U.S. Government Addendum

Effective date: November 1st, 2026

This U.S. Government Addendum ("**Addendum**") supplements the Autodesk Terms of Use (available at https://www.autodesk.com/company/terms-of-use/en/general-terms or any successor site designated by Autodesk) ("**Terms of Use**"). Capitalized terms used but not otherwise defined in this Addendum shall have the meanings given to them in the Terms of Use.

1. **Scope of this Addendum**

The Terms of Use apply to Eligible U.S. Governmental Entities (as defined below) as modified by this Addendum. Pursuant to Section 17.7 (Government) of the Terms of Use, if an Eligible U.S. Governmental Entity is prohibited by applicable law from accepting certain provisions (or a specific part of a provision) in the Terms of Use, then the corresponding provision (or part of a provision) in this Addendum will control solely to the extent necessary to comply with applicable law.

2. **Eligible Customers**

For purposes of this Addendum, **"Eligible U.S. Governmental Entity"** means a United States Governmental Entity that acquires Autodesk Offerings and falls within one of the following categories:

a. any entity, body, agency, commission, department, board, bureau, judicial body, or instrumentality of the United States Federal Government, and any employee or official thereof (each, a "**Federal Entity**"); or

b. any U.S. state, municipality, or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, judicial body thereof, and any employee or official thereof, including any public education or public healthcare entities created by the laws (including constitution or statute) of the applicable U.S. state (each, a "**SLED Entity**").

3. **Public Records and Disclosure**.

Autodesk acknowledges that an Eligible U.S. Governmental Entity may be compelled to disclose certain Autodesk Confidential Information pursuant to the Freedom of Information Act, 5 U.S.C. § 552 and/or a U.S. state open records, sunshine, or similar disclosure law (collectively, **"Public Records Laws"**).To the extent legally permitted, upon receiving a request under applicable Public Records Laws seeking disclosure of Autodesk Confidential Information, the Eligible U.S. Governmental Entity will provide Autodesk with prompt written notice of the request and, prior to disclosure, a reasonable opportunity to identify any information that Autodesk believes is exempt from disclosure or otherwise protected from disclosure under applicable law. Except as expressly modified by this Section, the confidentiality obligations set forth in Section 12 (Confidentiality) of the Terms of Use remain unchanged and in full force and effect.

4. **Customer Indemnity.**

Any provision of the Terms of Use requiring the Eligible U.S. Governmental Entity to indemnify Autodesk shall be void and unenforceable against such entity; provided, however, that this limitation shall not apply to any indemnification or other payment obligation that is expressly authorized by applicable law, and, where applicable, the Eligible U.S. Governmental Entity's governing regulations and procedures.

5. **Control of Defense.**

Nothing in the Terms of Use shall be construed a derogation of the U.S. Department of Justice, pursuant to 28 U.S.C. § 516, or the applicable State Attorney General's Office, right to defend any claim or action brought against a Federal Entity or SLED Entity, as applicable.

6. **Governing Law and Dispute Resolution**.

6.1 Federal Entities. For Federal Entities, this Addendum, the Terms of Use, and any disputes arising out of or relating thereto, will be governed by United States Federal law. Any provision of the Terms of Use requiring dispute resolution in a specific forum or venue different from that prescribed by applicable Federal law is hereby deleted and superseded by the forum or venue required by such law. Any arbitration or other alternative dispute resolution provision in the Terms of Use will apply only to the extent authorized by applicable federal law or the Federal Entity's governing regulations and procedures.

6.2 SLED Entities. For SLED Entities, this Addendum, the Terms of Use, and any disputes arising out of or relating thereto, will be governed by the laws of the state pursuant to which the SLED Entity is created, or if no such state is applicable, the state in which the SLED Entity has its primary headquarters or where its main office is geographically located. Except to the extent arbitration or other alternative dispute resolution is authorized by applicable law or the SLED Entity's governing regulations and procedures, the parties' consent to jurisdiction and venue for any such dispute in the state and federal courts located in such state.

7. **Miscellaneous**

7.1 Effective Date. This Addendum is effective as of the date published by Autodesk and applies to Eligible U.S. Governmental Entities that acquire Autodesk Offerings on or after that date. Once applicable to an Offering, this Addendum will apply for the duration of the applicable Offering Term, subject to Section 7.2 (Changes to the Addendum), unless otherwise agreed by Autodesk in writing.

7.2 Changes to the Addendum. Autodesk may modify this Addendum from time to time. Unless otherwise agreed by Autodesk in writing, the version of this Addendum in effect when an Autodesk Offering is acquired will continue to apply for the duration of the applicable Offering Term. Any renewal of an Autodesk Offering will be subject to the version of this Addendum in effect as of the effective date of the renewal. For the avoidance of doubt, this Section governs modifications to this Addendum only. Any modification to the Terms of Use will be governed by Section 17.2 (Changes to Terms) of the Terms of Use.

7.3 Order of Precedence - No Separate Agreement If there is any conflict or inconsistency between this Addendum and the Terms of Use, this Addendum will control with respect to the subject matter of the conflict or inconsistency. Nothing in this Addendum creates a separate agreement between Autodesk and an Eligible U.S. Governmental Entity.