AUTODESK EVENT TERMS

BY SELECTING THE ACCEPT OR SUBMIT BUTTON OR ANY EQUIVALENT BUTTON OR ACTION, OR BY ATTENDING OR PARTICIPATING IN ANY EVENT, OR ACCESSING OR USING ANY RELATED MATERIAL OR SERVICES, YOU AGREE, ON YOUR BEHALF AND ON BEHALF OF ANY COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT, TO THE FOLLOWING TERMS AND CONDITIONS (THE "EVENT TERMS"). PLEASE SAVE A COPY OF THE EVENT TERMS FOR YOUR RECORDS.

1. Acceptance of Terms

The Event Terms apply to your attendance at, or participation in, any event hosted or organized by Autodesk Inc. and/or its affiliates (collectively "Autodesk"), including in-person or virtual events, and any material, resources, or services made available in connection with them, including any Autodesk websites or mobile apps (collectively, "Events").

Autodesk may change the Event Terms by providing notice of the changes by any reasonable means, including without limitation by posting the revised version on a website or mobile app in connection with the Event. Attending or participating in any Event, or accessing or using any related material, resources, or services, after such changes constitutes your acceptance of the changes.

Without limiting any other remedy under these Event Terms or applicable law, failure to comply with the Event Terms may result in Autodesk taking any action it deems appropriate in response, including cancelling your Event registration without refund or banning you from any or all Events.

2. Third Party Services

Autodesk may make available or share information on accommodations, transportation, and other products or services provided by third parties in connection with an Event ("Third Party Services"). In addition, Third Party Services may be required or available to attend or participate in an Event or to access Event Materials (as defined below), including third-party videoconferencing services. YOUR USE OF THIRD PARTY SERVICES IS AT YOUR OWN RISK AND IS SUBJECT TO THE THIRD PARTY SERVICES TERMS, CONDITIONS, AND POLICIES. AUTODESK IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY SERVICES.

3. Autodesk Proprietary Rights; Confidentiality

Autodesk and/or its licensors and suppliers own any information and materials made available through the Event ("Event Materials"). Such information is protected by copyright, trademark, or other proprietary rights and laws. EVENT MATERIALS ARE FOR VIEWING PURPOSES ONLY. NO COPYING, RECORDING, POSTING, REPRODUCING, MODIFYING, RENTING, LEASING, LOANING, SELLING, DISTRIBUTING, OR CREATING DERIVATIVES WORKS (ELECTRONIC OR OTHERWISE) OF ANY EVENT MATERIALS IS PERMITTED WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED REPRESENTATIVE OF AUTODESK.

Autodesk may disclose confidential information to you in connection with an Event including at preconference summits and workshops. You must hold in confidence any such information (i) marked or designated, or otherwise identified to you as "confidential" or "proprietary" at the time of disclosure, or (ii) disclosed in circumstances under which it ought to be treated as confidential by recipient. You must not copy, disclose, or use confidential information, except for the purpose of receiving background and context for the Event. In some instances, or certain Event sessions where Autodesk confidential information is expected to be disclosed, you may be required to agree to a separate nondisclosure agreement to further confirm the protection of Autodesk's information. Confidential information does not include information that: (a) is or becomes a matter of public knowledge through no fault of you; (b) was rightfully in the your possession free of any obligation of confidence; (c) was rightfully disclosed to you without restriction as to use or disclosure; or (d) is independently developed by you without use of or reference to confidential information.

4. Submissions; Feedback; Release

A. Submissions. Autodesk may make available certain functionality (including forums, email, videoconferencing, chat, or break-out rooms) through which you are able to post, send or make available information and materials in connection with the Event (each, a "Submission"). You retain any ownership rights that you may have in any of your Submissions. However, you grant to Autodesk a world-wide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), adapt, modify or otherwise use and exploit your Submissions, in any format or media, and for any purpose (including promotional purposes, such as displaying a Submission on an Autodesk website as a testimonial).

You hereby represent and warrant that you have all necessary rights to grant the foregoing license. Autodesk may use Submissions for any purpose whatsoever without compensation to you or any other person. You are and remain responsible and liable for your Submissions. Autodesk may (but has no obligation) to monitor, review, store, evaluate, alter or remove any Submissions at any time before or after it appears at or in connection with the Event.

- **B. Feedback**. If you provide any suggestions, comments, or other feedback (collectively, "Feedback") to Autodesk in connection with an Event, such Feedback will also be deemed a Submission, and Autodesk shall be free to use, disclose, reproduce, distribute, and/or otherwise exploit any and all Feedback without obligation or restriction of any kind.
- **C. Release**. Autodesk, its partners, sponsors, and exhibitors may use photographers, videographers, interviewers, or other technology or services to document, transcribe, and make audio, video, photographic, or other recordings, including written and spoken comments and testimonials (each, a "Recording"). You hereby grant to Autodesk a perpetual, unlimited, royalty free, worldwide right and license to use, reproduce, create derivative works, distribute, transmit, or display, in all media, any portion of the Recording (and any Submissions captured therein) in connection with Autodesk's internal and/or external public relations, marketing, advertising,, sales, or other business purposes. Except to the extent prohibited by applicable law, you shall not assert any claim arising from or related to the exercise of the rights granted by you above, including, without limitation, any claim for a violation of rights of privacy, publicity, and/or moral rights. You affirm that you are of legal age and have read the foregoing release and fully understand its contents.

5. Conduct

You must comply with any other applicable terms, conditions, policies or guidelines that Autodesk makes available in connection with an Event from time to time, including the <u>Autodesk Participant Guidelines</u>, <u>Special Events Terms and Autodesk University Community Standards</u>, and <u>Autodesk Code of Business Conduct</u>. Without limiting the foregoing, you must always treat other attendees and Autodesk personnel with courtesy and respect, and maintain a friendly, safe, supportive and harassment-free environment.

6. Collection and Use of Personal Data

- **A. Personal Data.** The collection, use, disclosure, processing, and storage of your personal data, including cross-border transfers, are governed by the <u>Autodesk Privacy Statement</u>.
- **B. Cookies; Monitoring.** Consistent with the <u>Autodesk Privacy Statement</u>, and <u>Autodesk Cookie Statement</u>, Autodesk and/or its service providers may collect personal data through the use of cookies and other similar tracking technologies: (a) during the Event as necessary to learn how best to provide our Event services to you (for example, to know what sessions you attend and how long you attend them); and/or (b) outside of the Event in accordance with your cookie preferences or permissions.

Autodesk and/or its service providers may use technologies throughout an Event to collect attendance and participation information. This information may identify you and may be used by Autodesk to better understand your topical interests, communicate about other Events, solicit feedback, support your needs at the Event, determine session popularity, and Event traffic.

You may choose how your cookie data is used online via your Autodesk <u>Privacy Settings</u>. Autodesk may also use and/or share aggregated attendee and engagement data with our vendors, partners, exhibitors, or sponsors in connection with their Event participation (e.g., the number of booth visitors). If you provided consent, Autodesk may share your name and contact information with our partners, sponsors, exhibitors, or other third parties, and you acknowledge that the applicable third party's privacy statement will govern its use of your personal data.

C. Sensitive Personal Data. No data storage functionality in connection with an Event is intended for you to store Social Security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information, health insurance information, sensitive data about personal characteristics, or other personal data that may pose a risk of harm to the individual if improperly disclosed (collectively, "Sensitive Personal Data"). Do not upload or otherwise submit any Sensitive Personal Data to Autodesk in connection with an Event.

D. Third Party Services Data Collection and Use. Third Party Services are responsible for their own privacy practices in connection with the collection and use of your data. Read the privacy statements, supplemental notices, and/or settings of all mobile apps, websites, and platforms that you visit or interact with to understand their privacy practices and your options.

7. Forward Looking Statements and Fair Competition

During an Event, Autodesk may make statements regarding planned or future development efforts for existing or new products and services. These statements are not intended to be a promise or guarantee of future availability of products, services, or features, but merely reflect Autodesk's current plans based on factors currently known to it. These planned and future development efforts may change without notice. Purchasing decisions should not be made in reliance of these statements.

Autodesk's partners frequently compete against one another in the marketplace; therefore, all Event attendees must observe all requirements of antitrust laws and other laws regarding unfair competition. Autodesk's long insistence upon full compliance with all legal requirements in the antitrust field is not solely based on the desire to stay within the bounds of the law, but also on the conviction that the preservation of a free and vigorous competitive economy is essential to the welfare of Autodesk's business and that of its partners, the markets they serve, and the countries in which they operate. It is against Autodesk policy to sponsor, encourage or tolerate any discussion or communication among any of its partners concerning past, present or future prices, pricing policies, bids, discounts, promotions, terms or conditions of sale, choice of customers, territorial markets, quotas, inventory, allocation of markets, products or services, boycotts and refusals to deal, or any proprietary or confidential information. Communication of this type should not occur, whether written, oral, formal, informal, "off the record", nor whether in person or online. All discussion at an Event should be strictly limited to presentation topics.

8. Transfers, Cancellations, and Event Changes

For certain Events, at Autodesk's sole discretion, you may be permitted to transfer your registration to another person within your company. If applicable, breakout session enrollments, trainings, certifications, and hotel reservations are non-transferable. For cancellations, no refund or credit will be issued if you fail to submit a proper and timely request. All transfers and cancelations are subject to the Event's stated transfer and cancelation policies and fees. For clarity, failure to check in at an Event does not constitute cancellation and will not qualify for a refund or credit.

An Event is subject to change at any time. Autodesk does not guarantee the attendance of any third party (including any exhibitor or speaker), or that any scheduled session, breakout, keynote, or other activity will take place. Autodesk may, without prior notice, make any changes to an Event program at any time for any reason. Autodesk is not responsible for, and no reimbursement will be issued in the event of, any change to an Event, including modification of the overall Event, including its location, schedule and content, or modification or cancellation of any session, keynote, or other activity.

9. Payments

Event fees and other charges may apply to your attendance or participation in any Event or may otherwise be incurred by you in connection with an Event. If payment is required, you may be asked to supply certain information such as your credit card number and its expiration date, your billing address, and your shipping information. You grant Autodesk the right to provide such information to third parties for purposes of facilitating transactions. You represent and warrant that you have the right to use any credit card that you submit. Verification of information may be required before acknowledgment or completion of any transaction. You must pay all fees and charges incurred by you or on your behalf in connection with an Event, at the prices in effect and disclosed to you when incurred. You are responsible for any taxes applicable to your transactions.

Autodesk may, without prior notice, cancel, terminate, or impose conditions on any provided coupon, discount, or similar promotion. Any refunds for Autodesk's cancellation of an Event will be subject to Autodesk's Event refund policies. Payments made for one Event may not be applied toward the purchase of any other Event, product, or service. While it is Autodesk's practice to confirm transactions by e-mail, the receipt of an e-mail confirmation does not constitute acceptance of an order or confirmation of an offer to sell.

10. Government Employees and Officials

If you are a government employee or official, you are required to: (a) identify yourself as such during the Event registration process, and, for an in-person Event, you may be asked to present your government-issued employee badge during the Event check-in process; (b) comply with all applicable rules and regulations imposed by your employing agency, including those rules

and regulations relating to the acceptance and disclosure of gifts and gratuities; and (c) disclose your attendance at the Event to your employing government agency in advance, and if you are offered free or discounted attendance or participation at an Event, obtain permission from such agency to accept free or discounted attendance. You must also confirm your compliance with the foregoing upon request by Autodesk.

11. COVID Event Terms

A. COVID Protocols (In-Person Attendance): To the extent Autodesk implements COVID-19 safety requirements for inperson Event attendance, including testing or vaccination requirements, I understand that a failure to satisfy those requirements, or any COVID-19 requirements imposed by applicable local law (including isolation or quarantine requirements), may result in my inability to attend, or removal from, the Event. Subject to local law and/or any applicable contractual terms, I understand that any failure to abide by COVID-19 safety requirements, or falsification or misrepresentation in connection with my COVID-19 status and/or eligibility to participate in the Event may result in termination of my relationship with Autodesk. I understand that any proof of vaccination and/or COVID-19 test results collected (if applicable) will be maintained in a confidential manner, in compliance with applicable data privacy laws and Autodesk's data privacy policies and access will be granted to only a limited number of individuals on a "need to know" basis, or to our service providers who perform services or functions on our behalf, for business or legitimate purposes, or upon a valid request from government authorities.

B. Duty to Self-Monitor: In addition to any COVID-19 requirements imposed by Autodesk for in-person participation in an Event, I agree that I will not participate at an in-person Event if the local law COVID-19 safety guidance applicable where the Event is occurring (including requirements imposed by the hosting venue), and in the country or territory where I reside, prohibits or recommends against my participation in the Event. For example, if I have recently been in close contact with someone with a possible COVID-19 diagnosis, or if I have recently experienced possible symptoms of COVID-19, in addition to any additional requirements imposed by Autodesk, my participation in the Event will be determined by the rules and recommendations set forth in the applicable COVID-19 safety guidance set by relevant local government authorities, including timelines for isolation and/or quarantine.

C. Assumption of Risk: To the extent I attend an Event in person, I am aware that there are a number of risks posed as a result of the ongoing COVID-19 pandemic, including the possibility of being exposed to or infected by COVID-19 and which could result in moderate or serious medical symptoms requiring medical treatment in a hospital or even death. I further understand that Autodesk has implemented all legally required applicable safety measures to reduce the potential spread of COVID-19 in connection with the Event. However, I understand that in connection with any in person attendance at the Event, no actions by Autodesk can guarantee that I, or others in attendance, will not contract or be exposed to COVID-19 while participating in the Event. If I am not an Autodesk employee, except as otherwise prohibited by local law, on behalf of myself and my heirs, successors, and assigns, by participating in the Event, I knowingly and freely assume all risks, both known and unknown, related to COVID-19, including all illnesses, injuries, damages or death arising therefrom.

12. General Assumption of Risk

Your attendance or participation in any Event or any related activities is completely voluntary. Autodesk does not guarantee admittance to all or any part of an Event, including any session, breakout, keynote, or other activity. All Event activities are on a first-come, first-served basis unless otherwise specified by Autodesk. To the maximum extent permitted under applicable law, you accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending an Event, and hereby waive any claims you may have against Autodesk, its event sponsors, event vendors, or the venue relating to such risks.

Autodesk may, without prior notice, limit the number of Event attendees and participants, cancel or terminate any Event registration, bar any person from attending all or any part of any Event, or refuse to provide any person with access to Event Materials.

13. DISCLAIMER

THE EVENT IS MADE AVAILABLE TO YOU "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. AUTODESK EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU MUST EVALUATE, AND YOU BEAR ALL RISKS ASSOCIATED WITH, ATTENDANCE AND PARTICIPATION IN ANY EVENT, INCLUDING WITHOUT LIMITATION ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS MADE AVAILABLE.

AUTODESK AND ITS EVENT ORGANIZERS, SPONSORS, VENUE PROVIDERS, AND OTHER VENDORS, AND ITS AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES (THE "AUTODESK PARTIES"), SHALL NOT BE RESPONSIBLE FOR ANY INJURY, THEFT, LOSS, OR DAMAGE TO PERSONS OR PROPERTY, OR LOSS OR DAMAGE OF ANY OTHER KIND THAT MAY OCCUR TO YOU, OR TO ANY OF YOUR OR AUTODESK'S INVITEES, FROM ANY CAUSE WHATSOEVER. YOU ASSUME SOLE RESPONSIBILITY FOR ALL SUCH RISKS.

While Autodesk tries to maintain the integrity and security of an Event and the servers from which any digital Event is operated, Autodesk does not guarantee that any Event will be or remain, secure, complete or correct, or that access to an Event will be uninterrupted. The quality (e.g. resolution and playback) of streaming content in connection with an Event may be affected by various factors such as your location and the speed of your internet connection. Autodesk makes no representation or warranty regarding access to content available in connection with any Event, including the quality of any streaming content.

14. Force Majeure

Autodesk is not responsible for defaults or delays resulting from fire, flood, earthquakes, acts of God, epidemics, pandemics, or reasonable threats thereof, or any circumstance beyond its reasonable control. Without limiting the foregoing, and without refunds or discounts, Autodesk may cancel or reschedule an Event or terminate these Event Terms in case of a force majeure event including if Autodesk reasonably determines such occurrence may detrimentally affect the value or usefulness of the Event.

15. LIMITATION OF LIABILITY

TO THE GREATEST EXTENT ALLOWED UNDER LAW, THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF THE AUTODESK PARTIES FOR ALL CLAIMS ARISING UNDER THESE EVENT TERMS OR RELATED TO AN EVENT, INCLUDING COVID-19 RELATED CLAIMS UNDER SECTION 11, IS LIMITED TO YOUR DIRECT DAMAGES BUT SHALL NOT EXCEED THE GREATER OF (A) REGISTRATION FEES PAID BY YOU AND RECEIVED BY AUTODESK FOR THE APPLICABLE EVENT OR (B) \$2000 USD. IN NO EVENT SHALL ANY AUTODESK PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, WITH RESPECT TO THESE EVENT TERMS OR RELATED TO ANY EVENT, EVEN IF THE AUTODESK PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME OR EVEN IF REASONABLY FORSEEABLE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

16. Indemnification

To the fullest extent permitted under applicable law, you must defend, indemnify and hold harmless each Autodesk Party from and against all claims, including COVID-19 related claims under Section 11, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to: (a) your attendance or participation in any Event (including any Submissions); and (b) any violation or alleged violation of these Event Terms.

17. Termination

Autodesk may terminate the Event Terms for convenience upon notice to you for any reason, including if Autodesk believes you have violated or acted inconsistently with the Event Terms. Upon any such termination, your rights under the Event Terms will cease. Autodesk may also deactivate or delete any associated passwords, username(s), and all related information and files.

The following sections shall survive any expiration or termination of these Event Terms: 2, 3, 4, 6, 7, 9, 11–17, 19-21.

18. Physical Events

A. Badges. For physical Events, a badge may be available for you to pick up at the designated check-in area of the Event venue during the scheduled Event dates. You must show a government-issued picture identification to pick up your Event badge. You cannot enter the Event venue without an Event badge.

Event badges may contain RFID or other attendance tracking technology which may record your attendance and participation during an Event. By presenting your badge for scanning at an Autodesk Event, you consent to Autodesk or an authorized third party to collect and process such information. The collection and use of such information is governed by the Autodesk Privacy Statement. The information collected may identify you, and may be used for purposes such as to measure the performance of the Event or Event sessions, better understand your topical interests, communicate other Autodesk Events, to solicit feedback,

or to support your attendance during the Event. Autodesk may also provide aggregated data that will not identify you to its partners, exhibitors, and sponsors to show Event performance related to their Event footprint.

During an Event, you may choose to allow third parties unaffiliated with Autodesk to scan your badge such as an Event sponsor or exhibitor. By doing so, you consent to such third party having access to your attendance, participation, and/or certain registration information. Third Parties are responsible for their own privacy practices in connection with the collection and use of your data Contact the third party to learn more about its privacy practices with respect to any information that it collects. If you do not wish to permit the use and disclosure of your badge information to third parties, do not allow any third party to scan your badge at an Event.

- **B.** Security and Safety. Autodesk may, without prior notice, take any security and safety measures it deems appropriate for the safety of attendees and participants of an Event. You must comply with all security and safety measures, including the following:
 - i. At all times during an Event, you must wear your Event badge so that it is visible to others at the Event. You must not share or exchange your Event badge with any other person. Failure to comply with this requirement may result in confiscation of your Event badge and termination of your attendance or participation in the Event.
 - ii. At Autodesk's sole discretion and as a condition of attendance, you may be required to wear a face covering, gloves, or other protective equipment. You may be subject to temperature screenings or other tests which may be deemed beneficial for public health protection purposes.
 - iii. Bags may be checked randomly during the Event including upon check-in.
 - iv. You must not leave any bags or other property unattended at any time. Unattended property may be removed.
 - v. Except as pre-approved by Autodesk in writing, you must not attend any Event or portion thereof, or otherwise be present at any Event venue, if you are under 18 years old.
 - vi. Items prohibited at an Event include firearms and other weapons, explosives, drones, and other hazardous materials or articles. You must not bring or have in your possession any such items at any time during your attendance at an Event.

19. Jurisdictional Issues

Events that are controlled and operated by Autodesk Inc. from the United States are not intended to and shall not subject Autodesk Inc. to the laws or jurisdiction of any state, country, or territory other than that of the United States. Similarly, Events hosted by affiliates of Autodesk Inc. outside the United States shall not subject such affiliate to any laws or jurisdiction of any state, country or territory other than that where the Event is hosted or where the Autodesk Inc. affiliate is based. Attendance at an Event is at your own initiative and risk, and you must comply with all applicable laws, rules and regulations. You are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other rules and regulations restricting exports. Autodesk may limit the availability of an Event, in whole or in part, to any person, geographic area, or jurisdiction it chooses, at any time. Not all products, services, or Events described may be available in all states or territories.

20. Copyright Infringement Claims

If you believe in good faith that Event Materials made available during the Event infringe your copyright, you may visit https://www.autodesk.com/company/legal-notices-trademarks/intellectual-property/copyright for procedures on making a claim of infringement.

21. Miscellaneous

Each party is and shall remain an independent contractor with respect to all performance rendered under these Event Terms. You shall not be considered an employee or agent of Autodesk for any purpose, shall have no authority to bind or make commitments on behalf of Autodesk, and shall not hold yourself out as having such authority. These Event Terms supersede all prior and contemporaneous discussions and writings with respect to its subject matter and constitute the entire understanding and agreement of the parties with respect to its subject matter. No failure or delay in enforcing any right under these Event Terms will be deemed a waiver. If any of the provisions of these Event Terms are held by a court unenforceable, the remaining portions shall remain in full force and effect. You may not assign, transfer or sublicense any or all of your rights or obligations under these Event Terms without Autodesk's express prior written consent. Autodesk may assign, transfer or sublicense any or all of its rights or obligations under these Event Terms without restriction. These Event Terms will be binding upon and will inure to the benefit

of the parties, their successors and permitted assigns. These Event Terms shall be governed by the laws of the State of California, without regard to conflicts of law provisions. Each party hereby submits to the exclusive personal jurisdiction of and venue in the Superior Court of the State of California, County of Marin or County of Santa Clara, and the United States District Court for the Northern District of California in San Francisco in respect of all claims arising out of or related to these Event Terms or an Event.