

# Autodesk Mudbox Software Support and Maintenance Program



## Autodesk Terms and Conditions

This Autodesk® Mudbox™ Software Support and Maintenance program ("Support and Maintenance") purchased by you now or at any time hereafter will be subject to the terms and conditions of the Autodesk Software Support and Maintenance agreement ("Agreement"), set out below, subject to the provisions of Section 8.9 Support and Maintenance.

### 1. DEFINITIONS

The following Definition shall apply to the terms and conditions of your software Support and Maintenance:

**"Ancillary Product"**: any product (other than an Extension or a Release) which Autodesk may furnish to you from time to time as part of the software Support and Maintenance provided hereunder.

**"Ancillary Services"**: any services or benefits (other than, where applicable, delivery of an Extension, Release or Ancillary Product or Support) which may be provided to you from time to time as part of this Support and Maintenance in your country, and which (where applicable) are further described in Exhibit B attached hereto and/or at the Customer Portal (or an Autodesk publication analogous thereto) as may be amended by Autodesk from time to time. Autodesk reserves the right, at its discretion, to add Ancillary Services to or remove Ancillary Services from Support and Maintenance from time to time, without prior notification to you, and to make them available only in English. Some Ancillary Services may not be available as part of Support and Maintenance for certain Software Programs.

**"Autodesk"**: The Autodesk Company from whom, or doing business in the country of the Reseller from whom (as the case may be), you purchased Support and Maintenance.

**"Autodesk Software License"**: the standard end-user license agreement embedded in the Software Program or delivered prepackaged in the Software Program granting you a license to use that Software Program.

**"Business Day"**: a day which is not a Saturday, a Sunday or an Autodesk designated holiday.

**"Customer Portal"**: the website located at <http://www.mudbox3d.com/> or any successor or other website or location as may be designated by Autodesk for this Support and Maintenance.

**"Effective Date"**: the date described in Section 6.1.

**"Extension"**: a license to use a modular addition to a Software Program incorporating

corrections, enhancements or Autodesk Support and Maintenance information which supplements and enhances that Software Program.

**"Release"**: a full commercial version of a Software Program: (i) incorporating all Extensions relating to that Software Program offered by Autodesk after the preceding version of that Software Program; or (ii) enhancing or improving the functionality of the preceding version of that Software Program, and for which Autodesk normally charges a fee. A Release includes the documentation customarily provided by Autodesk with a Software Program and the designation of a "Release" is in Autodesk's sole discretion. A "Release" does not include: (a) an Extension to; or (b) a future Autodesk computer program that is a separate product and not a direct successor of; as may be designated by Autodesk, in its sole discretion, to a Software Program.

**"Reseller"**: a person or company that is authorized by Autodesk to sell Support and Maintenance (either directly to end users or to other Resellers) for a particular Software Program.

**"Software Program"**: a copy of an Autodesk (or a subsidiary or affiliate of Autodesk) computer program which you are licensed by Autodesk (or a subsidiary or affiliate of Autodesk) to use and for which you have purchased Support and Maintenance. For purposes of this definition, if an Autodesk computer program is offered as part of a product series, bundle or family, then Software Program shall mean each of the computer programs included within such series, bundle or family. Any supplemental software code provided to you or your Users as part of the Support is considered part of the Software Program for which such code was provided and the use thereof is governed by the Autodesk Software License and this Agreement. Software Program shall also include Extensions and Releases related to such Software Program.

**"Support and Maintenance"**: the entitlement to receive Extensions, Releases, Ancillary Products, Ancillary Services and Support, if any, made available by Autodesk under Support and Maintenance during the Term.

**"Support and Maintenance Fee"**: the fee paid by you for the Support and Maintenance.

**"Support"** means the support services more particularly described in Section 2.2 and Exhibit A corresponding to the Support and Maintenance you have purchased.

**"Term"**: the terms (initial and renewal) defined in Sections 3.2 and 6.1.

**"User"**: means any of the following: (i) the contract manager or software coordinator designated by you as your primary authorized representative for Support and Maintenance and who is responsible for, among other things, managing your Support and Maintenance, managing access to your Support and Maintenance account, submitting Support requests; (ii) any individuals added to your Support and Maintenance account by your contract manager or software coordinator or by Autodesk through its registration processes. 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 Customer Portal 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 applicable terms and conditions of this Agreement. Autodesk reserves the right, but shall have no obligation, to verify that Users have been authorized by you and to restrict access to Support and Maintenance entitlements if, in its reasonable judgment, a User cannot be so verified.

**"Web Support"**: defined in Section 2.2.1.

**"You"**: the individual or entity who purchases Support and Maintenance.

## **2. GRANT**

### **2.1 Support and Maintenance Grant**

Autodesk grants you Support and Maintenance for the Term for each Software Program for which you have purchased Support and Maintenance as listed on your Support and Maintenance order confirmations. Your use of Extensions, Releases 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 to which the Extension, Release or Ancillary Product relates. You may not distribute, rent, loan, sell, sublicense or otherwise transfer or market any Software Program, Extension, Release, Ancillary Product or Ancillary Services to any other person without Autodesk's prior written consent. If you wish to purchase Support and Maintenance for any Software Program licensed to you as part of a network version, then you must purchase a Support and Maintenance for each license incorporated in that network version. To purchase a Support and Maintenance, you must be registered with Autodesk as the holder of a copy of the most current version of the Software Program which you wish to place under Support and Maintenance.

### **2.2 Support Grant**

2.2.1 If Support is included or made available as part of your Support and Maintenance, Support may be provided to you via Web Support. If Web Support is offered and available in your region, the terms set forth in Exhibit A may apply if Autodesk is providing the Web Support and such Web Support may be offered either directly to you by Autodesk or indirectly by a Reseller.

2.2.2 If your Support and Maintenance is to be provided by Autodesk, Support for Software Programs, and Extensions and Releases related to those Software Programs (referred to collectively as "Software Program") shall be provided to you by Autodesk via your User only. Provision of Support by Autodesk shall be governed exclusively by these Terms and Conditions. Provision of Support by a Reseller shall be governed by terms and conditions entered into between you and the Reseller. You may not transfer or market, or provide support to third parties using Support without the prior written consent of Autodesk.

2.2.3 Autodesk Support shall only be provided for: (a) the most current Release of a Software Program; (b) any Extensions to that Release; and (c) the two (2) immediately preceding Releases of that Software Program. If you are located in Brazil, for purposes of Brazilian Software Law, the Technical Validity Term of a Software Program shall be the term between the date of release of the then-current version of such Software Program and 6 (six) months after the date Autodesk makes the most current release of that Software Program commercially available.

2.2.4 Autodesk is not obliged to provide Support requested as a result of: (a) operation of the computer on which Software is installed in environmental conditions outside those prescribed by the computer manufacturer; (b) operation of the Software with a version of the operating system software other than that specified by Autodesk; (c) failure to maintain the computer on which Software is installed or used 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 Software; (e) Software serviced, maintained or modified by anyone other than Autodesk; or (f) your computer hardware failing to meet the minimum specification prescribed by Autodesk for use with the Software.

2.2.5 You must: (a) ensure that your User submits Support requests in accordance with these terms and conditions; (b) at all times maintain Support and Maintenance for the licenses for the Software Programs 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 request for Support; (e) follow the problem determination, problem analysis, and service request procedures that Autodesk provides; (f) promptly install all maintenance releases or upgrades supplied by Autodesk; (g) promptly install all product patches, fixes, update releases or upgrades supplied by Autodesk; (h) if judged necessary by Autodesk, allow reasonable access to your Software Program by Autodesk; (i) agree to back up all data on or prior to the provision of Support and to provide adequate security for your system; (j) use best efforts to allow Autodesk access to your systems via the Internet when requested by Autodesk as part of any remote diagnostic service that may be offered; and (k) provide Software Program Users with ready access to the latest available documentation on the use and operation of Software Program provided by Autodesk.

2.2.6 You acknowledge and agree that Support is provided solely for your internal use to support your use of the Software Program licenses covered under Support and Maintenance. Any information which is individually addressed, requires a password to access, or is otherwise restricted is made available in strict confidence and on the condition that it will not be communicated to third parties in any manner without the express written consent of Autodesk and that no use will be made of this information except in connection with your use of the Software Program licenses covered under Support and Maintenance. You further acknowledge and agree that the Software Programs form part of your total unique hardware and software environment to deliver specific functionality, and the Support may not achieve the results you desire within your design constraints.

### **2.3 Ancillary Services**

2.3.1 Autodesk may provide Ancillary Services to you subject to and in accordance with these terms and conditions and any supplementary terms and conditions and customer obligations applicable to each type of Ancillary Service, which applicable supplementary terms and conditions and customer obligations must be accepted by you prior to accessing and using those Ancillary Services. Unless and until you accept the supplemental terms and conditions applicable to a particular Ancillary Service, you agree that Autodesk is under no obligation to provide such Ancillary Service to you.

**2.3.2 AUTODESK DOES NOT GUARANTEE THAT IT WILL MAKE AVAILABLE, AND YOU ACKNOWLEDGE THAT YOU MAY NOT RECEIVE, ANY EXTENSION, RELEASE, ANCILLARY PRODUCT, ANCILLARY SERVICE OR SUPPORT DURING THE TERM OF YOUR SUPPORT AND MAINTENANCE.**

2.3.3 In the event Autodesk in connection with the Software Program licensed to you hereunder provides you additional software that supplements or extends the Software Program, that additional software shall be subject to the terms and conditions of this Agreement unless otherwise specified at the time of delivery.

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

2.4.1 Notwithstanding anything contained in the Autodesk Software License Software Programs under Support and Maintenance or any Release or Extension provided to you, for the Term of your Support and Maintenance, including any Renewal Terms, you may install and continue to use on your computer (or on your network if you have a Network, multi-seat standalone or similar multi-user license authorized specifically by Autodesk) prior versions of the Software Programs that you have licensed, provided that you have a valid license to use such prior versions and, if applicable, those prior versions validly remain in your possession ("Previous Versions") and provided, further that the following conditions are met: (i) use of the Previous Versions shall be subject to the provisions of the applicable Autodesk Software

License, as modified by this Section 2.4; (ii) subject to subsection 2.4.5 below and unless otherwise specifically agreed in writing by Autodesk, the number of Previous Version licenses that you may use and install shall not exceed the total number of Previous Version licenses of the Software Program that you originally licensed and have under Support and Maintenance; (iii) if you have a standalone version, the Software Program and all the Previous Versions of such Software Program shall be installed on the same computer; (iv) if you have a standalone version neither the Software Program nor any of the Previous Versions of the Software Program shall be used concurrently; (v) if you have a standalone version, the Previous Versions or any permitted copies thereof, are not transferred to another computer unless all permitted copies of the Software Program are also transferred to the same computer; and (vi) you are hereby acknowledging and agreeing that Autodesk does not have any obligation to provide support for the Previous Versions other than as set forth herein and any such obligations may be ended at any time. 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 Software Program, including Prior Versions, exceed the maximum number of licenses of the Software Program licensed to you and under Support and Maintenance.

2.4.2 Autodesk shall have the right to conduct an audit on your premises or by electronic means (with reasonable notice) to ensure that your use of all/any versions of the Software Program complies with the provisions of this Agreement. In the event any audit discloses a breach of this Agreement, Autodesk reserves the right to terminate this Agreement and/or recover damages, attorney's fees, and costs, including the cost of the audit.

2.4.3 If this Software Program is labeled or referred to as a CROSSGRADE, the provisions of the preceding two subsections (2.4.1 and 2.4.2) shall not apply, and you must destroy all copies of the Previous Versions, including any copies resident on your hard disk drive, and upon request by Autodesk return any documentation to Autodesk or your Reseller within sixty (60) days of acquiring the Software Program. Autodesk reserves the right to require you to show satisfactory proof that the Previous Version 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 Software Program licensed to you hereunder provides you additional software that supplements or extends the Software Program, that additional software shall be subject to the terms and conditions of this Agreement unless otherwise specified at the time of delivery.

2.4.5 For the avoidance of doubt, nothing herein requires Autodesk to supply you with media containing Previous Versions of the Software Program or related 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 authorization codes, hardware locks or software locks, if Autodesk, in its discretion decides to provide such to you. Further, if the Previous Version of a Software Program has been retired or otherwise discontinued by Autodesk, you agree and acknowledge that i) 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 use or install such retired or discontinued Previous Versions; and ii) these Previous Version rights do not allow you to use or install additional licenses (i.e. more than you held or originally validly licensed) of any Previous Version of a Software Program that has been retired or otherwise discontinued by Autodesk.

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

**3.1 Purchases.** When you purchase Support and Maintenance, Autodesk will provide you with instructions on how to access Autodesk Support and Maintenance information and Support on the Customer Portal.

**3.2 Renewals.** Prior to expiration of your Support and Maintenance, you may purchase a renewal of Support and Maintenance for an additional term (“Renewal Term”) from a Reseller or Autodesk. Unless otherwise agreed by Autodesk, if you do not purchase renewal for your Support and Maintenance prior to expiration of the Term, your Support and Maintenance will automatically expire. If you do not renew prior to expiration of your Support and Maintenance, this Agreement shall no longer apply and if you wish to reinstate your expired Support and Maintenance, then you will be required to agree to the then-current Support and Maintenance terms and conditions, and you will be required to purchase at least both the then-current Release and Support and Maintenance for that Release and/or you may be subject to the payment of additional or other fees and expenses.

#### **4. AUTODESK SUPPORT AND MAINTENANCE ADDITIONS**

Support and Maintenance purchased for additional Software Programs shall be added to your Support and Maintenance account on a prorated annualized basis, rounded up or down (as determined by Autodesk), and synchronized to the Effective Date (defined below) of your Support and Maintenance or Support and Maintenance renewal.

#### **5. DELIVERY**

Extensions, Releases or Ancillary Products shall at Autodesk’s discretion be (a) shipped to you C.P.T. (Carriage Paid To) from Autodesk’s fulfillment facility to the address specified on your Customer Information Form, or (b) shipped to you via an Autodesk authorized third party, or (c) available for download at the Customer Portal. Autodesk will notify you by email, fax or mail of availability of an Extension, Release, or Ancillary Product and the delivery method. If Autodesk ships to you, it will make commercially reasonable efforts to deliver within thirty (30) days of its notice, but shall not be liable for any losses or expenses incurred by you as a result of late delivery.

#### **6. TERM AND TERMINATION**

**6.1 Effective Date; Term.** The effective date (“Effective Date”) of the initial term (“Initial Term”) of your Support and Maintenance will be the date as determined by Autodesk in accordance with its Support and Maintenance. Renewal Terms of Support and Maintenance are on an anniversary of the Effective Date. The Initial Term of your Support and Maintenance 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 Support and Maintenance 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 for which you qualify, 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).

**6.2** Each of Autodesk and you may immediately terminate your Support and Maintenance if either party fails to perform its obligations under these terms and conditions and such failure continues for thirty (30) days after written notice by the non-defaulting party.

**6.3** Autodesk may suspend or terminate your Support and Maintenance if you fail to pay Autodesk or your Reseller (as the case may be) for a Support and Maintenance or renewal in accordance with their terms. Autodesk may terminate your Support and Maintenance at any time for convenience, in which case Autodesk shall refund that proportion of the Support and Maintenance Fee you paid which equals the unexpired portion of the then current term.

#### **7.0 LIMITATION OF LIABILITY; NO WARRANTIES**

IN NO EVENT WILL AUTODESK BE LIABLE FOR DAMAGES FOR FAILURE TO MANUFACTURE OR MAKE COMMERCIALY AVAILABLE EXTENSIONS, RELEASES, ANCILLARY PRODUCTS OR

ANCILLARY SERVICES OR SUPPORT DURING THE TERM OF YOUR SUPPORT AND MAINTENANCE. IN NO EVENT SHALL AUTODESK BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IN NO EVENT WILL AUTODESK BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFIT, LOSS OF USE OR LOSS OF DATA HOWEVER CAUSED OR ARISING. THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF AUTODESK FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS HOWEVER CAUSED OR ARISING FROM OR IN RELATION TO YOUR SUPPORT AND MAINTENANCE HEREUNDER SHALL BE LIMITED TO YOUR DIRECT DAMAGES AND SHALL NOT EXCEED THE SUPPORT AND MAINTENANCE FEES PAID BY YOU FOR THE SUPPORT AND MAINTENANCE IN RESPECT OF WHICH THE CLAIM ARISES. THESE LIMITATIONS WILL APPLY EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT THE SUPPORT AND MAINTENANCE 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.

AUTODESK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM LOSS OR THEFT OF ANY EXTENSION, RELEASE OR ANCILLARY PRODUCT. YOU ARE SOLELY RESPONSIBLE FOR SAFEGUARDING EXTENSIONS, RELEASES AND ANCILLARY PRODUCTS FROM LOSS OR THEFT AND FOR PROTECTING YOUR INVESTMENT THROUGH INSURANCE OR OTHER APPROPRIATE MEANS.

Nothing contained in these terms and conditions limits Autodesk's liability to you in the event of death or personal injury resulting from Autodesk's negligence. These limitations shall be in addition to, and not in substitution for, the limitations of liability set out in any applicable Autodesk License Agreement.

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 ANY EXTENSION, RELEASE, 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 OR RESELLER PARTNER WILL ENSURE THAT THE OPERATION OF SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED; (B) ERRORS WILL BE CORRECTED BY AUTODESK OR A RESELLER; (C) AUTODESK OR A RESELLER WILL RESOLVE ANY SUPPORT REQUEST BY A USER; OR (D) THAT ANY RESOLUTION PROPOSED OF A SUPPORT REQUEST BY AUTODESK OR RESELLER IN RELATION TO A SUPPORT REQUEST WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NOTHING IN THESE TERMS AND CONDITIONS RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED.

## **8. GENERAL**

**8.1 Governing Law.** The rights and obligations of the parties under these terms and conditions shall be governed by and construed : (a) if you purchase Support and Maintenance in Canada, Mexico or the United States of America, according to the laws of the State of California (excluding rules regarding conflicts of law) and the United States of America, and the parties hereby submit to the exclusive personal jurisdiction of and venue in 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; or (b) if you purchase Support and Maintenance in any other country, under the laws of the country of Autodesk's registered place of business, and you submit to the jurisdiction of the courts in that country for the adjudication of any dispute arising under these terms and conditions. Regardless of where you purchase Support and

Maintenance: (a) you hereby consent to service of process being effected upon you by registered mail sent to the address set forth on your Customer Information Form (or, if no Customer Information Form has been provided, your last address known by Autodesk) if so permitted by applicable law; and (b) Notwithstanding the foregoing, prior to submission of any dispute arising under your Support and Maintenance or these terms and conditions to the courts for adjudication, Autodesk and you shall try to settle any such disputes.

**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; Modification; Waiver.** You may not assign any right or license or delegate any duty under these terms and conditions without Autodesk's prior written consent. Autodesk may assign or sub-contract any of its rights or obligations hereunder. No modification of these terms and conditions or waiver of rights will be effective unless agreed in writing by the party to be charged. Waiver of any breach or default will not constitute waiver of any other right under these terms and conditions or any subsequent breach or default.

**8.4 United States Export Controls.** U.S. law prohibits or restricts distribution, export or re-export of an Extension, Release, Ancillary Product or Ancillary Service or technical data or Support to (a) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other embargoed or restricted country; (b) any destination requiring a license from the United States Government unless such license is obtained; or (c) persons or organizations on the U.S. Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals and Blocked Persons. By purchasing Support and Maintenance, you certify that you are neither a citizen of Cuba nor a resident of any embargoed country nor an individual on the Table of Denial Orders, Entity List, or List of Specially Designated Nationals and Blocked Persons nor a representative or employee of any organization on any of these denial lists.

**8.5 Entire Agreement; Severability.** Unless explicitly specified herein, these terms and conditions, and any documents they refer to constitute the entire agreement between the parties concerning Support and Maintenance and merges and supersedes any prior or contemporaneous agreements, discussions, or understandings. In the event of a conflict between the terms and conditions of this Agreement and those of an Autodesk Software License, the terms and conditions of this Agreement shall apply. In the event of a conflict between Autodesk supplementary terms and conditions and those contained herein, the supplementary terms and conditions shall apply. Terms stipulated by you on any purchase of Support and Maintenance or in any Support and Maintenance related communication by you which purport to vary these terms and conditions shall be void and of no effect unless agreed in a writing signed by an authorized representative of Autodesk or notified to you by Autodesk in accordance herewith. 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 shall be in writing and may be sent by mail or electronic mail. Notices from Autodesk to you shall be effective 1) in the case of notices by email when sent to the email address set out on your Customer Information Form or 2) 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. Notices from you to Autodesk shall be effective when sent (and received by Autodesk) via electronic mail to: if you purchased Support and Maintenance in North America, [subscription-team@autodesk.com](mailto:subscription-team@autodesk.com); if you purchased your Support and Maintenance in Latin America, [la.abc@autodesk.com](mailto:la.abc@autodesk.com); if you purchased Support and Maintenance in Europe, Africa



or the Middle East, [EMEAsubscriptions@autodesk.com](mailto:EMEAsubscriptions@autodesk.com); if you purchased Support and Maintenance in the Asia-Pacific Region, [ap.subscriptions@autodesk.com](mailto:ap.subscriptions@autodesk.com); or if you purchased Support and Maintenance in Japan, [jp.subscriptions@autodesk.com](mailto:jp.subscriptions@autodesk.com).

**8.7 Privacy.** You consent to Autodesk maintaining and using the details provided by you on your Customer Information Form (and/or any other details provided by you hereunder) in accordance with Autodesk's then current Privacy Policy (including transferring those details to Autodesk contractors outside of the EU solely for Autodesk processing purposes) in order to meet its obligations to you hereunder. Autodesk's current Privacy Policy can be reviewed at [www.autodesk.com](http://www.autodesk.com) (or any successor or other website or location as may be designated by Autodesk) and/or is available from your local Autodesk office. You also specifically consent to Autodesk providing information about your Support requests and your use of Autodesk Support and Maintenance to Resellers who are providing support or otherwise listed or designated by you as your Reseller of record solely for the purpose of assisting with the provision, maintenance, administration or usage of Support and Maintenance by you or your Users.

**8.8 Survival.** Sections 7 and 8 of these terms and conditions shall survive termination of all or any of your Support and Maintenance.

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

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## **EXHIBIT A - SUPPORT SERVICES**

### **SUPPORTED SOFTWARE PROGRAMS:**

Support is available only for those qualifying Software Programs listed on the Customer Portal or otherwise designated by Autodesk and, unless otherwise designated by Autodesk or listed on the Autodesk Customer Portal, not for any other software programs, NFR, trial or evaluation versions or Educational versions. The Support levels below may not be available in your region.

### **GENERAL TERMS APPLICABLE TO SUPPORT:**

Based on the Support level selection as indicated on Autodesk's invoice directly to you or to the Reseller, the following Support will be provided to you if such Support is delivered to you directly by Autodesk:

For all Support levels provided by Autodesk, Autodesk:

(a) shall accept and respond to Support requests from a User arising from: (i) installation, including installation of license administration tools, configuration and troubleshooting of Software; and (ii) customization of Software using uncompiled macro languages such as LISP and VBA insofar as the macro language commands and functions do not perform as documented. For Support for Software Programs covered under Support and Maintenance, Autodesk will not accept or respond to requests from a User arising from any scripting or programming issues or issues related to third party applications, peripherals, networks or operating systems.

(b) shall make reasonable commercial efforts to resolve all requests submitted by Users and in a professional and workmanlike manner. However, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AUTODESK MAKES NO WARRANTY AS TO ANY PROPOSED RESOLUTION OF A REQUEST. ALL SUPPORT PROVIDED BY AUTODESK UNDER SUPPORT AND MAINTENANCE SHALL BE SUBJECT TO THE PROVISIONS OF SECTION 7 OF THESE TERMS AND CONDITIONS.

(c) Submission of a Support request must relate solely to your or your Users use of the Software Program covered by Support and may be submitted in English or other languages if other languages are supported by Autodesk in your region.

### **EMAIL SUPPORT CONSISTS OF THE FOLLOWING:**

(1) The provision of Email Support to you via the Users during 9:00 a.m. to 5:00 p.m. North American Eastern Standard Time ("EST") Monday through Friday, holidays excepted. The support email address for Mudbox is [mudboxsupport@autodesk.com](mailto:mudboxsupport@autodesk.com)

(2) Commercially reasonable effort to respond to a Support request properly submitted by a User. Users may be contacted by email or telephone to facilitate resolution of specific issues. This response will consist of any of: (a) a suggested problem resolution; (b) a request for more detailed information or clarification which will enable Autodesk to determine the appropriate course of action; or (c) in the case of a Support request which in Autodesk's sole discretion requires extensive research or escalation, a notification of the estimated time to provide the User with either further information, a resolution or a workaround, as appropriate.