Service has been made aware of the Privacy Statement.

4.3 Service Providers; No Sensitive Personal Data. You acknowledge that Autodesk may use third-party service providers in connection with the Services, including without limitation the use of cloud computing service providers which may transmit, maintain and store Your Content and data using third-party computers and equipment in locations around the globe. You acknowledge that any data storage functionality associated with the Services is not intended for the storage of Social Security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information, health insurance information, sensitive data about personal characteristics such as race, religion, or sexual orientation, or other personal data that may pose a risk of harm to the individual if improperly disclosed (collectively, "**Sensitive Personal Information**"). You agree not to upload or otherwise submit any Sensitive Personal Information in connection with the Service and further agree that Autodesk Parties will have no responsibility or liability with respect to any such Sensitive Personal Information that is processed, transmitted, disclosed, or stored in connection with the Service.

5. AUTODESK PROPRIETARY RIGHTS.

5.1 Autodesk proprietary materials are involved in delivery of the Service. You acknowledge and agree that Autodesk and its licensors own all right, title, and interest (including, without limitation, patents, copyrights, trademarks, trade secrets, and all other intellectual property rights) in and to the Service, Software, API Information, Development Materials, Metrics, Documentation, Service Site, Entitlement Site, sample data sets, sample models or other sample content and any information, data or materials provided or used in connection with, or generated by, the Service (excluding Your Content). You agree not take any action to jeopardize, encumber, limit, or interfere in any manner with Autodesk's or its licensors' ownership and rights with respect thereto. Autodesk does not grant You any right to use its trademarks, trade names, or logos. You have only the limited rights to use the Service Offering as are expressly granted to You under these Terms and no other rights are granted or conveyed, or shall be deemed to be granted conveyed, whether by implication, estoppel, or otherwise. Your access is to a service. No license to Autodesk software other than to Client Software and Development Materials expressly for use with the authorized use of the Service is granted by these Terms. Autodesk will have (and You grant) a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any suggestions, feedback, improvement requests or other recommendations You or Your Authorized Users provide, relating to the Services ("**Feedback**").

5.2 Rules for using Autodesk APIs. You acknowledge and agree that any API Information and Development Materials (unless otherwise specified by Autodesk in additional or different terms associated with such API Information or Development Materials): (1) are Autodesk Confidential Information and proprietary to Autodesk; (2) may not be distributed, disclosed or otherwise provided to third parties; (3) may be used only internally and only in conjunction with and

for Your own authorized internal use of the Service to which the API Information or Development Materials relate, such as the development and support of services, applications, modules and components to operate on or with such Service; and (4) may only be used on the same Computer(s) where such Services are permitted to be used. Notwithstanding the foregoing, if You develop any such services, applications, modules and components in accordance with these Terms, nothing in these Terms will prohibit You from using such services, applications, modules and components with (and porting such applications, modules and components to) other software and hardware (including the software and hardware of third parties), if such services, applications, modules and components: (a) do not incorporate or embody any Development Materials or other Software or materials distributed or made available by Autodesk, directly or indirectly (other than the API Information that was used in the development thereof in accordance with these Terms) and (b) do not disclose the API Information.

5.3 There may be Client Software involved in Your use of the Services. Access to the Service may require use of one or more (1) Software programs that are made available for download by Autodesk and are designed to be installed and used on a Computer for the purposes of enabling use of the Service ("**Client Software**") or (2) Separate Autodesk Products. Use of all Software is subject to the end user license agreement provided or referenced by Autodesk in connection with the Separate Autodesk Product (each, a "**License Agreement**") , or in the case of Client Software where there is no License Agreement delivered with the Content Software, then the following shall apply: Subject to the terms and conditions of these Terms and the payment of all fees (if any) related to Your use of the Service, Autodesk hereby grants to You a non-exclusive, nontransferable, nonsublicensable, limited right and license, during the Term, to: (a) make one (1) copy of the Client Software (and that portion of the Documentation directly related to the Software) for backup purposes only (provided that all titles, trademarks, and copyright and restricted rights notices are reproduced in or on all such copies); (b) install the Client Software solely on Computers owned or controlled by You or Your Authorized Users; and (c) use the Client Software, in each instance solely for purposes of using the Service in accordance with these Terms in accordance with the Documentation, and solely for Your own internal business purposes. Except as set forth in this section, no other right or license of any kind is granted to You with respect to the Client Software. As a clarification, all of the Restrictions applicable to the Service Offering apply to the Client Software and Your use of the Client Software is subject to the disclaimers and limitations referenced in Section 7 and the Export Laws referenced in Section 9.

6. INDEMNIFICATION AND WARRANTIES.

6.1 Indemnification. You shall, at Your sole expense and to the fullest extent permitted by law, indemnify, defend (at Autodesk's request), and hold harmless Autodesk Parties against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by Autodesk Parties by reason of any claim, suit or proceeding ("**Claim**") arising out of or in connection with: (1) Your Content or use of Your Content, including, without limitation, any assertion that Your Content or the use thereof may infringe any copyright, trademark, or other intellectual property or other 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 or use thereof caused death or bodily injury or damage to the real or tangible property of any third party; (2) any breach of or failure by You or Your Authorized Users to comply with these Terms or any Policies or Additional Agreements; or (3) use of the Service Offering by You (or anyone who accesses the Service through You). If requested by Autodesk to defend a Claim, You will not agree to any settlement without the prior written consent of Autodesk, and Autodesk shall have the right to participate, at its own expense, in the defense of any Claim with counsel of its own choosing.

6.2 Warranties. You acknowledge and agree that (1) You have the requisite rights to submit, develop and use Your Content in connection with the Service; (2) Your Content does not infringe or misappropriate any intellectual property or proprietary right of any third party or violate

any applicable laws, rules or regulations; (3) Your Content is not subject to any restriction on disclosure, transfer, download, export or re-export under any applicable law, rule or regulation; and (4) any information You provide in connection with Your registration for, or use of, the Service is and shall remain true, accurate, and complete, and that You will maintain and update such information regularly.

7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES; RELEASE; BENEFIT OF THE BARGAIN

7.1 Warranty Disclaimer. NOTWITHSTANDING ANY WARRANTY APPLICABLE TO THE SOFTWARE IN THE LICENSE AGREEMENT, THE SERVICE OFFERING IS PROVIDED “AS IS” AND “AS AVAILABLE.” AUTODESK PARTIES MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE SERVICE OFFERING, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. YOUR USE OF THE SERVICE OFFERING IS AT YOUR OWN DISCRETION AND RISK. AUTODESK PARTIES DO NOT WARRANT THAT ANY USE OF OR ACCESS TO THE SERVICE OFFERING WILL BE ERROR-FREE, COMPLETE, SECURE OR THE CONTENT WILL NOT BE OTHERWISE LOST OR DAMAGED OR MEET YOUR REQUIREMENTS OR EXPECTATIONS; THAT OPERATION OR AVAILABILITY WILL BE UNINTERRUPTED; OR THAT ERRORS OR FAILURES WILL BE CORRECTED OR REMEDIED. AUTODESK PARTIES DO NOT WARRANT THAT THE SERVICE OFFERING WILL PERFORM IN ANY PARTICULAR MANNER. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR (AND AUTODESK PARTIES ASSUME NO RESPONSIBILITY AND WILL HAVE NO LIABILITY OF ANY KIND FOR) (1) THE DECISIONS THAT YOU MAY MAKE REGARDING THE SERVICE OFFERING; (2) USE OF THE SERVICE OFFERING INCLUDING ANY CONTENT, DATA, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU IN CONNECTION WITH THE SERVICE OFFERING INCLUDING, WITHOUT LIMITATION, IMPACT TO YOUR COMPUTER SYSTEM OR LOSS OF DATA; OR (3) ANY EFFECTS ON YOUR BUSINESS THAT MAY RESULT FROM SUCH USE. AUTODESK PARTIES MAKE NO WARRANTIES TO ANY THIRD PARTY. AUTODESK PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE OFFERING IS OR WILL BE APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. This Section will be enforceable to the maximum extent allowed by applicable law. No information or advice (whether written, oral or otherwise) provided by Autodesk Parties or their representatives will create any warranty or in any way affect the disclaimers of warranty or limitations of liability expressly provided in these Terms.

7.2 Functionality Limitations. THE SERVICE OFFERING IS NOT A SUBSTITUTE FOR YOUR OWN JUDGMENT (INCLUDING PROFESSIONAL JUDGMENT) OR INDEPENDENT TESTING, DESIGN, ESTIMATION OR ANALYSIS, AS APPLICABLE. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE SERVICE OFFERING, THE SERVICE OFFERING HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED AND MAY NOT ACHIEVE THE RESULTS YOU DESIRE. WITHOUT LIMITATION OF SECTION 2 (CONTENT) OR 7 (DISCLAIMERS), AUTODESK PARTIES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY RESULTS OR OUTPUT OBTAINED OR OTHERWISE VIEWED THROUGH THE SERVICE OFFERING OR ANY MATERIALS DEVELOPED BY YOU IN CONNECTION WITH THE SERVICE OFFERING. YOU ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF USE OF THE SERVICE OFFERING. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE SERVICE OFFERING AND THE SELECTION OF THE SERVICE OFFERING AND OTHER PROGRAMS TO ACHIEVE YOUR INTENDED RESULTS. YOU ARE

ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY, ACCURACY AND COMPLETENESS OF SERVICE RESULTS, OUTPUT OR MATERIALS DEVELOPED BY YOU IN CONNECTION WITH THE SERVICE OFFERING (IF ANY), INCLUDING ALL ITEMS VIEWED OR DESIGNED USING THE SERVICE OFFERING. THERE ARE NO SERVICE LEVEL AGREEMENTS MADE IN CONNECTION WITH THE SERVICE OFFERING EXCEPT AS MAY BE EXPRESSLY REFERENCED IN THE ENTITLEMENTS.

7.3 Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (1) IN NO EVENT WILL AUTODESK PARTIES BE LIABLE HEREUNDER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER DAMAGES OF LIKE KIND WHATSOEVER (HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE), INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER, OR ANY OTHER SIMILAR COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, NOR WILL ANY OF THE FOREGOING PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM A FORCE MAJEURE OR AN ACT OF A THIRD PARTY OR OF NO FAULT ON ITS BEHALF; AND (2) THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF AUTODESK PARTIES FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS HOWEVER CAUSED OR ARISING FROM OR IN RELATION TO THE SERVICE OFFERING SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

7.4 Basis of the Bargain. The parties agree that releases, waivers, warranty disclaimers, limitations of liability and indemnities in these Terms are a fundamental basis of the bargain between You and Autodesk, and are a material part of the consideration received by Autodesk for the provision of the Service Offering under these Terms, and Autodesk would not have entered into these Terms and provided the Service Offering in the absence of such releases, waivers, warranty disclaimers, limitations of liability and indemnities.

8. TERM AND TERMINATION.

8.1 Term and Termination. These Terms shall become effective on the date You first agree to these Terms by selecting the box indicating that you have read and agree to these Terms or, if earlier, the date You first access or use the Service ("**Effective Date**"). The term of the Agreement ("**Term**") shall extend from the Effective Date until this Agreement is terminated or expires as described in this Section 8. Each of Autodesk or You may terminate these Terms, if the other party is in breach of the Terms and fails to cure such breach within ten (10) days after written notice of the breach. In addition, Autodesk may, as an alternative to termination, suspend the Service and Your access to the Service Offering, and/or other Autodesk obligations or Your rights under these Terms, if You fail to make a payment to Autodesk or a distributor or reseller authorized directly or indirectly by Autodesk or otherwise fail to comply with the provisions of these Terms or Additional Agreements relating to any such Service. Autodesk may also terminate this Agreement if You become subject to bankruptcy proceedings, become insolvent, or make an arrangement with Your creditors. Autodesk may terminate or modify this Agreement if the continued provision of the Services to You or Your users is prohibited by applicable law or as otherwise required by applicable law. These Terms will terminate automatically without further notice or action by Autodesk if You go into liquidation. You acknowledge and agree that Autodesk may assign or sub-contract any of its rights or obligations under these Terms. You may terminate these Terms at any time, with or without cause, effective upon notice of termination provided that (except in the termination as a result of a modification of these Terms in accordance with Section 9.1 below) under no circumstances will You

be entitled to refund for any fees paid or credit against fees due in connection with the Service. Unless earlier terminated in accordance with this Section 8, these Terms shall automatically terminate on the first to occur of (1) the date or end of the term of the Service identified in Your Entitlements, (2) the expiration or termination of an Additional Agreement, (3) the removal of the Service from the Separate Autodesk Product or Your Entitlements, or (4) the discontinuation of the Service by Autodesk. For all Service Offerings identified as “Beta”, “Labs” or “Pre-Release” or made available as “free” or “trial” or without requirement of payment for a Separate Autodesk Product (“**Free Services**”), (a) these Terms may be terminated at any time by Autodesk or by You, with or without cause, effective upon notice of termination; and (b) if no expiration date or end of term is identified in the Entitlements, and neither of the events described in (2), (3) or (4) above has first occurred, then these Terms shall terminate on the first anniversary of the Effective Date. Without limitation of anything in this paragraph, for all Service Offerings accessed as part of Subscription or Membership, these Terms and Your access to the Services will terminate when Your Subscription or Membership (and the applicable Subscription or Membership Program Terms) terminates or expires.

8.2 Effect of Termination. Upon any termination of these Terms for any reason, You and Your Authorized Users must immediately cease using the Service. Termination of these Terms does not affect, or give You any right to terminate, any Additional Agreement. Sections 3 and 5 through 10 will survive termination of these Terms for any reason. It is Your responsibility to retain copies of Your Content. Upon termination Autodesk shall have the right to immediately deactivate Your account(s) and suspend access to Your Content and, following the Content Retrieval Period, may delete, without notice, Your Content, if any, and all backups thereof, and Autodesk Parties shall not be liable for any loss or damage which may be incurred by You or any third parties as a result of such deletion.

8.3 Content retrieval after termination. Within thirty (30) days following the end of the term of Your Services (“**Content Retrieval Period**”), You may request retrieval of Your Content from the Services by Autodesk. Provided You have paid all amounts due in connection with the Service, Autodesk will, at Autodesk’s election, either (1) grant You limited access to the Service for the sole purpose of allowing You to retrieve Your available Content or (2) make such Content otherwise available to You, each of (1) and (2) at Autodesk’s then-current daily professional services rates.

9. GENERAL.

9.1 These are Services that may change. The Terms may change as well. Autodesk reserves the right, from time to time in its sole discretion, to (1) modify or release subsequent versions of the Service, (2) impose license keys, authorizations, or other means of controlling access to the Service, and (3) change or discontinue the Service or the products, functionality or services comprising the Service, limit the availability of a Service to any geographic area or language at any time. You acknowledge and agree that Autodesk may at any time make feature or functionality updates to the Service. Autodesk will endeavor to inform You of major changes to the Service (including the Entitlements applicable to a Service Offering). Autodesk will provide You ninety (90) days advance notice if Autodesk discontinues the Service in its entirety. Additionally, if Autodesk makes a material modification to these Terms, Autodesk will provide notice to You. Notice will be provided (i) via email to the registered email address or (ii) via notice in the administrator site or account of Your site or account, or (iii) via any other manner deemed reasonable by Autodesk which involves specific notification to You (including, for example, by in-service notification functionality). Notwithstanding the forgoing, modifications to the Privacy Statement will be handled as described in the Privacy Statement. Except as may be otherwise expressly set forth in the Membership Program Terms, if a modification to the Entitlements or these Terms has a material adverse effect on You and You do not agree to the modification, You must notify Autodesk of the same by email to 360Legal@autodesk.com within thirty (30) days after Autodesk’s notice of the

modification. Such notification shall be considered a termination by You pursuant to Section 8. If You so notify Autodesk, Your use and access to the Service will (even if you click to agree or acknowledge the modified Terms) remain governed by the Terms in effect immediately before the change (except to the extent modifications were made to comply with applicable law) until (x) the end of the then-current term identified in Your Entitlements, or (y) sixty (60) days after Autodesk's notice of the modification, whichever is earlier. In the event of such termination by You, Autodesk (or the applicable third party) will refund the prorated portion of any prepaid fees applicable to the remaining term after the effective date of termination. Such date will be the end of the Term of Your Services. If the Service or the Term is renewed or extended, it will be under the then-current Terms. You acknowledge that Your commitments with respect to the Services are not contingent on delivery of future service features or functionality (or oral or written statements about future features or functionality).

9.2 The law that applies depends on where You acquire the Service. These Terms will be governed by and construed in accordance with the laws of (1) Switzerland if You acquired the Separate Autodesk Product or, for Stand-Alone Services if you subscribed to the Service in a country in Europe, Africa or the Middle East, (2) Singapore if You acquired the Separate Autodesk Product or, for Stand-Alone Services if you subscribed to the Service in a country in Asia, Oceania or the Asia-Pacific region, or (3) the State of California (and, to the extent controlling, the federal laws of the United States) if You acquired the Separate Autodesk Product or, for Stand-Alone Services if you subscribed to the Service in a country in the Americas (including the Caribbean) or any other country not specified in this Section 9. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) these Terms. In addition, You agree that any claim, action or dispute arising under or relating to these Terms (including, without limitation, the Special Service Terms) will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the Superior Court of the State of California, County of Marin, or the United States District Court for the Northern District of California in San Francisco, except that if You acquired the Separate Autodesk Product or, for Stand-Alone Services if you subscribed to the Service in (a) a country in Europe, Africa or the Middle East, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Switzerland, or (b) a country in Asia, Oceania or the Asia-Pacific region, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Singapore. Nothing in the foregoing will prevent Autodesk from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. You will be considered to have subscribed to a Service based on where you buy or purchase the Service, regardless of where the Service is delivered or accessed.

9.3 Export control laws apply. You acknowledge and agree that Your use of the Service Offering is subject to compliance with United States and other applicable country export control and trade sanctions laws, rules and regulations, including, without limitations the regulations promulgated by the U.S. Department of Commerce and the U.S. Department of the Treasury ("**Export Control Laws**"). You shall be solely responsible for complying with the Export Control Laws and monitoring any modifications to them. You represent and warrant that (1) You are not a citizen of, or located within, a nation that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, Sudan, Syria and North Korea); (2) You are not identified on any U.S. government restricted party lists (including, without limitation, the U.S. Treasury Department's List of Specially Designated Nationals and Other Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List and the U.S. Department of State's proliferation-related lists); (3) You will not, unless otherwise authorized under the Export Control Laws, use the Service Offering in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications; and (4) that no part of Your Content is subject to any

restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. You agree that You will not use the Service Offering to disclose, transfer, download, export or re-export, directly or indirectly, Your Content, Third Party Materials or any other content or material to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which You may be subject.

9.4 **What to do about claims of copyright infringement.** Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Autodesk's Copyright Agent by email at CopyrightAgent@autodesk.com. For directions and more information about how to submit a claimed copyright notification, click the following link: [Copyright Information](http://www.autodesk.com/legal-notice-trademarks/) at www.autodesk.com/legal-notice-trademarks/. INQUIRIES FAILING TO FOLLOW THIS PROCEDURE WILL NOT RECEIVE A RESPONSE.

9.5 **General.** The parties' relationship to each other under these Terms is strictly that of independent contractors and nothing in these Terms shall in any way constitute or be construed as evidence of intent to establish any association, partnership, joint venture or other relationship. Each party will be responsible for covering their respective costs and expenses in performing their duties under these Terms, unless expressly provided otherwise herein. If for any reason a court of competent jurisdiction finds any provision of these Terms, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and the remainder of these Terms shall continue in full force and effect. The section headings used in these Terms are for convenience only and will not be given any substantive effect. When used in these Terms, "includes" or "including" will be deemed to mean "including but not limited to" or "include but are not limited to." The English language version of these Terms is legally binding in case of any inconsistencies between the English version and any translations. If You access the Service in Canada, You agree to the following: The parties hereto confirm that it is their wish that these Terms, as well as other documents relating hereto, including Notices, have been and will be written in the English language only. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise. 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. You may not assign or delegate these Terms or any of Your rights or obligations hereunder. Any unauthorized assignment will be null and void.

9.6 **Notices.** Notices in connection with these Terms by You will be in writing and will be sent by electronic mail to 360Legal@autodesk.com, postal service, or a delivery service (such as UPS, FedEx or DHL), except that You may not provide notice to Autodesk of an Autodesk breach by electronic mail. Notices from Autodesk to You will be effective (1) in the case of notices by email or website posting, one (1) day after sending to the email address provided to Autodesk or posting on the applicable web site, or (2) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Autodesk. You hereby consent to service of process being effected on You by registered mail sent to the address set forth on Your Customer Information Form (or, if no Customer Information Form has been provided, Your last address known by Autodesk) if so permitted by applicable law. Notices from You to Autodesk will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Autodesk), or (b) in the case of notices by mail or delivery service, when received by Autodesk at Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903, USA, Attention: Copyright Agent. If You have a Subscription or Membership, either party may also provide notice as set forth in the Subscription or Membership Program Terms.

9.7 **Force Majeure.** Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, strikes,

lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorism or terrorist acts, war, failure or interruption of the Internet or third party Internet connection(s) or infrastructure, power failures, acts of civil and military authorities and severe weather. Such party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

9.8 **Entire Agreement.** These Terms (including, without limitation, the Additional Agreements and Policies) contain the entire agreement between You and Autodesk with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Autodesk with respect to the Service Offering. In the event of a conflict or inconsistency between these Terms and any Additional Agreement or Policy, these Terms will control, except (1) that the Entitlements and Special Service Terms will control over these Terms and (2) an Additional Agreement will control to the extent that it expressly overrides these Service Terms with respect to the Service.

10. DEFINITIONS.

10.1 **“Additional Agreement”** means an agreement (1) for a Separate Autodesk Product (if any) or (2) that You and Autodesk otherwise agree in writing constitutes an Additional Agreement and includes certain terms and conditions for access or use of the Service or Software. Additional Agreements include, without limitation, the License Agreement, SLA, Subscription Program Terms and Membership Program Terms as applicable.

10.2 **“Authorized Users”** means Your individual employees and Your consultants, contractors, customers, agents and others with whom you conduct business for whom You have purchased subscriptions to a Service who access and use the Service only for Your benefit or as part of Your project.

10.3 **“API Information”** means the standard applications programming interface (“API”) information generally provided by Autodesk to users of the Service Offering that specifies the requirements for interfacing to (e.g., invoking or directing the functions of) the Service or Software included in such Service Offering. API Information does not include any implementation of such interface information, any Development Materials or any other Software.

10.4 **“Autodesk”** means Autodesk, Inc., a Delaware corporation, except that if You acquire an entitlement to the Service in (1) a country in Europe, Africa or the Middle East, “Autodesk” means Autodesk Development Sàrl or (2) a country in Asia, Oceania or the Asia-Pacific region, “Autodesk” means Autodesk Asia Pte Ltd.

10.5 **“Autodesk Parties”** means Autodesk and its affiliates, agents and suppliers and each of their respective officers, directors and employees.

10.6 **“Computer”** means (1) a single electronic device, with one or more central processing units (CPUs), that accepts information in digital or similar form and manipulates the information for a specific result based on a sequence of instructions, or (2) a software implementation of such a device (or so-called virtual machine); or (3) a mobile device designed for processing digital or similar information.

10.7 **“Customer Information Form”** means a form completed by or on behalf of You and submitted to Autodesk (or by a reseller or distributor authorized by Autodesk), directly or indirectly, in connection with Your order for the Service or a Separate Autodesk Product.

10.8 **“Development Materials”** means SDKs (software development kits) and other toolkits, libraries, scripts, reference or sample code, and similar developer materials included in the Service Offering.

10.9 **“Documentation”** means any technical requirements and end-user documentation for the Service made available to You by Autodesk.

10.10 **“Entitlement Site”** means the website owned or operated by or for Autodesk through which You can view Your specific Entitlements. For some Services, access to the Entitlement Site may be through functionality within Your Separate Autodesk Product or Service.

10.11 **“Entitlements”** means Your entitlements to use the Service (such as maximum capacity, transactions, output, hours or other measurements of use, term or duration and any other entitlements specific to such Service) as determined by the Separate Autodesk Product, stand-alone Service or type or level of Subscription or Membership You subscribed to or licensed. “Entitlements” also include any other information about entitlements to access and use the Service which are set forth on the Entitlement Site and Service Site (including, without limitation, the description of the Service, Documentation and minimum technical requirements for the Service).

10.12 **“Forum”** means any (1) Autodesk or third party discussion group, chat area, bulletin board, news group, wiki/help area or social network (except for those which are limited to a private group of users through the maintenance of permissions, controls and/or other privacy settings) or public area of the Service, and (2) feedback, email, message or letter to Autodesk, its webmaster or employees and any other communication to Autodesk through an interactive functionality offered as part of the Service or any website owned or operated by or for Autodesk.

10.13 **“Metrics”** means information about You and Your use of the Service Offering (which may include storage space used, features of the Service used, metadata, index and similar information about the content stored, processed or accessed using the Service Offering and similar information). Metrics also includes information about You and Your users that You provide in connection with Your use of the Service Offering, including Personal Information (the collection, storage and use of which will be subject to the Privacy Statement).

10.14 **“Membership”** means a membership or subscription that You purchased that entitles You (in addition to other benefits) to access and use the Service.

10.15 **“Membership Program Terms”** means the terms for a Membership that may be set forth at www.autodesk.com/termservice (the URL for which may be obtained on Autodesk’s website or on request), as they may be modified from time-to-time by Autodesk in accordance with its terms.

10.16 **“Personal Information”** has the meaning set forth in the Privacy Statement.

10.17 **“Policies”** mean collectively the Entitlements, Special Service Terms, Documentation, Rules of Conduct, Privacy Statement and all other terms incorporated into these Terms by reference.

10.18 **“Privacy Statement”** means Autodesk’s Privacy Statement as currently available at www.autodesk.com/privacy , as it may be modified from time to time in Autodesk’s sole discretion.

10.19 **“Rules of Conduct”** means Autodesk’s Rules of Conduct, as set forth in Autodesk’s Website Terms of Use, as currently located at <http://usa.autodesk.com/company/legal-notice-trademarks/terms-of-use>, or any successor or supplemental web page of Autodesk, as they may be modified from time to time in Autodesk’s sole discretion.

10.20 **“Separate Autodesk Product”** means any separate Autodesk product that You acquired, licensed, joined or subscribed to which entitles You to access and use the Service Offering. A Separate Autodesk Product may be (1) a stand-alone product or service, (2) a Subscription, (3) a suite of products and/or services; or (4) a Membership.

10.21 **“Service”** means a web- or cloud-based service requiring a connection to the Internet and that Autodesk makes available through a Separate Autodesk Product or the Service Site.

10.22 **“Service Offering”** means the Service, API Information, Development Materials, Documentation, Service Site, Client Software, Entitlement Site and any and all content (including, without limitation, Third Party Materials), sample data sets, sample models or other sample content, information, data or materials provided by Autodesk hereunder or viewed or generated in connection with the Service (including, without limitation, any output, results, recommendations or projections based upon Your Content or otherwise) or any related subject matter.

10.23 **“Service Site”** means the website(s) owned or operated by or for Autodesk that is associated with the Service.

10.24 **“SLA”** means any service level agreement that Autodesk may make available to You in connection with the Service. Generally available service level agreements, if any, will be posted on www.autodesk.com/termservice or any successor or supplemental web page of Autodesk, as they may be modified from time to time.

10.25 **“Software”** means any computer program or similar material, including any modules and components, functions and features of a computer program, made available by or for Autodesk for use as part of the Service (whether by download or as a hosted solution).

10.26 **“Special Service Terms”** means any additional specific terms and conditions for access and use of a particular Service which are set forth at a location where a user may order or register for, or that is displayed in connection with ordering or registering for, such Services (e.g., a web page) or, if there are no such terms, at www.autodesk.com/termservice or any successor or supplemental web page of Autodesk, as they may be modified by Autodesk from time-to-time in its discretion.

10.27 **“Subscription”** means a subscription that You purchased to an Autodesk product that entitles You (in addition to other benefits) to access and use the Service.

10.28 **“Subscription Program Terms”** means the terms for a Subscription set forth at <http://usa.autodesk.com/company/legal-notices-trademarks> or any successor or supplemental web page of Autodesk (the URL for which may be obtained on Autodesk’s website or on request), as they may be modified from time-to-time by Autodesk in accordance with its terms.

10.29 **“Terms”** means, collectively, these Service Terms, the Special Services Terms, Entitlements and Policies.

10.30 **“Third Party Materials”** means any files, content, designs, models, data sets, project information, materials, documents, computer programs or similar material (including, without limitation, any modules and components, functions and features of a computer program), media, audio, images, names, email addresses, comments, notes, links and other content, data, information, applications and services made available to You by any third party through or in connection with a Service or any website owned or operated by or for Autodesk.

10.31 **“Your Content”** means, collectively, (1) any files, designs, models, data sets, images, documents or similar material submitted or uploaded to the Service by You ; (2) Your specific output generated from the Service, if any, based on Your own raw data or information; and (3) any software application, plug-in and other computer program or similar material (including any modules and components, functions and features of a computer program) developed by You using the API Information and/or Development Materials.

If You do not agree to all of the terms and conditions of these Terms, You should not select the **“I Agree”** button or box (or other mechanism designed to acknowledge agreement) indicating that You

have read and agree to these Terms and You are not permitted to access or use the Service; however, any unauthorized use or access by You still constitutes agreement and consent to these Terms.

You can access a copy of these terms on the Autodesk website at www.autodesk.com/termservice or any successor or supplemental web page of Autodesk. You should print and keep a copy of these Terms for Your records