

Autodesk Certified Instructor Program Agreement

This Autodesk Certified Instructor Program Agreement (the “**Agreement**”) sets forth the terms and conditions that govern your participation in the Autodesk Certified Instructor Program (the “**Program**”), which provides instructors that meet the Program requirements with a certification from Autodesk for both their product mastery and demonstrated instructional delivery skills.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PARTICIPATING IN THE PROGRAM.

BY SELECTING THE “I ACCEPT” BUTTON OR OTHER BUTTON OR MECHANISM DESIGNED TO ACKNOWLEDGE YOUR AGREEMENT TO THE TERMS OF AN ELECTRONIC COPY OF THIS AGREEMENT, OR IF YOU USE OR ACCESS ANY PROGRAM MATERIALS OR BENEFITS OR PARTICIPATE IN THE PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN THE PROGRAM.

- 1. Program Eligibility.** To participate in the Program and become an Autodesk Certified Instructor (“**ACI**”) you must (i) be an individual authorized by Autodesk to provide training and instruction on the use of Autodesk products (“**Approved Instructor**”) and affiliated with an active Autodesk Learning Partner participating in the Autodesk Authorized Training Center (“**ATC®**”) Program, the Autodesk Authorized Academic Partner (“**AAP**”) Program, the Membership Training Provider (“**MTP**”) Program (“**Affiliated Instructor**”), or an Autodesk employee or trainer authorized by Autodesk to participate in this Program and, (ii) meet any additional eligibility requirements set forth on the Program website or any successor website (the “**Program Site**”). To complete the Program requirements you will access the Autodesk Learning Central (“**ALC**”) Portal or such other learning portals specified by Autodesk (the “**Portals**”). You can request Portal access through the regional Learning Partner Distributor (<https://www.autodesk.com/training/find-a-partner>).
- 2. Program Participation.** Effective upon your acceptance of the “Autodesk Certified Instructor” badge (the “**ACI Badge**”) on the Autodesk approved badging platform, Autodesk grants you for one (1) year and for any additional one (1) year periods during which your ACI certification is maintained in accordance with the terms of this Agreement, a non-exclusive, non-transferable, revocable right to use the ACI Badge and certificate (if provided) and identify yourself as an Autodesk Certified Instructor, in accordance with any guidelines provided by Autodesk from time to time. Once attained, the ACI Certification must be maintained annually from the date of when the ACI badge is awarded by Autodesk by complying with the then-current Program requirements set forth on the Program Site. If you do **not** meet the requirements to maintain your ACI Certification pursuant to the requirements communicated on the Program Site, at the time of the expiration of the then-current term of your ACI Certification, your ACI Badge will become inactive and you will not be permitted to represent yourself as ACI Certified or use the ACI Badge. Autodesk may modify the Program, requirements for certification, badges, certification exams, and training or Program materials at any time. If you use the Program Site or the Portal you agree to the terms of use and any other terms posted on that website. You agree to comply with the terms set forth in the Autodesk Partner Code of Conduct.

3. **Candidate Personal Information.** The personal information you provide Autodesk in connection with your participation in the Program and your use of the Portal will be used as set forth in the Autodesk [Privacy Statement](#). Please refer to Autodesk's Privacy Statement at www.autodesk.com/privacy for more information.
4. **Proprietary and Confidential Information.** Autodesk or its licensors, as applicable, shall own all Program materials, the Portal and instructor e-courses offered on the Portal, including, without limitation, questions, answers, datasets, files drawings, designs, know-how, which are Autodesk confidential and proprietary information ("**Confidential Information**"). Candidate shall protect Autodesk Confidential Information and is prohibited from disclosing, selling, transferring, disseminating, copying, publishing, posting or transmitting any Confidential Information in any form to any person, or using any Confidential Information outside the Program.
5. **Autodesk Certified Instructor Badge.** Your ACI Certification is available as a digital badge offered through the Acclaim badging platform (<https://www.youracclaim.com/>), or such other badging platform specified by Autodesk from time to time (the "**Badging Platform**"). To complete the Program requirements you will need to create an Acclaim profile (or such other profile or registration as may be required by Autodesk from time to time on its authorized Badging Platform) on the Badging Platform and accept the ACI Badge offered to you upon completion of all Program requirements. Use of the ACI Badge is subject to the compliance with any guidelines made available on the Program Site or Badging Platform for use of the ACI Badge, and are subject to change from time to time at Autodesk's sole discretion. **Candidate may not use the ACI Badge or any ACI certificate in any way that (i) may be construed to establish an affiliation between Autodesk and any third-parties other than you, (ii) contravenes any applicable law, rule or regulation, (iii) implies that you are an Autodesk agent or sponsored by Autodesk in providing your services or (iv) negatively impacts Autodesk's reputation or goodwill.** As between the parties, Autodesk retains all rights, title and interest in the ACI Badge. Nothing herein shall be construed to grant any other proprietary or use rights to the ACI Badge to you or any third party. You may not transfer, sell or license any ACI Badge or Program certification to any third party. You understand and agree that your ACI Badge marked as Public on the Badging Platform may also surface on Autodesk sites where you have a profile.
6. **Term and Termination.** Autodesk may terminate this Agreement with or without cause upon thirty (30) days written notice to you. **Autodesk may revoke your ACI Certification and ACI Badge and terminate this Agreement at any time, if in Autodesk's sole discretion, Autodesk determines that you in any way (i) assisted, or used assistance from others, in completing the Program requirements; (ii) circumvented or attempted to circumvent Autodesk Program procedures or security mechanisms; (iii) breached the terms of this Agreement; (iv) have not complied with the Autodesk Partner Code of Conduct; (v) have taken any actions or made statements that could negatively impact Autodesk's reputation or brand or (vi) have used Autodesk trademarks without authorization or otherwise violated or infringed Autodesk intellectual property rights.** Upon termination of the Agreement for any reason, your right to use the ACI Certification and the ACI Badge and identify yourself as an ACI shall cease immediately. Sections 3-14 shall survive the termination of the Agreement.

7. **Indemnification.** You agree to indemnify, defend and hold Autodesk and its affiliates and their respective officers, directors, employees, and representatives harmless from and against any and all claims, losses, liabilities, damages, deficiencies, costs and expenses, including attorneys' fees, arising out of, relating to, or caused by (i) your negligent acts or omissions, (ii) use of ACI Certification or use of ACI Badge or (iii) your breach of the terms of this Agreement.
8. **Representations and Warranties.** You represent and warrant that (1) all information provided by you in connection with the Program is accurate and complete, (2) you shall comply with all laws, rules and regulations in connection with your participation in the Program and use of the ACI Badge and (3) you are not a resident or citizen of any US embargoed country or region. AUTODESK MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE PROGRAM OR THE ACI BADGE. AUTODESK SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY THIRD PARTY RIGHTS.
9. **Limitation of Liability.** AUTODESK'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY RELATED TO OR ARISING FROM THE PROGRAM OR THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (1) FEES PAID BY YOU TO AUTODESK, IF ANY, TO PARTICIPATE IN THE PROGRAM IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR (2) USD \$50. AUTODESK SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REVENUES, CONTRACTS, CUSTOMERS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. CANDIDATE ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY FAIRLY REFLECTS THE ALLOCATION OF RISK, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR BREACH OF WARRANTIES.
10. **No partnership.** Nothing herein shall be construed as creating a partnership, agency or any form of joint enterprise based on this Agreement or your participation in the Program.
11. **Assignment, Waiver and Severability.** You agree that the rights and obligations hereunder, including any right to use an ACI Badge in whole or in part, are personal and may not be assigned by you to any third party. Any attempted assignment will be null and void and shall constitute a breach of this Agreement. No modification of these terms and conditions or waiver of rights will be effective unless agreed in writing by the party to be charged, provided that notwithstanding the foregoing, Autodesk may change the Program terms or terminate the Program at any time, in its sole discretion. 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.
12. **Governing Law.** This Agreement shall be governed in all respects by and construed under the laws of the United States of America and the State of California, without reference to choice of law principles. The parties hereby submit to the exclusive jurisdiction of and waive any objections

against the United States District Court for the Northern District of California, San Francisco and the Superior Court of the State of California, Marin County in any litigation arising out of this Agreement.

13. **Notices.** All notices must be in writing and delivered via (i) certified mail, return receipt, postage pre- paid; or (ii) recognized courier service properly addressed and stamped with the required postage. In addition, Autodesk may provide notice to you at any email address associated with your Autodesk profile on the Portal or otherwise provided to Autodesk in connection with the Program. All notices to Autodesk must be sent to the attention of the General Counsel, Autodesk, Inc., 111 McInnis Parkway, San Rafael, CA 94903.
14. **Entire Agreement.** This Agreement contains the entire agreement between Autodesk and you and supersedes and terminates any and all prior agreements or contracts, written or oral, relating to the Program.