

Regional 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

“Americas Territory”: means, unless any of the following countries is embargoed or otherwise restricted by applicable law, the United States of America (including its territories and possessions), Canada, American Samoa, Anguilla, Antarctica, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Bonaire, Brazil, Cayman Islands, Chile, Colombia, Costa Rica, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guam, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Northern Mariana Islands, United States Minor Outlying Islands, Netherlands Antilles, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Saba, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and Grenadines, Sint Maarten (Dutch part), Surinam, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, Venezuela, British Virgin Islands, U.S. Virgin Islands.

“APAC Territory” means, unless any of the following countries is embargoed or otherwise restricted by applicable law, Australia, Bangladesh, Bhutan, Brunei, Cambodia, China, Christmas Island, Cocos (Keeling) Islands, Cook Islands, Fiji, Heard Island & McDonald Island, Hong Kong, India, Indonesia, Japan, Kiribati, Republic of Korea, Lao People's Democratic Republic, Macau, Malaysia, Maldives, Marshall Islands, Micronesia, Mongolia, Myanmar, Nauru, Nepal, New Zealand, Niue, Norfolk Island, Palau, Papua New Guinea, Philippines, Pitcairn, Samoa, Singapore, Solomon Islands, Sri Lanka, Taiwan, Timor-Leste, Tokelau, Tonga, Tuvalu, Vanuatu, Thailand, Vietnam.

“EMEA Territory” means, unless any of the following countries is embargoed or otherwise restricted by applicable law, Afghanistan, Aland Islands, Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia Herzegovina, Botswana, Bouvet Island, British Indian Ocean Territory, Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Rep, Chad, Comoro, Croatia, Cyprus, Czech Republic, Dem Rep of Congo, Denmark, Djibouti, Egypt, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Faroe Islands, Falkland Islands, Finland, France, French Guiana, French Polynesia, French Southern Territory, Gabon, Gambia, Georgia, Germany, Ghana, Gibraltar, Greece, Greenland, Guadeloupe, Guernsey, Guinea, Guinea-Bissau, Hungary, Iceland, Iraq, Ireland, Isle of Man, Israel, Italy, Ivory Coast, Jersey, Jordan, Kazakhstan, Kenya, Kyrgyzstan, Kosovo, Kuwait, Latvia, Lebanon, Lesotho, Liberia, Libya, Lichtenstein, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Mali, Malta, Martinique, Mauritania, Mauritius, Mayotte, Moldova, Monaco, Montenegro, Montserrat, Morocco, Mozambique, Namibia, Netherlands, New Caledonia, Niger, Nigeria, Norway, Oman, Pakistan, Palestinian Territory, Poland, Portugal, Qatar, Republic of Congo, Reunion, Romania, Russian Federation, Rwanda, S. Georgia and S. Sandwich Is., Saint Barthelemy, Saint Martin, Saint Pierre and Miquelon, San Marino, Sao Tome and Principe, Saudi Arabia, Senegal, Serbia, Serbia Montenegro, Seychelles, Sierra Leone, Slovakia, Slovenia, Somalia, South Africa, Spain, St. Helena, Svalbard, Swaziland, Sweden, Switzerland, Tadzhikistan, Tanzania, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City State, Wallis and Futuna, Western Sahara, Yemen, Yugoslavia, Zambia, Zimbabwe.

“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 Regional ETR is available and for which You have purchased Regional 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.

“Region” means the Americas Territory if You purchased Americas Territory Regional ETR, the EMEA Territory if You purchased EMEA Territory ETR or the APAC Territory if You purchased APAC Territory ETR.

“Regional ETR” means the rights to authorize Regional 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.

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

“Regional 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 Regional ETR.

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

“Regional 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 Regional ETR Software through the Regional 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 Regional 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. REGIONAL EXTRA TERRITORY RIGHTS BENEFITS

2.1 Regional ETR Rights Grant. If You have purchased Regional 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 Regional Users to install and access those Specified Software Subscriptions and associated Benefits during the Regional ETR Term as more fully described below. Regional ETR may not be available for all Offerings or in all countries.

2.2 Conditions. Your Regional 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 Regional ETR in Your Home Country;
- 2.2.3 You have paid Autodesk or Your reseller the applicable additional fee for these Regional ETR;
- 2.2.4 All Regional ETR Software is deployed in accordance with Autodesk-required processes and policies including, but not limited to, deployment of the Regional ETR Software via Your Regional ETR Server System to You or any of Your Eligible Subsidiaries' sites within the Region during the Regional ETR Term.
- 2.2.5 You are responsible for, and shall ensure, validation, including continued monitoring during the Regional ETR Term, that the Regional 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 Regional ETR Server System unless you have paid Regional ETR Fees in relation to those Autodesk software products ;
- 2.2.7 You shall administer Your Regional ETR participation centrally from Your site(s) in Your Territory;
- 2.2.8 Autodesk will deliver all Regional ETR Benefits to You in Your Home Country during the Regional ETR Term, for deployment in accordance with these Regional ETR terms;
- 2.2.9 Installation of and access to any Regional 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 Regional Users with the terms of the Autodesk Terms of Use.

2.3 Term and Termination

- 2.3.1 The effective date of Your Regional ETR will be the date as determined by Autodesk in accordance with its policies for entering Your Regional 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 Regional ETR ("Initial Regional ETR Term").
- 2.3.2 Provided Autodesk offers renewals of Regional ETR in Your Home Country, You may renew Your Regional ETR by paying the appropriate Regional ETR Fee. Any such renewal term of Your Regional 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 Regional ETR relate, and shall continue for the same renewal term as the applicable multi-user subscription(s) to which they relate ("Regional ETR Renewal Term").
- 2.3.3 At the end of the Initial Regional ETR Term, or any Regional ETR Renewal Term, Regional ETR shall terminate automatically unless/until renewed.
- 2.3.4 Either You or Autodesk may terminate Regional 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 Regional ETR will terminate.
- 2.3.5 Upon termination of Regional ETR for any reason, Your Regional ETR rights for the Specified Software Subscriptions shall terminate as well, and Your Regional Users must cease to receive and/or use and/or access any/all Regional ETR Benefits. Autodesk reserves the right to require You to show satisfactory proof that all such Regional ETR Benefits have been uninstalled or otherwise are no longer in use or being accessed by Regional Users.