

## **Global Extra Territory Rights (“ETR”) Benefits for Subscription for multi-users**

The following terms supplement and amend the Autodesk Terms of Use governing Your multi-user subscription.

### **1. DEFINITIONS**

**“Eligible Subsidiaries”** means You or any company in which You directly or indirectly own or control at least fifty percent (50%) of the outstanding voting shares or securities, and in which You maintain effective management and control, and companies registered in jurisdictions where fifty percent (50%) foreign ownership is not permitted, in which You directly or indirectly own or control at least forty-five percent (45%) of the outstanding voting shares or securities and over which You otherwise have effective management control, in all cases excluding companies who are ineligible to receive products or services under U.S. export control or trade embargo laws, rules and regulations.

**“ETR Eligible Versions of Software”** means the latest version Software on multi-user subscription for which Global ETR is available and for which You have purchased Global ETR, and any previous versions of that Software that You are eligible to access and use under Your Previous Version Right Benefits included with Your multi-user subscription.

**“Global ETR”** means the rights to authorize Global Users to install and access the Specified Software Subscriptions and associated Benefits, subject to the terms of the Autodesk Terms of Use as modified and supplemented by these terms.

**“Global ETR Fee”** means the additional fee which is payable for the Global ETR granted hereunder.

**“Global ETR Server System”** means one or more separate and centrally administered license servers used exclusively for deploying and accessing Software for which you have purchased Global ETR.

**“Global ETR Term”** refers to the initial and any renewal term for Your Global ETR as described in Section 2.3, below.

**“Global Users”** means (a) Your or Your Eligible Subsidiaries’ individual employees and (b) Your or Your Eligible Subsidiaries’ contractors and Your or Your Eligible Subsidiaries’ consultants i) working on Your premises or the premises of Your Eligible Subsidiaries, ii) who install and access the Global ETR Software through the Global ETR Server System only on and through computers and other Electronic Devices owned or leased and controlled by You or Your Eligible Subsidiaries, iii) using the Software for Your or Your Eligible Subsidiaries’ internal business needs.

**“Specified Software Subscriptions”** means those Software licenses covered by multi-user subscription for which You have purchased Global ETR.

**“Web Services”** means web- or cloud-based services requiring a connection to the Internet, and services or functionality that are hosted or otherwise made available, on servers owned or operated by or for Autodesk or its designee, or by separate entities not related to Autodesk.

## **2. GLOBAL EXTRA TERRITORY RIGHTS BENEFITS**

**2.1 Global ETR Rights Grant.** If You have purchased Global ETR for Specified Software Subscriptions, then notwithstanding anything to the contrary contained in the applicable Autodesk Terms of Use for those Specified Software Subscriptions, subject to the requirements set forth in these additional terms, You may additionally authorize Global Users to install and access those Specified Software Subscriptions and associated Benefits during the Global ETR Term as more fully described below. Global ETR may not be available for all Offerings or in all countries.

**2.2 Conditions.** Your Global ETR Benefits are subject to all of the following conditions:

- 2.2.1 You have purchased Your multi-user subscription in Your Home Country;
- 2.2.2 You have purchased these additional Global ETR in Your Home Country;
- 2.2.3 You have paid Autodesk or Your reseller the applicable additional fee for these Global ETR;
- 2.2.4 All Global ETR Software is deployed in accordance with Autodesk-required processes and policies including, but not limited to, deployment of the Global ETR Software via Your Global ETR Server System to You or any of Your Eligible Subsidiaries' sites worldwide during the Global ETR Term.
- 2.2.5 You are responsible for, and shall ensure, validation, including continued monitoring during the Global ETR Term, that the Global ETR Software license files are set up and deployed correctly to conform with Autodesk's required processes and policies.
- 2.2.6 You shall not install Autodesk software products on any Global ETR Server System unless you have paid Global ETR Fees in relation to those Autodesk software products ;
- 2.2.7 You shall administer Your Global ETR participation centrally from Your site(s) in Your Territory ;
- 2.2.8 Autodesk will deliver all Global ETR Benefits to You in Your Home Country during the Global ETR Term, for deployment in accordance with these Global ETR terms;
- 2.2.9 Installation of and access to any Global ETR Benefits shall be subject to the provisions of the Autodesk Terms of Use, as modified by this Section 2;
- 2.2.10 You shall ensure compliance by Global Users with the terms of the Autodesk Terms of Use.

### **2.3 Term and Termination**

- 2.3.1 The effective date of Your Global ETR will be the date as determined by Autodesk in accordance with its policies for entering Your Global ETR into the Autodesk systems, and shall continue for the remainder of the term of Your Subscription Agreement for multi-users then current when you purchased Your Global ETR ("Initial Global ETR Term").
- 2.3.2 Provided Autodesk offers renewals of Global ETR in Your Home Country, You may renew Your Global ETR by paying the appropriate Global ETR Fee. Any such renewal term of Your Global ETR shall commence on an appropriate anniversary of the Effective Date of Your Subscription Agreement for multi-users for the Specified Software Subscriptions to which Your Global ETR relate, and shall continue for the same renewal term as the applicable multi-user subscription(s) to which they relate ("Global ETR Renewal Term").
- 2.3.3 At the end of the Initial Global ETR Term, or any Global ETR Renewal Term, Global ETR shall terminate automatically unless/until renewed.
- 2.3.4 Either You or Autodesk may terminate Global ETR granted under these terms if the other defaults in the performance of any material provision of these terms, by giving written notice of the default to the other. If the default is not cured within thirty (30) days after receipt of notice, the Global ETR will terminate.
- 2.3.5 Upon termination of Global ETR for any reason, Your Global ETR rights for the Specified Software Subscriptions shall terminate as well, and Your Global Users must cease to receive and/or use and/or access any/all Global ETR Benefits. Autodesk reserves the right to require You to show

satisfactory proof that all such Global ETR Benefits have been uninstalled or otherwise are no longer in use or being accessed by Global Users.