



## **Autodesk Subscription with Enterprise Priority Support Terms and Conditions**

Your purchase of Autodesk Subscription with Enterprise Priority Support is subject to the terms and conditions set out below (the "Subscription Agreement").

### **1. DEFINITIONS**

The following Definitions shall apply to the terms and conditions of Your Subscription:

**"Access"**: with respect to a computer program or other materials, (a) to use or execute the computer program or other materials or (b) to use or otherwise benefit from the features or functionality of the computer program or other materials; and with respect to Subscription benefits other than computer programs and other materials, to use or otherwise receive advantage from such benefit.

**"After Hours"**: periods during Weekends and Holidays.

**"Ancillary Product"**: any product or software (other than Covered Software or an Upgrade) which Autodesk may furnish to You from time to time as part of the Subscription and which (where applicable) is further described at the Autodesk Subscription Center, as updated by Autodesk from time to time. Autodesk reserves the right at its discretion to add Ancillary Products to or remove Ancillary Products from Subscription from time to time, without prior notification to You. Ancillary Products may include, but are not limited to, tools and other discreet products that require a separate Installation and function independently of the Covered Software. Some Ancillary Products may not be available as part of Subscription for certain Covered Software or in all languages, countries or regions.

**"Ancillary Services"**: any services, including services or functionality that is hosted or made available on servers owned or operated by or for Autodesk or its designee, or by separate entities not related to Autodesk, and made available from time to time during the Term via the internet or other access (other than Covered Software, an Upgrade or Ancillary Product or Support), which may be provided to You from time to time as part of Subscription, and which (where applicable) are further described at the Autodesk Subscription Center, as updated by Autodesk from time to time. Autodesk reserves the right at its discretion to add Ancillary Services to or remove Ancillary Services from Subscription from time to time, without prior notification to You. Some Ancillary Services may not be available as part of Subscription for certain Covered Software or in all languages, countries or regions. Without limiting the generality of the foregoing, Ancillary Services shall include, but not be limited to, Web Services.

**"Around the Clock"**: 24 hours per day, 7 days per week (Monday through Sunday), including all After Hours periods, on a worldwide basis.

**"Autodesk"**: Autodesk, Inc., a Delaware corporation, except that if, You acquire Your Subscription in (a) a country in Europe, Africa or the Middle East, "Autodesk" means Autodesk Development Sàrl or (b) a country in Asia, Oceania or the Asia-Pacific region, "Autodesk" means Autodesk Asia Pte Ltd.

**"Autodesk Software License"**: The standard software license agreement or license and services agreement, as applicable, between You and Autodesk, Inc., Autodesk Development Sàrl or Autodesk Asia Pte Ltd. (as applicable) included with or otherwise governing each copy of Covered Software granting You a license to

Install and Access that Autodesk-provided software.

**“Autodesk Subscription Center”**: the website located at <http://www.autodesk.com/subscriptionlogin> or any successor or other website or location as may be designated by Autodesk for Subscription.

**“Computer”**: 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 a software implementation of such a device (or so-called virtual machine).

**“Contract Manager”**: an individual designated by You who will have the authority to designate Your Software Coordinators, Named Callers, Customer Escalation Managers and Users on Autodesk Subscription Center, will receive Subscription renewal notices, and other operational communications, and where the Contract Manager has not designated a Software Coordinator, will receive product enhancement and Upgrade availability notices. The Contract Manager may also perform the role of the Customer Escalation Manager.

**“Covered Software”**: a computer program, or a module or component of a computer program, or functions and features of a computer program distributed or made available to You by Autodesk, which you have licensed from Autodesk pursuant to the terms and conditions of the applicable Autodesk Software License and for which You have purchased current Subscription as listed on Your Subscription order confirmations or license identification, as applicable. Any supplemental software code (which may include modular additions or extensions to Covered Software, Hotfixes, executables, libraries, plug-ins, enhancements or other software functionality which supplements or enhances that Covered Software) and which do not require separate Installation and cannot function independently of the Covered Software provided to You or Your Users as part of the Subscription and/or Support is deemed to be part of the Covered Software for which such code was provided unless otherwise specified by Autodesk.

**“Customer Information Form”**: the form completed by You and submitted to a Reseller or to Autodesk in connection with Your order for Subscription, and providing the information necessary to purchase Subscription.

**“Customer Escalation Manager”**: an individual designated by Your Contract Manager who will (i) be responsible for validating that all Support Requests submitted by Users or Named Callers as Severity 1 Incidents satisfy the Severity Level definition for Severity 1 – Critical, and (ii) act as Your single point of contact for communications with the SAM. You must ensure that each Customer Escalation Manager designated by Your Contract Manager understands the Severity Level definitions and is familiar with the environment in which You operate the Covered Software covered by Subscription with Enterprise Priority Support.

**“Effective Date”**: the date described in Section 5.1.

**“Extended Support Hours”**: 24 hours per day, 5 days per week during the applicable Workweek, excluding Holidays.

**“Holidays”**: periods other than Weekends that fall on Autodesk holidays and other scheduled Autodesk down-time periods in the applicable region.

**“Hotfix”**: a software fix or patch which, when installed, wholly or partially restores Covered Software to conformance with the applicable User Documentation or otherwise reduce or alleviate the adverse effect of the Incident on the Covered Software.

**“Incident”**: a problem or issue with the operation of Covered Software, which may include an interruption in the operation or a reduction in the performance of that Covered Software, or difficulty installing, activating or registering Covered Software or accessing Subscription benefits.

**“Install”**: with respect to a computer program or other materials, to copy the program or other materials onto a hard disk or other storage medium.

**“Local Business Hours”:** 9:00am to 5:00pm, 5 days per week (typically Monday morning through Friday evening), excluding, After Hours periods, for the registered location of the party submitting the applicable Support Request.

**“Mitigation”:** a Workaround or other information or assistance that does not constitute a Resolution, but does partially alleviate the adverse effects of an Incident on the operation of , Installation of, or Access to Covered Software, or Access to Subscription benefits. An Incident for which a Mitigation is provided is referred to as “Mitigated.”

**“Named Caller”:** a User, designated by Your Contract Manager or Software Coordinator, who may submit telephone Support Requests if You have purchased Subscription with Enterprise Priority Support.

**“Previous Version”:** as to any then-current release of Covered Software, a prior release of the Covered Software as to which such then-current release is a successor or substitute (as determined by Autodesk).

**“Reseller”:** a distributor or reseller authorized directly or indirectly by Autodesk to distribute authentic Covered Software to You.

**“Resolution”:** a final disposition of a reported Incident, which may include, but is not limited to, delivery of a Hotfix, Workaround, or other solution, or if none of the foregoing can be achieved despite commercially reasonable efforts, Resolution shall include a determination that no solution will be delivered for the Incident. An Incident for which a Resolution is provided is referred to as “Resolved.”

**“Response”:** Autodesk’s initial response to an Incident reported by You. A Response may be an acknowledgement of receipt of a Support Request or may include substantive information regarding the nature or root cause of the Incident.

**“Severity Level”:** the designation assigned to Incidents escalated to Autodesk pursuant to this Subscription Agreement. Severity Levels shall be assigned in accordance with the descriptions set forth in the following table:

Incident Severity Level	Description
<b>Severity 1 – Critical</b>	An Incident that involves total failure of the Covered Software to operate, or inability to Install or Access the Covered Software , or inability to Access one or more Subscription benefits, resulting in unrecoverable key design data loss or complete interruption of a mission critical design project, for which no Workaround exists.
<b>Severity 2 - Urgent</b>	An Incident that involves severe impairment of major Covered Software functionality or inability to Install or Access the Covered Software, or inability to Access one or more Subscription benefits that will result in long-term impairment of productivity. A Workaround may be available. Note that an Incident which would otherwise qualify as a Severity 1 Incident for which a Workaround exists would be a Severity 2 Incident.
<b>Severity 3 – Standard</b>	An Incident that has a limited or minor adverse effect

	<p>on Covered Software operation or involves inability to Install or Access the Covered Software, or inability to Access one or more Subscription benefits in a manner that does not substantially reduce productivity. A Workaround may be available. Severity 3 Incidents also include general usage questions regarding Covered Software and requests for clarification of the meaning of User Documentation.</p>
--	--

Your User or Named Caller, as applicable, will initially set the Severity Level in accordance with the above definitions, when submitting a Support Request. If in Autodesk's reasonable opinion, the Severity Level is set improperly, Autodesk may reset the Severity Level to the appropriate level based on the above criteria.

**“Software Coordinator”**: an individual designated on Autodesk Subscription Center by Your Contract Manager for a particular group of Covered Software assets. The Software Coordinator will receive product enhancement and Upgrade availability notices and will be responsible for receiving physical shipment of Upgrades, Covered Software and Ancillary Products, if any, for the applicable group.

**“Status Report”**: a communication from Autodesk that provides information regarding the current status of Resolution efforts for a reported Incident. A Status Report may also include Autodesk requests for additional information regarding an Incident.

**“Subscription”**: the program offered generally by Autodesk under which Autodesk may provide (among other things) updates and upgrades to, new versions of, and certain other support and services relating to the Covered Software. Most particularly “Subscription” refers to Your entitlement to receive Covered Software, Upgrades, Ancillary Products, Ancillary Services, and Support, if any, made available by Autodesk pursuant to this Subscription Agreement during the Term. Subscription may be offered at different benefit levels such as “Subscription”, “Subscription with Advanced Support” or “Subscription with Enterprise Priority Support”. Subscription also means any other program or service identified by Autodesk as being subject to this Subscription Agreement.

**“Subscription Fee”**: the fee paid by You for a Subscription.

**“Support”**: any of the varieties of technical support services more particularly described in Section 2.2 corresponding to the level of Subscription You have purchased. Support does not include training on the use of Covered Software.

**“Support Account Manager” or “SAM”**: an individual assigned to act as Your point of contact into Autodesk for Subscription with Enterprise Priority Support benefit-related matters.

**“Support Request”**: Your request for assistance with an Incident, as entered into Autodesk's Product Support system. Support Requests may also be referred to in Autodesk's systems and/or by Autodesk technical support personnel as “Cases”.

**“Term”**: the time periods (initial and renewal) defined in Sections 3.2 and 5.1.

**“Territory”**: (a) the country specified in accordance with the applicable Autodesk Software License, or (b) if there is no country is specified in accordance with the applicable Autodesk Software License, the country in which You acquire a license to the Covered Software. If the Autodesk Software License specifies, or if You acquire the Covered Software in, a member country of the European Union or the European Free Trade Association, Territory means all the countries of the European Union and the European Free Trade Association.

**“Uninstall”**: to remove or disable a copy of Covered Software from a hard drive or other storage medium through any means or otherwise to destroy or make unusable a copy of the Covered Software.

**“Upgrade”**: a full commercial version of Covered Software (a) which is a successor to or substitute for a prior release of such Covered Software (and may incorporate Hotfixes, error corrections, patches, service packs and updates and upgrades to, and may enhance or add to the features or functionality of, the prior release), (b) which is provided to a licensee who has previously licensed the applicable prior release from Autodesk and (c) for which Autodesk generally charges a separate fee or generally makes available only to customers under Subscription. An Upgrade does not include software that Autodesk treats as a separate product. Whether software is an Upgrade is determined by Autodesk and may be specified as provided in the applicable Autodesk Software License.

**“User”**: for purposes of this Subscription Agreement, any of the following: (i) the Contract Manager or Software Coordinator designated by You as Your primary authorized representative for Subscription and who is responsible for, among other things, managing Your Subscription, managing access to Your Subscription account, submitting Support Requests; (ii) any individuals added to Your Subscription account by Your Contract Manager or Software Coordinator or by Autodesk through its registration processes; (iii) Named Callers; or (iv) Customer Escalation Managers. Autodesk has the right to restrict the number of Users who submit Support Requests, have access to Ancillary Services and who otherwise have access to the Autodesk Subscription Center and fees or other conditions may apply if You want to add Users beyond Autodesk guidelines. You agree and acknowledge that all Users shall be bound by the terms and conditions of this Subscription Agreement. Autodesk reserves the right, but shall have no obligation, to verify that Users have been authorized by You and to restrict access to Subscription entitlements if, in Autodesk’s reasonable judgment, a User cannot be so verified.

**“User Documentation”**: the explanatory or instructional materials for Covered Software related (including materials regarding use of the Covered Software or related materials), whether in printed or electronic form, that Autodesk or a Reseller incorporates in the Covered Software or related materials (or the packaging for the Covered Software or related materials) or otherwise provides to its customers when or after such customers license, acquire or Install the Covered Software or related materials.

**“Web Service”**: one type of Ancillary Service consisting of a web- or cloud-based service requiring a connection to the Internet and that Autodesk makes available through Covered Software or any website owned or operated by or for the benefit of Autodesk.

**“Weekends”**: periods during the week when businesses are customarily closed in the time zone for the applicable regional Workweek (typically Friday evening to Monday morning in the applicable time zone).

**“Workaround”**: a technique or information that alleviates the adverse effects of an Incident on the operation of the Covered Software but may not entirely restore the product to substantial conformance with its User Documentation, or otherwise reduce or alleviate the adverse effect of the Incident on the Covered Software.

**“Workweek”**: the days of operation shown in Exhibit B to this Subscription Agreement for the Autodesk regional support center assigned to the registered location of the party submitting a Support Request.

**“You”**: the company or other legal entity on behalf of which Subscription is acquired, if Subscription is acquired on behalf of such an entity (e.g., by an employee, independent contractor, or other authorized representative), or if there is no such entity, the individual who acquires Subscription for the individual’s own account. For clarification, “You” refers only to a single, specifically identified legal entity or individual, and does not include any subsidiary or affiliate of any such legal entity or individual or any other related person.

## **2. SUBSCRIPTION BENEFITS**

### **2.1 Subscription in General**

During the Term, Autodesk will provide You with the benefits specified for the level of Subscription you have  
Rev. 05.07.2012

purchased for the Covered Software. Your use of Covered Software provided as part of Subscription, including additional Covered Software, Upgrades and Ancillary Products, shall be governed by the terms of the Autodesk Software License included with them, or in the absence of an Autodesk Software License, by the Autodesk Software License included with the Covered Software to which such additional Covered Software, Upgrade or Ancillary Product relates, or in the case of Ancillary Products or Ancillary Services delivered via the internet, by the Terms of Use or similar terms and conditions provided for such web-hosted Ancillary Products or Ancillary Services. You may not distribute, rent, loan, sell, sublicense or otherwise transfer or market any benefit of Subscription, including, but not limited to, Covered Software, Upgrade, Support, Ancillary Product or Ancillary Services to any other person or entity without Autodesk's prior written consent. If You wish to purchase a Subscription for any Autodesk software product licensed to You as a Network Version, Network License or other designation using the term "Network" pursuant to the applicable Autodesk Software License, then You must purchase a Subscription for each license incorporated in that Network Version or Network License. To purchase a Subscription, You must be registered with Autodesk as the licensee for the most current release of the Autodesk software product that You wish to place under Subscription.

## 2.2 Support

2.2.1 If Support is included or made available as part of Your Subscription, Support will be provided to You as set forth below:

(a) **Enterprise Priority Support:** for purchasers of Subscription with Enterprise Priority Support, as provided in Exhibit A to this Subscription Agreement.

(b) **Language of Support.** Support is provided in English, though Autodesk will attempt to honor requests for Support in local language where available.

2.2.2 Autodesk Support shall only be provided for:

(a) the most current release of the Covered Software;

(b) any Covered Software provided during the Term related to the then most current release; and

(c) other releases of the Covered Software listed on the Previous Version Eligible Product List while such other releases are so listed, except that Support may not be available in all languages, countries or regions.

If You are located in Brazil, for purposes of Brazilian Software Law, the Technical Validity Term of the Covered Software shall be the term between the date of release of the then-current version of such Covered Software and six (6) months after the date Autodesk makes the next release of that Covered Software commercially available or ninety (90) days after the delivery of the Covered Software to You, as described in the invoice, in the event no subsequent release is made commercially available.

2.2.3 Autodesk is not obliged to provide Support requested as a result of:

(a) operation of the Computer on which Covered Software is Installed in environmental conditions outside those prescribed by the Computer manufacturer;

(b) operation of the Covered Software with a version of the operating system software other than that specified by Autodesk;

(c) failure to maintain the Computer on which Covered Software is Installed or Accessed in accordance with standards prescribed by the Computer manufacturer;

(d) failure to ensure that Your personnel and staff are fully trained in the use and operation of Covered Software;

(e) Covered Software serviced, maintained or modified by anyone other than Autodesk;

(f) Your Computer hardware failing to meet the minimum specification prescribed by Autodesk for use with the Covered Software;

(g) operation of the Covered Software in combination with third party software, firmware, and/or hardware, other than third party operating system software specified by Autodesk; or

(h) operation of the Covered Software other than in accordance with the applicable Autodesk Software License.

#### 2.2.4 You must:

(a) ensure that Your User submits Support Requests in accordance with this Subscription Agreement;

(b) at all times maintain Subscription for the Covered Software for which You are requesting support;

(c) ensure that You or Your Users provide Autodesk with such information, specifications, or other information as may reasonably be required by Autodesk to provide Support;

(d) utilize the instructions and troubleshooting procedures provided by Autodesk, where applicable, prior to initiating a Support Request;

(e) follow the problem determination, problem analysis, and service request procedures that Autodesk provides;

(f) promptly Install all Hotfixes, product patches, corrections, maintenance releases or service packs supplied by Autodesk;

(g) if judged necessary by Autodesk, allow reasonable access to Your Covered Software by Autodesk;

(h) agree to back up all data on or prior to the provision of Support and to provide adequate security for the Computer on which the affected Covered Software is Installed;

(i) use best efforts to allow Autodesk access to the Computer on which the affected Covered Software is Installed via the Internet when requested by Autodesk as part of any remote diagnostic service that may be offered; and

(j) provide Covered Software users with the latest available User Documentation available from Autodesk for the applicable Covered Software.

2.2.5 If Your Subscription included or You otherwise purchased Support, Support for Covered Software and associated Upgrades, if any, shall be provided to You by Autodesk only via Your Users, Named Callers or Customer Escalation Managers, as applicable. Delivery of Support by Autodesk shall be governed exclusively by this Subscription Agreement. You may not transfer or market, or provide support to third parties using Support without the prior written consent of Autodesk.

2.2.6 You acknowledge and agree that Support is provided solely for Your internal use to support Your Installation of and Access to the Covered Software. Any information by or for Autodesk or its Resellers which is individually addressed, requires a password to access, or is otherwise restricted or made available in confidence will be deemed "Confidential Information" under the terms of this Subscription Agreement and subject to the provisions of Section 6 (Confidentiality). You further acknowledge and agree that the Covered Software forms part of Your specific hardware and software environment to deliver specific functionality, and the Support may not facilitate Your achievement of the results You desire within Your design constraints.

#### 2.2.7 Reseller's Role.

2.2.7.1 Your Reseller may offer support-related services for Autodesk software products that are separate from and in addition to Support for Covered Software by Autodesk under this Subscription Agreement. If You obtain such support services from Your Reseller You acknowledge and agree that (a) such support will be delivered solely by the Reseller, (b) the Reseller is solely responsible for the results and consequences of such support, (c) Autodesk is under no obligation to assist Your Reseller to provide such support, and (d) Autodesk has no liability of any kind with respect to any claims arising in connection with such support.

2.2.7.2 Notwithstanding anything to the contrary in Section 2.2.2 or 2.2.6, You may authorize Your Reseller to assist You in connection with requesting and receiving the Support provided by Autodesk under this Subscription Agreement. If Your Reseller acts on Your behalf in connection with requesting or receiving Support from Autodesk, You hereby consent to Autodesk permitting Your Reseller to access and monitor Your Support Requests and all other Support-related information on Autodesk Subscription Center, and allowing Your Reseller to submit Support Requests to Autodesk and receive Support from Autodesk on Your behalf. In such cases, the Reseller is operating as Your agent for purposes of submitting Support Requests and receiving Support, and is not acting on Autodesk's behalf in any manner.

### **2.3 Ancillary Products and Ancillary Services**

Autodesk may provide Ancillary Products and Ancillary Services to You subject to and in accordance with the terms of this Subscription Agreement and/or any other supplemental terms and conditions that are in addition to or different from the terms set forth in this Subscription Agreement. You must accept any such supplemental terms and conditions prior to accessing and using those Ancillary Products or Ancillary Services. Unless and until You accept such supplemental terms and conditions applicable to a particular Ancillary Service, You agree that Autodesk is under no obligation to provide such Ancillary Products or Ancillary Services to You. Such supplemental terms and conditions for Ancillary Products or Ancillary Services, if any, may be made available on the Autodesk Subscription Center (or an Autodesk web property analogous thereto), and may be amended by Autodesk from time to time in accordance with Section 8.9 (Revised Terms and Conditions). Autodesk reserves the right at its discretion to add new or eliminate existing Ancillary Products or Ancillary Services from Subscription at any time, without prior notification to You, and to make Ancillary Products or Ancillary Services available only in specific languages, such as English. Some Ancillary Products or Ancillary Services may not be available as part of Subscription for certain Covered Software, or in all languages, countries or regions.

**AUTODESK DOES NOT GUARANTEE THAT IT WILL MAKE AVAILABLE, AND YOU ACKNOWLEDGE THAT YOU MAY NOT RECEIVE, ANY UPGRADE, PREVIOUS VERSION, ANCILLARY PRODUCT OR ANCILLARY SERVICE DURING THE TERM OF YOUR SUBSCRIPTION.**

### **2.4 Use of Previous Versions**

2.4.1 Notwithstanding anything contained in the Autodesk Software License accompanying Your Covered Software or any Upgrade or Covered Software provided to You, for the Term of Your Subscription, You may Install and Access, Previous Version(s) of the Covered Software, as specifically identified in writing by Autodesk on the Previous Version Eligible Product List posted on the Autodesk Subscription Center, if any, provided that the following conditions are met:

(a) Installation of and Access to the Previous Version(s) shall be subject to the provisions of the applicable Autodesk Software License, as modified by this Section 2.4;

(b) Your Installation of and Access to Previous Versions shall be limited by the same license type or license version and other use- or quantity-related licensing metrics as apply to the associated Covered Software pursuant to the applicable Autodesk Software License (the "Applicable License Metrics");

(c) if You have Covered Software that is designated as a Stand-alone Version or a single seat of a Multi-seat Stand-alone Version, or is subject to a Stand-alone License or a single seat of Covered Software subject to a Multi-Seat Stand-alone License, the Covered Software and all Previous Versions of such Covered



Software shall be installed on the same Computer;

(d) if You have Covered Software that is designated as a Stand-alone Version or a single seat of a Multi-seat Stand-alone Version, or is subject to a Stand-alone License or a single seat of Covered Software subject to a Multi-Seat Stand-alone License in accordance with the applicable Autodesk Software License, neither the Covered Software nor any of the Previous Versions of the Covered Software shall be used concurrently;

(e) if You have Covered Software that is designated as a Stand-alone Version or a single seat of a Multi-seat Stand-alone Version, or is subject to a Stand-alone License or a single seat of Covered Software subject to a Multi-Seat Stand-alone License in accordance with the applicable Autodesk Software License, the Previous Version(s) or any permitted copies thereof, are not transferred to another Computer unless all permitted copies of the Covered Software are also transferred to the same Computer; and

(f) You are hereby acknowledging and agreeing that Autodesk does not have any obligation to provide support for the Previous Version(s) other than as set forth herein and any such obligations may be ended at any time.

Further if the Previous Version You want to use is not specifically identified in writing by Autodesk on the Autodesk Subscription Center for Previous Version use, You may still be able to use that Previous Version if, You legally licensed the Previous Version(s) and Your use of such Previous Versions does not exceed the total quantity of the Previous Versions that You originally licensed, subject to (a) through (f) above.

Notwithstanding anything in this Section 2.4.1 that may be construed to the contrary or the issuance of any authorization codes by Autodesk, unless specifically permitted by Autodesk in writing, in no event shall Your use of the Covered Software, including Previous Version(s), exceed the total authorized scope of use or quantity as determined by the Applicable License Metrics for the Covered Software licensed to You. Please note that Previous Versions and the benefits of this section 2.4 may not be available for all Covered Software and/or may not be available in relation to certain Previous Versions of Covered Software.

2.4.2 You agree that Autodesk has the right to require an audit (electronic or otherwise) of the Covered Software, Upgrades, Ancillary Products and Ancillary Services, including, but not limited to Previous Versions, and the Installation thereof and Access thereto. As part of any such audit, Autodesk or its authorized representative will have the right, on fifteen (15) days' prior notice to You, to inspect Your records, systems and facilities, including machine IDs, serial numbers and related information, to verify that the use of any and all Covered Software, Upgrades, Ancillary Products and Ancillary Services, including, but not limited to Previous Versions, is in conformance with this Subscription Agreement. You will provide full cooperation to enable any such audit. If Autodesk determines that Your use is not in conformity with the Subscription Agreement, You will immediately take such steps as are necessary to bring Your use into compliance with this Subscription Agreement and other applicable terms, and pay the reasonable costs of the audit. In addition to such payment rights, Autodesk reserves the right to seek any other remedies available at law or in equity, whether under this Agreement or otherwise.

2.4.3 If You upgrade to a separate Autodesk software product that is not specifically identified on the Previous Version Eligible Product List as a direct successor to the Covered Software previously owned by You and from which You upgraded, the provisions of the preceding two subsections (2.4.1 and 2.4.2) shall apply only with respect to the Previous Versions of the Covered Software to which You upgraded, and You must Uninstall all copies of the Covered Software from which You upgraded (and any Previous Versions thereto, if any) including any copies resident on Your hard disk drive, and upon request by Autodesk, return any User Documentation to Autodesk or Your Reseller within sixty (60) days of installing the Upgrade. Autodesk reserves the right to require You to show satisfactory proof that the Covered Software from which You upgraded (and any Previous Versions thereto) has been destroyed and/or to conduct the audit set forth in Section 2.4.2 above.

2.4.4 In the event Autodesk, in connection with the Previous Versions licensed to You under this Section 2.4, provides You Ancillary Products that supplement or extend a Previous Version, those Ancillary Products shall be subject to the terms and conditions of this Section 2.4 to the same extent as the Previous Versions to which

such Ancillary Products relate unless otherwise specified at the time of delivery.

2.4.5 Nothing herein requires Autodesk to supply You with media containing Previous Versions of the Covered Software or related User Documentation or to issue additional authorization codes or hardware or software locks. Moreover, Autodesk reserves the right to charge a transaction fee for the issuance or re-issuance of media, authorization codes, hardware locks or software locks, if Autodesk, in its discretion decides to provide such to You. Further, if the Previous Version of the Covered Software has been retired or otherwise discontinued by Autodesk, You agree and acknowledge that (a) in no event is Autodesk required to issue authorization codes or hardware or software locks to You or to provide You with any media or other deliverables to enable You to Access or Install such retired or discontinued Previous Versions; and (b) these rights to use Previous Versions do not allow You to Install or Access additional licenses (i.e. more than You have on Subscription) of any Previous Version of the Covered Software that has been retired or otherwise discontinued by Autodesk.

2.4.6 Previous Versions may not be available or made available for all Covered Software, or in all languages, countries or regions, or may be subject to additional conditions and restrictions for certain Covered Software. Autodesk reserves the right to modify or terminate rights to use Previous Versions at any time, without prior notification. If Your Subscription expires or otherwise terminates, Your rights to use the Previous Version(s) under this Subscription Agreement shall terminate, and your rights with respect to such Previous Versions shall be determined by the terms of the Autodesk Software License, including, without limitation, the obligations to Uninstall such Previous Version(s) if You are not entitled to use a Previous Version.

### **3. PURCHASES; RENEWALS**

**3.1 Purchases.** When You purchase Subscription, Autodesk will provide You with instructions on how to access Subscription information and Support on the Autodesk Subscription Center.

**3.2 Renewals.** Prior to expiration of Your Subscription, You may purchase a renewal of Subscription for an additional term ("Renewal Term") from a Reseller or Autodesk. Unless otherwise agreed by Autodesk, if You do not purchase a renewal for Your Subscription prior to expiration of the Term, Your Subscription will automatically expire. If You do not renew prior to expiration of Your Subscription, You wish to reinstate Your expired Subscription, then You will be required to purchase at least both the then-current release and a Subscription for that release and/or You may be subject to the payment of additional or other fees.

**3.3 Requirement of Consistent Subscription Level for Covered Software.** Unless otherwise agreed by Autodesk, in order to be entitled to receive Support and other Subscription benefits for any Covered Software product, if any Covered Software product is covered by Subscription with Enterprise Priority Support, all other active licenses for any product that You own also must be on the same level of Subscription (i.e., Subscription with Enterprise Priority Support). If Autodesk has not otherwise agreed and discovers that You do not have all licenses on the same level of Subscription, Autodesk may suspend delivery of or otherwise reduce the level of Support and other Subscription benefits until the inconsistent Subscription levels are corrected.

### **4. DELIVERY**

Covered Software, Upgrades or Ancillary Products shall at Autodesk's discretion be (a) available for download at the Autodesk Subscription Center or any successor or other website or location as may be designated by Autodesk, (b) shipped to You FCA (Incoterms 2010) Autodesk's facilities to the address specified on Your Customer Information Form (or, if no Customer Information Form or address is provided, to any other address known or made available to Autodesk), or (c) shipped to You via an Autodesk authorized third party. Autodesk will notify You of availability of Covered Software, Upgrades, Ancillary Services or Ancillary Products and the delivery method, if applicable. If Autodesk ships to You, it will make commercially reasonable efforts to deliver within thirty (30) days of its notice or, as applicable, Your request for physical shipment, but shall not be liable for any losses or expenses incurred by You as a result of late delivery or a delivery to an incorrect address.

### **5. TERM AND TERMINATION**

**5.1 Effective Date; Term.** The Effective Date of Your Subscription will be the date as determined by Autodesk in accordance with its Subscription policies for entering Your Subscription into the Autodesk systems. Renewal Terms of Subscription shall commence on an anniversary of the Effective Date. The Initial Term of Your Subscription will continue for one (1), two (2) or three (3) years from the Effective Date, depending on the length of term for which You qualify, select and purchase. Renewal Terms of Your Subscription will continue for one (1), two (2) or three (3) years from the anniversary of the Effective Date immediately following the end of the Initial Term or the immediately preceding Renewal Term (as the case may be), depending on the length of Renewal Term which You select and purchase. Autodesk will endeavor to confirm Your purchase within 48 hours after the Effective Date or relevant anniversary of the Effective Date (as the case may be).

**5.2 Termination.** Each of Autodesk or you may terminate this Subscription Agreement, if the other party is in breach of this Subscription Agreement 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 Your Subscription, and/or other Autodesk obligations or Your rights under this Subscription Agreement, if You fail to make a payment to Autodesk or a Reseller or otherwise fail to comply with the provisions of this Subscription Agreement or other terms relating to any such Subscription. Autodesk may also terminate this Agreement if You become subject to bankruptcy proceedings, become insolvent, or make an arrangement with Your creditors. This Subscription Agreement 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 this Subscription Agreement.

**5.3 Effect of Termination.** Upon termination or expiration of this Subscription Agreement, the rights and benefit entitlements granted hereunder will terminate. Upon termination or expiration You must cease all use of Ancillary Products and Ancillary Services with respect to the terminated or expired Subscription Agreement. Autodesk reserves the right to require You to show satisfactory proof that all Ancillary Products and Ancillary Services have been Uninstalled or otherwise are no longer in use.

## **6 CONFIDENTIALITY.**

**6.1 Definition of Confidential Information and Exclusions.** For purposes of this Subscription Agreement only, "Confidential Information" shall mean information, that is disclosed in written, oral, electronic, visual or other form by either party (each, as a "Disclosing Party") to the other party (each, as a "Receiving Party") during the Term, either (i) marked or designated as "confidential" or "proprietary" at the time of disclosure or (ii) disclosed under circumstance under which it ought to be treated as confidential by Receiving Party, and shall be limited to Autodesk technical information regarding Covered Software or information pertaining to future or new Autodesk product development plans and related technical or business information, if any, disclosed by Autodesk to You in connection with the delivery of benefits under this Subscription Agreement, and any design files you provide in connection with Your Support Requests or any project or Covered Software environment-related information associated with Health Check Services disclosed by You to Autodesk in connection with requesting and receiving Support or other Subscription benefits under this Subscription Agreement. Confidential Information shall not include information that from and after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (ii) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party free of any obligation of confidence, as shown by Receiving Party's written records; or (iii) was rightfully disclosed to Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information as shown by Receiving Party's written records. Confidential Information disclosed by Autodesk concerning planned or future development efforts for existing or new Autodesk products and services is not intended to be a promise or guarantee of future delivery of products, services or features, but merely reflects Autodesk's current plans, which are subject to change without notice. Accordingly, such Autodesk Confidential Information may not be relied on for purchasing decisions or for any other purpose.

**6.2 Obligations with Respect to Confidential Information.** Receiving Party agrees to protect the Confidential Information by using the same degree of care as Receiving Party uses to protect its own confidential or proprietary information (but not less than a reasonable degree of care): (i) to prevent the unauthorized use, dissemination or publication of the Confidential Information, (ii) not to divulge Confidential Information to any third party, (iii) not to make any use of such Confidential Information except as necessary to perform its obligations or exercise its rights under this Subscription Agreement (the "Subscription Purpose"), (iv) not to copy except as reasonably required in direct support of the Subscription Purpose, and any copies made will include appropriate marking identifying same as constituting or containing Confidential Information of the Disclosing Party; and (v) not to reverse engineer any such Confidential Information. Receiving Party shall limit the use of and access to the Disclosing Party's Confidential Information to Receiving Party's employees and the employees of Receiving Party's respective parent, subsidiaries and affiliated entities or authorized representatives who have: (i) a need to know and have been notified that such information is Confidential Information to be used solely for the Subscription Purpose; and (ii) entered into binding confidentiality obligations no less protective of Disclosing Party than those contained in this Subscription Agreement. Receiving Party may disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided Disclosing Party is given prompt prior written notice of such requirement and the scope of such disclosure is limited to the extent possible. The obligations of Receiving Party regarding use and disclosure of the Confidential Information shall survive any termination or expiration of this Subscription Agreement for a period of three (3) years after the Subscription Agreement expiration date or termination date.

**6.3 Ownership of Confidential Information.** All Confidential Information and any Derivatives thereof, unless otherwise specified in writing remains the property of the Disclosing Party. Receiving Party acquires no rights or licenses in the intellectual property of Disclosing Party including but not limited to, patents, trademarks, copyrights or service marks under this Subscription Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with this Subscription Agreement. For purposes of this Subscription Agreement, "Derivatives" means (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; and (ii) for material which is protected by trade secret, any new material derived from or based on such existing trade secret material, including new material which may be protected under copyright and/or trade secret laws. Receiving Party agrees that the obligations assumed by Receiving Party herein are necessary and reasonable in order to protect Disclosing Party and its business, and the Receiving Party expressly agrees that monetary damages would be inadequate to compensate Disclosing Party for any breach by Receiving Party of its covenants and agreements set forth herein. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Subscription Agreement or the continuation of any such breach by Receiving Party, without the necessity of proving actual damages. Receiving Party will notify Disclosing Party in writing immediately upon learning of the occurrence of any unauthorized disclosure of Confidential Information or other breach of this Subscription Agreement. Receiving Party will assist Disclosing Party in remedying any unauthorized use or disclosure of Confidential Information.

## **7. LIMITATION OF LIABILITY; NO WARRANTIES**

**7.1 Limitation of Liability.** IN NO EVENT WILL AUTODESK BE LIABLE FOR FAILURE TO MANUFACTURE OR MAKE COMMERCIALY AVAILABLE COVERED SOFTWARE, UPGRADES, ANCILLARY PRODUCTS, ANCILLARY SERVICES OR SUPPORT DURING THE TERM OF YOUR SUBSCRIPTION. IN NO EVENT SHALL AUTODESK BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IN NO EVENT WILL AUTODESK HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, USE, REVENUE, OR DATA; OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY). IN ADDITION, THE LIABILITY OF AUTODESK ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU TO AUTODESK OR THE RESELLER FOR THE SUBSCRIPTION IN  
Rev. 05.07.2012

CONNECTION WITH WHICH THE CLAIM ARISES. THESE LIMITATIONS WILL APPLY EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION FEE REFLECTS THIS ALLOCATION OF RISK AND THAT THE LIMITATION SET FORTH IN THIS SECTION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES. These limitations shall be in addition to, and not in substitution for, the limitations of liability set out in any applicable Autodesk Software License.

**7.2 No Warranties.** SAVE AS SET OUT IN ANY APPLICABLE AUTODESK SOFTWARE LICENSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW AUTODESK MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND CONCERNING SUBSCRIPTION, ANY COVERED SOFTWARE, UPGRADE, ANCILLARY PRODUCT, ANCILLARY SERVICE OR SUPPORT EITHER, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AUTODESK DOES NOT SPECIFICALLY WARRANT THAT:

(A) SUPPORT BY AUTODESK WILL ENSURE THAT THE OPERATION OF COVERED SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED;

(B) ERRORS WILL BE CORRECTED BY AUTODESK;

(C) AUTODESK WILL RESOLVE ANY SUPPORT REQUEST BY A USER; OR

(D) THAT ANY RESOLUTION PROPOSED IN RELATION TO A SUPPORT REQUEST WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.

NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.

## **8. GENERAL**

**8.1 Governing Law.** This Subscription Agreement will be governed by and construed in accordance with the laws of (a) Switzerland if You acquired Subscription in a country in Europe, Africa or the Middle East, (b) Singapore if You acquired Subscription in a country in Asia, Oceania or the Asia-Pacific region, or (c) the State of California (and, to the extent controlling, the federal laws of the United States) if You acquired Subscription in a country in the Americas (including the Caribbean) or any other country not specified in this Section 8.1. 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) this Subscription Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement 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 Subscription 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.

**8.2 Force Majeure.** Autodesk will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Autodesk's reasonable control.

**8.3 Assignment; Waiver; Affiliates.** You may not assign this Subscription Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion, and any purported assignment by You will be void. In the context of any bankruptcy

or similar proceeding, this Subscription Agreement is and will be treated as an executory contract of the type described by Section 365(c)(1) of Title 11 of the United States Code and may not be assigned without Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion. You acknowledge and agree that Autodesk may arrange to have its subsidiaries, affiliates and subcontractors engage in activities in connection with this Subscription Agreement, including, without limitation, delivering Subscription benefits, provided that Autodesk (and not such subsidiaries, affiliates or subcontractors) will remain subject to the obligations of Autodesk under this Subscription Agreement. You also agree that Autodesk's subsidiaries and affiliates may enforce (including taking actions for breach of) this Subscription Agreement. No term or provision of this Subscription Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

**8.4 United States Export Controls.** You acknowledge that the Covered Software, Upgrades, Ancillary Products, Ancillary Services and Support are subject to the export control laws and regulations of the United States ("U.S.") and will abide by those laws and regulations. Under U.S. export control laws and regulations, the Covered Software, Upgrades, Ancillary Products, Ancillary Services and Support may not be downloaded, received or otherwise exported, re-exported, or transferred to restricted countries, to restricted end users or for restricted end uses. You represent, warrant and covenant that neither You nor your personnel (a) are located in, or a resident or a national of, a restricted country; (b) are on any of the U.S. government lists of restricted end users; and (c) will, unless otherwise authorized under U.S. export control regulations, use Covered Software, Upgrades, Ancillary Products, Ancillary Services and Support 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. You understand that the requirements and restrictions of U.S. law as applicable to You may vary depending on the Covered Software, Upgrades, Ancillary Products, Ancillary Services and Support received and may change over time, and that, to determine the precise controls applicable to the Covered Software, Upgrades, Ancillary Products, Ancillary Services and Support, it is necessary to refer to the U.S. Export Administration Regulations and the U.S. Department of Treasury, Office of Foreign Assets Control Regulations.

**8.5 Entire Agreement; Severability.** Except as otherwise provided in this Subscription Agreement, these terms constitute the entire agreement between the parties (and merges and supersedes any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. Terms stipulated by You in any communication which purport to vary this Subscription Agreement will be void and of no effect unless agreed in a writing signed by an authorized representative of Autodesk. Any other modifications to this Agreement will also be invalid unless agreed to in a writing signed by an authorized representative of Autodesk. If a court of competent jurisdiction determines in a final non-appealable judgment that any provision of these terms and conditions is unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of these terms and conditions will remain in full force and effect.

**8.6 Notices.** Notices from Autodesk shall be in writing and may be sent by mail or electronic mail or posted to the Autodesk Subscription Center or any other method that Autodesk reasonably determines will provide appropriate notice. You may not opt out of receiving such notices. Notices from You shall be in writing and may be sent by mail or web form, as Autodesk may require. Notices from Autodesk to You shall be effective (i) in the case of notices by email when sent to the email address set out on Your Customer Information Form or other official documentation that You have provided to Autodesk or (ii) in the case of notices by mail, five (5) days after sending by regular post to the address set out on Your Customer Information Form or other official documentation that You have provided to Autodesk or (iii) in the case of postings to the Autodesk Subscription Center or other methods deemed reasonable by Autodesk, ten (10) Business Days after such notices are posted to the Autodesk Subscription Center or sent in the manner reasonably determined by Autodesk. Web

forms are accessible through Autodesk Subscription Center or at [www.autodesk.com/contactus](http://www.autodesk.com/contactus). Notices from You to Autodesk shall be effective when received by Autodesk.

## **8.7 Privacy; Connectivity.**

**8.7.1 Privacy and Use of Information.** You acknowledge and agree that You (and third parties acting on Your behalf) may provide, and Autodesk and its Resellers (and third parties acting on behalf of Autodesk and its Resellers) may obtain, certain information and data with respect to You (including, without limitation, personal information) and Your business in connection with this Subscription Agreement, including, without limitation, information and data provided to or obtained by Autodesk and its Resellers (or third parties acting on behalf of Autodesk and its Resellers) through the Customer Information Form and otherwise, in connection with ordering, registration, activation, updating, validating entitlement to, auditing, monitoring Installation of and Access to Covered Software, Updates, Support, Ancillary Services, Ancillary Products, and managing the relationship with You. You hereby consent to Autodesk maintaining, using, storing and disclosing such information and data (including, without limitation, personal information, if any) in conformity with Autodesk's policies on privacy and data protection, as such policies may be updated from time to time, including without limitation Autodesk's Privacy Policy, as currently located at <http://usa.autodesk.com/company/legal-notice-trademarks/privacy-policy>. Without limitation of the generality of the foregoing, You acknowledge that and agrees that: (a) Autodesk may from time to time prompt You (and third parties acting on Your behalf) to provide express agreement to the terms of Autodesk's Privacy Policy and/or express agreement to specific uses of information and data (including, without limitation, personal information); (b) Autodesk may provide information and data, including, without limitation, information and data about Your use of Covered Software, Upgrades, Support, Ancillary Products and Ancillary Services, Resellers, Autodesk affiliates and other third parties in connection with the provision, maintenance, administration or usage of Covered Software, Upgrades, Support, Ancillary Products and Ancillary Services or in connection with enforcement of any agreements relating to Covered Software, Upgrades, Support, Ancillary Products and Ancillary Services; and (c) Autodesk may make cross-border transfers of such information and data, including to jurisdictions with privacy or data protection laws that are less protective of Your information and data than the jurisdiction in which You are domiciled. You acknowledge and agree that such policies may be changed from time to time by Autodesk and that, effective upon posting on Autodesk's website or other written notice from Autodesk, You will be subject to such changes.

**8.7.2 Connectivity.** Certain Covered Software, Upgrades, Ancillary Products or Ancillary Services, including, but not limited to Web Services, may facilitate or require Your Access to and use of content and services that are hosted on websites maintained by Autodesk or by third parties. In some cases, such content and services may appear to be a feature or function within, or extension of, the Covered Software on Your Computer even though hosted on such websites. Accessing such content or services and use of Covered Software may cause Your Computer, without additional notice, to connect automatically to the Internet (transitorily, intermittently or on a regular basis) and to communicate with an Autodesk or third-party website—for example, for purposes of providing You with additional information, features and functionality or to validate that the Covered Software, Upgrades, Ancillary Products or Ancillary Services are being used as permitted under this Subscription Agreement or other applicable terms. Such connectivity to Autodesk websites is governed by Autodesk's policies on privacy and data protection described in Section 8.7.1 (Privacy; Use of Information; Connectivity). Such connectivity to websites of third parties is governed by the terms (including the disclaimers and notices) found on such sites or otherwise associated with the third-party content or services. Autodesk does not control, endorse, or accept responsibility for any such third-party content or services, and any dealings between You and any third party in connection with such content or services, 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 content or

Rev. 05.07.2012

services. Access to and use of certain content and services (whether of Autodesk or third parties) may require assent to separate terms and/or payment of additional fees.

**8.8 Survival.** Sections 7 and 8 of these terms and conditions shall survive termination of all or any of Your Subscription.

**8.9 Revised Terms and Conditions.** Autodesk may revise this Subscription Agreement, any Subscription-related policies, Support, Ancillary Products, Ancillary Services and any other Subscription benefits, including any supplemental terms and conditions applicable thereto, at any time and will notify You of any such revision. Notification may occur via email, be posted on the Autodesk Subscription Center or may occur in any other manner deemed reasonable by Autodesk. If You do not accept said revisions, You must notify Autodesk in writing within thirty (30) days of the date of Autodesk's notification to You. If You do so notify Autodesk, Your existing Subscription will continue to be governed by the last Subscription Agreement and associated terms and conditions that You accepted (including any deemed acceptances) until the end of Your then current Subscription Term (if You have paid all applicable fees for the entire Term), and at the end of such Term, Your Subscription shall expire and if You have not paid all applicable fees for the entire Term then Your Subscription will end at the end of the year or period for which You have paid the applicable fees. If You do not so notify Autodesk, or if You place new orders for, or renew Your Subscription or continue to pay Your annual or other Subscription fees (if applicable), You will be deemed to have accepted such revisions for all Your Subscription. Notwithstanding the foregoing, in the event Autodesk revises this Subscription Agreement, or any Subscription-related policies for Support, Ancillary Products, Ancillary Services, Upgrades and/or any other Subscription benefits, including any supplemental terms and conditions applicable thereto,, You will not be entitled to any additional benefits or services offered thereunder absent the payment to Autodesk or Resellers of the appropriate fee related to said revision, if any.

#### **8.10. Language**

The English language version of this Subscription Agreement is legally binding in case of any inconsistencies between the English version and any translations. If You purchased Subscription in Canada, You agree to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices, have been and shall 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.



**EXHIBIT A**  
**SUBSCRIPTION WITH ENTERPRISE PRIORITY SUPPORT BENEFITS**

**1. Enterprise Priority Support (Forum Support, Web Support and Telephone Support):**

**A. Expedited Forum Support:**

For certain Covered Software, in certain countries or regions, Autodesk product support specialists will monitor product forums and assist with technical support questions. Autodesk will use commercially reasonable efforts to provide a Response to Your Support Requests submitted to a monitored forum within two days during Local Business Hours, provided that You have correctly linked Your Subscription Center account with your forum account.

**B. Enterprise Priority Web Support:**

Web Support will be provided to You via Your Users during the Available Support Hours set forth in the table in Subsection C, below, except that Web Support may be temporarily unavailable during scheduled system maintenance. All Support Requests Web Support shall be submitted solely via the Autodesk Subscription Center, following the instructions and procedures stated there. Autodesk will use commercially reasonable efforts to provide Response, Status Reports, Mitigations and Resolutions within the applicable Targets set forth in the table in Subsection C, below. Autodesk's Web Support related communications will generally be posted to the Autodesk Subscription Center and Your User will be notified of the posting of the information by email. Your User may also be contacted by email or telephone to facilitate Mitigation or Resolution of specific Incidents in Autodesk's discretion.

**C. Enterprise Priority Telephone Support, Support Hours and Response Targets:**

If You purchase Subscription with Enterprise Priority Support, You may appoint an unlimited number of Named Callers and/or Customer Escalation managers. Only Named Callers and Customer Escalation Managers may submit Telephone Support Requests. Note that if Autodesk receives a Support Request from a User who has not been designated by Your Contract Manager as a Named Caller, Autodesk may designate that User as a Named Caller for purposes of handling the Support Request, and if so will notify Your Contract Manager of the designation. Your Contract Manager may modify Named Caller designations as described herein. Enterprise Priority Telephone Support will be provided to Your Named Callers by telephone during the Available Support Hours set forth in the table, below. All Support Requests for Enterprise Priority Telephone Support may be submitted to any regional Autodesk call center, subject to the requirements of Section 2.2 of this Subscription Agreement. Autodesk will use commercially reasonable efforts to provide Responses, Status Reports, Mitigations and Resolutions within the target times specified, based on the Severity Level of the Incident, as shown in the table below. Autodesk's Responses, Status Reports, and the availability of Mitigations or a Resolution will generally be communicated to Your Named Caller by telephone call from a product support specialist or via telephone or e-mail communication from Your SAM. If Autodesk provides a Mitigation, Autodesk will reduce the Severity Level of the Incident to the appropriate level in accordance with the Severity Level description matching the post-Mitigation condition of the Incident, and from that time the Status Reporting and Resolution Targets for the newly assigned Severity Level shall apply.

<b>Incident Severity Level</b>	<b>Available Support Hours</b>	<b>Response Target</b>	<b>Status Reporting Target<sup>4</sup></b>	<b>Resolution Target</b>
Severity 1 – Critical <sup>1</sup>	You may submit Telephone Support Requests Around the Clock. Web Support Requests may be submitted	Within 1 hour from Autodesk's receipt of Your Support Request <sup>3</sup>	Hourly during Local Business Hours following Response, until Your Severity 1 Incident is Resolved or Mitigated	Provide either a Mitigation or Resolution within 24 Local Business Hours following Response

	at any time. <sup>2</sup>			
Severity 2 - Urgent	You may submit Telephone Support Requests during Extended Support Hours. Web Support Requests may be submitted at any time.	Within 2 hours during Extended Support Hours from Autodesk's receipt of Your Support Request	Once per day during Local Business Hours following Response until Your Severity 2 Incident is Resolved or Mitigated	Provide either a Mitigation or Resolution within 5 days during Local Business Hours following Response
Severity 3 – Standard <sup>5</sup>	You may submit Telephone Support Requests during Extended Support Hours. Web Support Requests may be submitted at any time.	Within 8 hours during Extended Support Hours =from Autodesk's receipt of Your Support Request	Once per week during Local Business Hours following Response until Your Severity 3 Incident is Resolved or Mitigated	Provide either a Mitigation or Resolution within 30 days during Local Business Hours following Response

**NOTES:**

<sup>1</sup> While Users or Named Callers may Submit Support Requests for Severity 1 Incidents, Autodesk will treat such Support Requests as being for a Severity 2 Incident until the Severity 1 status of the Support Request has been validated by either a Customer Escalation Manager or Your SAM. Support Requests for Severity 1 Incidents submitted by a Customer Escalation Manager shall be treated by Autodesk as having Severity 1 status upon receipt.

<sup>2</sup> If You wish to receive Enterprise Priority Telephone Support Around the Clock, You must make one or more Named Callers or Customer Escalation Managers available to receive and act on Autodesk support-related communications Around the Clock. If You wish to receive Enterprise Priority Web Support Around the Clock, You must make one or more Users available to receive and act on Autodesk support-related communications Around the Clock.

<sup>3</sup> For Severity 1 Support Requests received within 1 hour of the commencement of an After Hours period, the Response Target shall be within 4 hours from Autodesk's receipt of Your Support Request. In addition, Autodesk will use commercially reasonable efforts to provide a supplemental technical Response within 4 hours after the initial Response.

<sup>4</sup> You may work with Your SAM to specify less frequent Status Reporting than the Status Reporting Target shown for the particular Severity Level of Your Incident.

<sup>5</sup> You may submit a Support Request for inclusion of new features, enhancements or functionality to Covered Software, and the Severity 3 Available Support Hours will apply, provided that Autodesk shall be under no obligation to provide a Response for, Status Reports regarding or to Resolve such Support Requests.

**D. Previous Version Corrective Efforts:**

If an Incident You report is remedied in an Upgrade (i.e., a successor release) to the Covered Software, You may either accept the Upgrade as a Mitigation or Resolution for Your Incident or request that Autodesk work to create a new Hotfix or Workaround for the earlier release of Covered Software affected by the Incident,

provided that such earlier release is listed on the Previous Version Eligible Product List. If You request that Autodesk work on a new Hotfix or Workaround, Autodesk will use commercially reasonable efforts to identify and provide such Hotfix or Workaround, but makes no commitment with respect to when such new Hotfix or Workaround will be delivered.

## **2. Core Subscription Benefits:**

### **A. Upgrades:**

During the Term, You will be entitled to receive any new Upgrades that are made available by Autodesk for Covered Software that is under Subscription at the time such new Upgrade becomes available. You may Install and Access such new Upgrade, subject to the applicable Autodesk Software License and this Subscription Agreement.

### **B. Ancillary Products:**

During the Term, subject to the conditions specified in Section 2.3 of this Subscription Agreement and such other terms as may be provided for Ancillary Products, You will be entitled to receive or access and use, as applicable, such Ancillary Products as are made available by Autodesk for the Covered Software for which You have purchased Subscription.

Without limiting the generality of the foregoing, such Ancillary Products may include, if available for Your Covered Software and/or in Your region, but not be limited to, product enhancements such as extensions, plug-ins, tools, and Subscription Advantage Packs.

### **C. Ancillary Services:**

During the Term, subject to the requirements specified in Section 2.3 of this Subscription Agreement, and such other terms as may be provided for particular Ancillary Services, You will be entitled to access and use or exercise, as applicable, such Ancillary Services as are made available by Autodesk for the Covered Software for which You have purchased Subscription. Without limiting the generality of the foregoing, such Ancillary Services may include, if available for Your Covered Software and/or in Your region, but not be limited to:

#### **(i) Previous Version Use (Per Section 2.4)**

During the Term, You may Install and Access Previous Versions of Covered Software on Subscription subject to the requirements of and in accordance with Section 2.4 of the Subscription Agreement.

#### **(ii) Home Use Rights**

Notwithstanding anything to the contrary contained in the applicable Autodesk Software License, during the Subscription Term and subject to the requirements set forth in this Section 2.C.(ii), You may Install or permit an employee to install a second copy of the Covered Software during the Subscription Term on a Computer located in the Territory but away from Your business site, including a work-provided or personally owned Computer located at an employee's home, to be used solely for Your own internal business needs, in accordance with the applicable Autodesk Software License, which internal business needs may include, but are not limited to, employee training and education with respect to the Covered Software. The copy of the Covered Software Installed at Your work location is referred to as being subject to the "Primary License" and the copy of the Covered Software Installed away from Your work location is referred to as being subject to the "Home Use License". Home Use Licenses are not available for all Covered Software or in all countries.

Your Home Use is subject to all of the following:

Rev. 05.07.2012

(a) You may Install Home Use copies of the Covered Software only up to the total authorized scope of use or quantity as determined the Applicable License Metrics for the Covered Software You have under a current Subscription;

(b) You must obtain the appropriate authorization codes for the Home Use License from Autodesk, as specified below;

(c) Covered Software subject to the Home Use License may not be Accessed concurrently with Covered Software subject to the Primary License;

(d) Your Home Use rights commence on the date of the issuance of the authorization code for a Home Use License from Autodesk and continue for a period of thirteen (13) months from such date, at which time the Covered Software subject to the Home Use License will cease to function;

(e) Home Use Licenses are not subject to being upgraded with new Upgrades, will not be replaced by Autodesk if lost, stolen or destroyed, and may be requested only for the current release and the two preceding releases of the Covered Software;

(f) Support is not available for Covered Software subject to Home Use Licenses, though it remains available for Covered Software subject to Primary Licenses;

(g) Covered Software subject to a Home Use License must be the same localization and release as the Covered Software subject to the corresponding Primary License;

(h) Home Use of Covered Software by an employee must terminate if that employee leaves Your employment, and continued Home Use of Software by a former employee shall constitute a breach of this Subscription Agreement and of Your Autodesk Software License; and

(i) requests for Home Use Licenses may be submitted solely by Your Software Coordinator or Contract Manager, in accordance with the following process:

**Process for Obtaining Home Use Licenses.** If the Primary License is for a Stand-alone Version or is subject to a Stand-alone License pursuant to the applicable Autodesk Software License, You may use the media in Your possession to install the Home Use License for the Covered Software. Once the Stand-alone Version or Stand-alone License Home Use License is installed You must obtain an authorization code from Autodesk. Stand-alone Version or Stand-alone License Home Use Licenses will have the same serial number as the corresponding Primary License.

If the Primary License is for a Network Version or is subject to a Network License pursuant to the applicable Autodesk Software License, You must complete and submit a Home Use License Application to Autodesk. Following receipt of a properly completed Home Use License Application, Autodesk will provide You with a companion serial number that can be used to Install the Home Use License. Once You have installed the Home Use License, You must obtain an authorization code from Autodesk. Note that a Home Use License and the corresponding Network Version or Network License Primary License will have a different serial number, and the Home Use License will be a Stand-alone Version or Stand-alone License, as applicable.

Autodesk is under no obligation to provide new media for Covered Software subject to a Home Use License, and if media is requested and provided, additional fees may apply. If no new media is provided, You must use Your existing media for Installing Covered Software subject to Home Use Licenses, whether the Covered Software subject to the corresponding Primary License is a Stand-alone Version, Stand-alone License or a Network Version or Network License.

### **(iii) Extra Territory Use Rights**

Notwithstanding anything to the contrary contained in the applicable Autodesk Software License with respect to Territory, during the Term and subject to the requirements set forth in this Section 2.C.(iii), You may Install or permit an employee to Install the Covered Software under Subscription on a portable Computer and Access that Covered Software outside the Territory for a period not to exceed ninety (90) days in any twelve (12) month period without Autodesk's written consent. Extra Territory Use Covered Software may be used solely for Your own internal business needs as provided in the applicable Autodesk Software License. Extra territory Use is not available for all Covered Software or in all countries.

Your Extra Territory Use is subject to all of the following:

(a) except as otherwise provided in this Section 2.C.(iii), You comply with all provisions of the applicable Autodesk Software License, including, but not limited to compliance with all U.S. or other applicable export control laws;

(b) Your Access is solely on a portable Computer that will travel with You while outside the Territory;

(c) the Covered Software may not be copied or transferred to any other Computer or Accessed by anyone other than You while outside the Territory; and

(d) if You are entitled to Support the Available Support Hours for the type of Subscription and Your Territory apply.

### **(iv) Web Services**

During the Term of Your Subscription Autodesk may provide you with access to certain Web Services for Your Covered Software as a benefit of Your Subscription. Web Services available for Covered Software and for Your level of Subscription, if any, are described on Autodesk's website or such other location as Autodesk may designate.

**3. Enterprise Priority Subscription Benefits:** During the Term, You are entitled to receive the following in addition to the Enterprise Priority Support and the Core Subscription Benefits described above.

#### **A. Support Account Manager ("SAM"):**

You are entitled to a designated SAM.

##### **(i) SAM's Role**

The SAM's role is intended to be flexible and adaptable to suit Your specific requirements, but in general Your SAM will:

(a) assist Your understanding and access to Enterprise Priority Support and Enterprise Priority Subscription benefits;

(b) assist You in formulating Support Requests and will monitor the status of all Support Requests You submit;

(c) assist You as needed in assigning Support- and Subscription-related roles, including designating Customer Escalation Managers, Named Callers, Users, Contract Managers and Software Coordinators;

(d) assist You in planning deployment of Upgrades or new Covered Software;

(e) serve as a single point of escalation for inquiries related to Support- and Subscription-related matters;

(f) at Your request, arrange for a quarterly review (by conference call) of all Support-related matters addressed during the preceding quarter and/or of any upcoming new projects or changes to existing projects You intend to implement in the coming quarter involving Covered Software;

(g) provide You with a quarterly report summarizing all Support-related activities conducted during the preceding quarter;

(h) assist You with Subscription Renewals; and

(i) facilitate periodic communication between You and Autodesk product development teams with respect to Covered Software that is under Subscription with Enterprise Priority Support. Note that prior to communicating information related to product roadmaps and similar information, Autodesk may require that You first execute an appropriate non-disclosure agreement.

(j) assist your Customer Escalation Manager in validating, or if a Customer Escalation Manager is unavailable, validate the Severity 1 status of Support Requests reporting Severity 1 Incidents submitted by Named Callers or Users.

**(ii) SAM Availability**

The SAM generally will be available during Local Business Hours, excluding weekends, regional Autodesk holidays and other non-work days, for the nearest Autodesk call center in the region where the SAM is based. By mutual arrangement, the SAM periodically may be available at different times. In Autodesk's discretion, Autodesk may elect to assign one or more secondary SAMs based in other regions in order to facilitate appropriate SAM coverage and availability for Your geographic deployment of Software. The activities of any secondary SAMs will be monitored and directed by Your primary SAM.

**B. Waiver of ADN Membership Fee:**

You are entitled to have the membership fee for a single Professional level membership in the Autodesk Developer Network ("ADN") for 6 or more users and an unlimited number of development sites waived, subject to compliance with the other requirements associated with ADN membership, including having one or more employees that meet the minimum technical role/proficiency requirements, and completing and submitting the ADN membership application together with a signed or, if applicable in Your region, an otherwise accepted ADN Program Agreement. Note that any ADN membership entitlement for which the membership fee is waived under this Section shall expire immediately upon expiration of Your applicable Subscription with Enterprise Priority Support Term.

**C. Assessment:**

Following Your purchase of Subscription with Enterprise Priority Support, Autodesk will work with You to schedule a one-time assessment of Your Covered Software environment and use profile. The assessment is intended to collect information regarding the supported Covered Software and associated environment to facilitate Autodesk's delivery of Support within the specified targets. Failure to complete the Assessment may adversely affect or impair Autodesk's ability to meet the Support Response, Status Reporting and Mitigation/Resolution Targets set forth above.

**D. Health Check Service:**

A Health Check Service is a service delivered by Autodesk consulting that involves gathering information related to Your use of Covered Software under Subscription with Enterprise Priority Support in a particular

project, analysis of project-related data, and the preparation of written recommendations for optimizations or implementation of best practices to improve user experience with the Software as used in the project. You are entitled to receive one Health Check Service per 12-month period during Your Subscription Term. Health Check Service availability is subject to scheduling and availability of Autodesk consulting resources, and will be provided subject to the terms and conditions set forth in Attachment 1 to this Exhibit A. You are not obligated to participate in a Health Check Service, but should You elect to do so, this Section 3.D. governs.

**E. Beta Software Access:**

From time to time Autodesk may conduct evaluations of new pre-release Releases or Software. As a Subscription with Enterprise Priority Support customer You may be invited to participate in such evaluations related to new Releases of the Software under Subscription with Enterprise Priority Support, subject to Your assent to such terms and conditions as Autodesk may provide for such evaluations. Your SAM will alert You to upcoming pre-release evaluation opportunities and assist You in registering to participate.

**ATTACHMENT 1 TO EXHIBIT A**

**Health Check Service Task Order and Governing Terms**

**Part I – Health Check Service Task Order Template:**

**1. SCOPE OF WORK**

Autodesk will provide the following services (“Health Check Services”) related to supporting one of Your projects:

Health Check Services to support one project related to Covered Software that is under Subscription with Enterprise Priority Support.

**Task – Health Check Service – (Available as part of Subscription with Enterprise Priority Support)**

Autodesk will provide Health Check Service to monitor the progress of Your designated project involving the deployment and use of Covered Software that is under Subscription with Enterprise Priority Support. The Health Check Service may be performed on-site at one of Your facilities and/or remotely. The Health Check Service generally includes:

- A. Performance of a project audit to investigate the means and methods used by Your project team in the application of the Covered Software under Subscription with Enterprise Priority Support. Project data is reviewed either off-site or on-site.
- B. Creation of a Health Check report presenting the findings with respect to the designated project’s health, which may also include project-and-Covered-Software-related recommendations of best practices and improved project workflow procedures.
- C. Autodesk will address in the report any accumulated problems, and for the duration of the Health Check Service, will monitor ongoing status of the project and implementation of recommended improvements.
- D. Autodesk will evaluate files and models across disciplines and Your project teams for completeness, common issues, and adherence to best practices.

**Health Check Services - (Not to exceed four (4) consulting days total)**

<b>Services</b>	<b>Days</b>
Prep Call – remote conference call.	0.25
Project Audit – May be delivered onsite or remotely depending on project needs.	2.00
Deliverables & Documentation – remote write up, documentation, and recommendations.	1.50
Delivery Call – remote conference call.	0.25
<b>Total Effort</b>	<b>4.00</b>

**Work Location and Required Facilities:** On-site and/ or remote via conference call.

**Resources:** Autodesk Project Consultant; access to Your facilities and/or personnel resources as needed



## 2. SCHEDULING

Autodesk shall perform Health Check Services for You for up to the total number of consulting days shown above, during the Term of Your Subscription with Enterprise Priority Support, at such mutually agreed time as is scheduled by the parties, provided that a minimum of ten (10) business days notice will be required for scheduling any Health Check Service request. Cancellations or changes may be made without penalty up to ten (10) business days prior to the start of delivery of the scheduled Health Check Services.

## 3. NO ADDITIONAL CONSULTING SERVICES FEES OR EXPENSES DUE

The Health Check Services and associated Deliverables are included in the Subscription Fees for Subscription with Enterprise Priority Support. Travel and other expenses incurred by Autodesk in connection with the delivery of Services and any associated Deliverables are included in the Subscription Fees for Subscription with Enterprise Priority Support.

### Part II – Health Check Service Terms and Conditions:

#### TERMS AND CONDITIONS

##### (DELIVERY OF HEALTH CHECK SERVICE ENTERPRISE PRIORITY BENEFIT)

**Services:** Autodesk will provide qualified personnel to provide the Health Check Service described in accordance with the Health Check Service Task Order set forth above.

**No Acceptance:** Acceptance will be deemed received upon completion of the Health Check Service .

**Facilities and Resources:** You shall provide work space as reasonably necessary, and access to all necessary personnel and information required for Autodesk to perform the Health Check Service. You acknowledge that such access and facilities and/or personnel resources are essential to the provision of the Health Check Service.

**Confidentiality:** Through their relationship, the parties may have access to certain proprietary information and materials of the other, including business plans, customers, technology, trade secrets, and products that are confidential and of substantial value which value would be impaired if such information were disclosed to a third party (“Confidential Information”). The parties agree that neither shall disclose any such Confidential Information of the other party to any third party and each shall take every reasonable precaution to protect the Confidential Information.

**Limitation of Liability:** The maximum cumulative and aggregate liability of Autodesk for all claims arising under or related in any manner to the Health Check Service is limited to Your direct damages and shall not exceed the total Subscription Fees paid for the Subscription with Enterprise Priority Support Term in effect when such damages accrue. Further, in no event shall either party be liable for special, indirect, incidental, consequential, punitive, or exemplary damages or for loss of profits, revenues, contracts, customers, loss of data, business interruption, or failure to realize expected cost savings even if advised of the possibility of same or same were reasonably foreseeable. You acknowledge that the Subscription Fees fairly reflect this allocation of risk.

**Limited Warranty:** AUTODESK WARRANTS THAT THE AUTODESK PERSONNEL WILL BE COMPETENT AND QUALIFIED TO PERFORM THE SERVICES ASSIGNED BY CUSTOMER AS AGREED AND SET FORTH IN THIS ATTACHMENT 1 TO EXHIBIT D. IN THE EVENT OF A BREACH OF THIS WARRANTY, CUSTOMER’S EXCLUSIVE REMEDY AND AUTODESK’S SOLE LIABILITY SHALL BE LIMITED TO AUTO DESK’S OBLIGATION TO USE ITS REASONABLE EFFORTS TO REPLACE THE RELEVANT PERSONNEL. THESE ARE HEALTH CHECK SERVICE DELIVERY TERMS AND CONDITIONS. ANY WORK PRODUCT OF ANY KIND, IN ANY FORM OR FORMAT, THAT MAY BE PROVIDED IN CONNECTION WITH THE SERVICES IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND,  
Rev. 05.07.2012

EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Ownership:** Autodesk shall own all systems, software, documentation, tools, utilities, methodologies, specifications, techniques, trade secrets, know how, and other materials, owned or in the possession of Autodesk prior to the effective date of this Consulting Services Order or developed by Autodesk hereunder and/or used in connection with the Health Check Service, together with all intellectual property rights therein, whether or not they are specifically adapted by Autodesk for use in the Health Check Service.

**Independent Contractors:** The relationship of the parties is that of independent contractors. Under no circumstances shall any employee of one party be deemed to be an employee of the other for any purpose. Neither party shall have the right to assume or create any obligation or responsibility on behalf of the other.

**EXHIBIT B**  
**APPLICABLE WORKWEEK BY GEOGRAPHIC REGION**

<b>Registered Location of Party Submitting Support Request</b>	<b>Applicable Workweek</b>
Asia-Pacific Region	Monday through Friday SGT (UTC +8), excluding Holidays
Americas Region	Monday through Friday, EST/EDT (UTC -5/UTC -4), excluding Holidays
EMEA Region	Monday through Friday, CET/CEST (UTC +1/UTC +2), excluding Holidays