

## AUTODESK WEBINAR 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").

### 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"), 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. 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. 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 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 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.

### 3. 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 may use certain 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.

#### 4. Conduct

You must always treat other attendees and Autodesk personnel with courtesy and respect, and maintain a friendly, safe, supportive and harassment-free environment.

#### 5. 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 [Autodesk Privacy Statement](#). In furtherance of our legitimate interest, or where needed, with consent, Autodesk may share your name and contact information with our partners and sponsors of an Event, 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.** Autodesk may use, or provide for you to use, third party products or services to access or attend an Event ("Third Party Services"). 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.

#### 6. Forward Looking Statements

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.

#### 7. Cancellations and Event Changes

For cancellations, no refund or credit will be issued if you fail to submit a proper and timely request. All cancellations are subject to the Event's stated cancellation 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 schedule and content, or modification or cancellation of any session, keynote, or other activity.

#### 8. 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.

#### 9. 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; (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. 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.

#### **10. 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 you or your personal property that you may face while attending an Event, and hereby waive any claims you may have against Autodesk, its Event sponsors or vendors 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.

#### **11. 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, 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.

#### **12. 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.

#### **13. LIMITATION OF LIABILITY**

THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF THE AUTODESK PARTIES FOR ALL CLAIMS ARISING UNDER THESE EVENT TERMS OR RELATED TO AN EVENT 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.

#### **14. Indemnification**

To the fullest extent permitted under applicable law, you must defend, indemnify and hold harmless each Autodesk Party from and against all claims, 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.

#### **15. 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, 5, 6, 8, 10, 11-18.

## **16. 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.

## **17. 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.

## **18. 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.