

Autodesk Creative Finishing Amended and Restated Subscription and Support Agreement for Desktop Subscriptions

This document amends and restates the Autodesk Creative Finishing Maintenance Subscription and Support Agreement (the “**Maintenance Subscription and Support Agreement**”) with respect to all Autodesk Creative Finishing Desktop Subscriptions (defined below). Your purchase of and use or access to any Autodesk Creative Finishing Desktop Subscription or related licenses is subject to this amended and restated agreement (the “**Desktop Subscription Amendment**”) and the unamended Maintenance Subscription and Support Agreement does not apply to You. If You do not purchase, use or access a Desktop Subscription, this Desktop Subscription Amendment (and any changes to the Maintenance Subscription and Support Agreement) do not apply to You. The unamended Maintenance Subscription and Support Agreement continues to apply to all subscriptions and support other than Your Desktop Subscription. As used in this Desktop Subscription Amendment, references to “Maintenance Subscription” have been replaced with references to “Desktop Subscription” to enable ease of reading.

This Agreement (defined below) is between Autodesk and You (defined below) which signed the Autodesk quote and order terms and conditions for the Autodesk Creative Finishing Software Programs (defined below), and is effective as of the Effective Date (defined below). If You use, make use of or otherwise receive in any manner the benefits described in this Agreement, You are consenting to be bound to the terms of this Agreement.

1. DEFINITIONS

The following definitions, which are set forth in alphabetical order, apply throughout this Agreement and should be read in their entirety. All capitalized terms shall have the definitions as either set forth below or otherwise described in this Agreement.

“**Agreement**” means this Desktop Subscription Amendment.

“**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 Autodesk Desktop Subscription.

“**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 the Autodesk Desktop Subscription in Your country, and which (where applicable) are further described on the Autodesk website or other site or location as may be designated by Autodesk and (or an Autodesk publication analogous thereto) published and/or amended by Autodesk from time to time. Autodesk reserves the right at its discretion to add or remove Ancillary Services to the Autodesk Desktop Subscription from time to time, without prior notification to You, and to make them available only in English. Some Ancillary Services may not be available for Your Software Program or

in all languages, countries or regions. Without limiting the generality of the foregoing, Ancillary Services shall include, but not be limited to, Web Services.

“Autodesk”: Autodesk, Inc., a Delaware corporation, except that if, You acquire Your Desktop Subscription or Support in (a) a country in Europe, Africa or the Middle East, “Autodesk” means Autodesk Development Sàrl or (b) a country in Asia, Oceania or the Asia-Pacific region, “Autodesk” means Autodesk Asia Pte Ltd.

“Autodesk Designated Website”: the Edge website [www.https://edge.autodesk.com](https://edge.autodesk.com) or any website or other location designated from time to time by Autodesk for Autodesk Desktop Subscription.

“Autodesk Software License”: Autodesk Inc.’s standard end-user license agreement granting You a license to use a copy of the Software Program. The Autodesk Software License may sometimes be referred to as a master software license agreement and the Autodesk Software License is either included with or incorporated with each copy of a Software Program or is signed by You or is otherwise deemed to have been accepted by You through Your use of the Software Program.

“Autodesk Creative Finishing Desktop Subscription” or “Desktop Subscription”: the desktop subscription and support program or programs offered generally by Autodesk for Autodesk Creative Finishing Software Programs referred to as a Desktop Subscription or term licensing program under which Autodesk may provide (among other things) a limited term license to the Software Programs and updates and upgrades to, new versions of, and certain other support and services relating to the Software Programs provided for a limited term. Most particularly “Desktop Subscription” refers to Your entitlement to receive Subscription and Support (defined below) and also means any other program or service identified by Autodesk as being subject to this Agreement. The benefits for the Desktop Subscription will be as specified in the attached Exhibits, in the Entitlements for any included Web Service or as otherwise set forth in any specifically designated Desktop Subscription program guide. Desktop Subscription benefits may vary based on the related Software Programs.

“Autodesk-Certified Third-Party Hardware”: the third-party hardware and hardware components designated specifically by Autodesk as being Autodesk supported, in accordance with its standards, including, but not limited to, Autodesk Stone software direct storage, memory, audio unit, tablet, CD- ROM, video adapters, graphics cards and other hardware peripherals. Autodesk-Certified Third-Party Hardware does not include any third-party hardware not designated as being supported by Autodesk or third-party hardware which Autodesk may designate from time to time, with such hardware including, without limitation, network switches.

“Business day”: a day which is not a Saturday, a Sunday or an Autodesk designated holiday.

“Customer Information Form”: the form completed by You or on Your behalf which includes, among other things, contact and other information that You authorize Autodesk and its designee to use in connection with Your Desktop Subscription or Support account.

“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 Desktop Subscription information which supplement and enhance that Software Program or an intermediate release of a Software Program that includes, without limitation, minor feature and functionality enhancements. Designation of an “Extension” is in Autodesk’s sole discretion and Extensions for a Software Program are only available as a standalone deliverable if You have Desktop Subscription for a Software Program.

“Included Support”: the support that is included with Your Desktop Subscription as set forth in Section 2 and Exhibit A herein.

“Media Management and Infrastructure Software”: the following Autodesk software products and services: Autodesk StoneFS, Autodesk Wire, Autodesk Burn, Autodesk Backdraft Conform, and Autodesk Lustre Media Server software. The entitlement to receive Extensions, Releases, Ancillary Products, Ancillary Services and Included Support for such Media Management and Infrastructure Software is based on Your having license for each of the aforementioned Software Programs and Desktop Subscription for that Software Program. **“Non-Supported Third-Party Hardware or Software”**: the non- Autodesk-Certified Third-Party Hardware or non-Autodesk Software Program that is manufactured by a third party and sold by Autodesk or Resellers to or otherwise procured by You for use with a Software Program. Without limiting the generality of the foregoing, if you purchase a license for a Software Program that is not bundled by Autodesk with Autodesk-Certified Third-Party Hardware, the term “Non- Supported Third-Party Hardware” also shall include all hardware used by You in connection with such Software Program, even if such hardware otherwise would have been Autodesk-Certified Third-Party Hardware were it purchased bundled by Autodesk with the Software Program license. Accordingly, where such hardware is included by Your Reseller or any other party rather than by Autodesk with the Software Program license, such hardware is Non-Supported Third-Party Hardware.

“Other Third-Party Hardware Support”: the support for Non-Supported Third-Party Hardware or Software that may be offered by third-party providers and which support may be purchased by You from Autodesk or Resellers. Other Third-Party Hardware Support is subject to availability and which support may be purchased will be determined by Autodesk from time to time.

“Release”: a license to use a full commercial version of a Software Program incorporating all Extensions relating to that Software Program offered by Autodesk since the next preceding version of that Software Program or which enhances or improves the functionality of the next 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 mean: (a) an Extension; or (b) a future Autodesk computer program that is a separate product and not a direct successor, 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 Desktop Subscription or Support, as applicable (either directly to end users or to other Resellers) for a particular Software Program.

“Software Program”: a copy of an Autodesk Inc. (or one of its subsidiaries) computer program which

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You are licensed by Autodesk Inc. (or one of its subsidiaries) to use as part of Desktop Subscription and for which You have purchased Desktop Subscription or Support. The current Software Programs available for Desktop Subscription under this Agreement are: Autodesk Flare and Autodesk Flame Assist (all platforms), and such other Creative Finishing Software Programs as Autodesk may decide to make available for Desktop Subscription from time to time. For purposes of this definition, if an Autodesk computer program is offered as part of a product series, bundle or family, or if You have license of the Media Management and Infrastructure Software to be used with a Software Program, then Software Program shall mean each of the computer programs included within such series, bundle or family or the Media Management and Infrastructure Software. Any supplemental software code provided to You as part of the Subscription and/or 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.

“Subscription”: the entitlement to receive Extensions, Releases, Ancillary Products, and Ancillary Services (including Web Services), if any, made available by Autodesk for the covered Software Programs as part of Desktop Subscription pursuant to this Agreement during the Term.

“Subscription/Support Fee”: the fee paid by You for Desktop Subscription and/or Support, as applicable.

“Support”: the entitlement to receive support offerings described in this Agreement, as made available by Autodesk as part of Desktop Subscription pursuant to this Agreement during the Term.

“Term”: the terms (initial and renewal) set out in Section 6.1.

“User”: the individual or individuals authorized by You to receive and have access to the Autodesk Desktop Subscription or Support (as applicable). 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 the Autodesk Desktop Subscription or Support entitlements if, in its reasonable judgment, a User cannot be so verified.

“Web Service”: one type of Ancillary Service consisting of a web- or cloud-based service requiring a connection to the Internet and to which Autodesk may provide You with access for Your Software Programs as a benefit of Your Subscription during the Term. Autodesk may make Web Services available through Software Programs or any website owned or operated by or for the benefit of Autodesk. Web Services available for the Software Programs and for Your level of Subscription, if any, are described on Autodesk’s website or such other location as Autodesk may designate.

“You”/“Your”: the company or other legal entity (including its subsidiaries and affiliates ordering Subscription and/or Support hereunder) on behalf of which a Desktop Subscription or Support (as applicable) is acquired, if a Desktop Subscription or Support is acquired on behalf of such an entity (e.g., by an employee, independent contractor, or other authorized representative), or if there is no such entity, the individual who acquires a Desktop Subscription or Support for the individual’s own

account.

2. DESKTOP SUBSCRIPTION AND SUPPORT

This Agreement covers the terms and conditions that apply and govern when You purchase Subscription and/or Support.

2.1 Desktop Subscription

If You have purchased Desktop Subscription, Autodesk grants You Subscription for each Software Program for which You have purchased Desktop Subscription, with the Subscription purchase as designated on Your Autodesk order confirmations or invoices (either sent to You directly or to Your Reseller). Unless otherwise set forth by Autodesk, Desktop Subscription consists of the entitlement to receive Extensions, Releases, Ancillary Products, Ancillary Services and Included Support, if and when available. Your use of Extensions, Releases and Ancillary Products shall be governed by the terms and conditions of the Autodesk Software License included with them, or in the absence of an Autodesk Software License, by the Autodesk Software License which governs the use of the Software Program to which the Extension, Release or Ancillary Product relates. In the case of Ancillary Products or Ancillary Services (including Web Services) delivered via the internet, Your use shall be governed by the Terms of Service or similar terms and conditions provided for such Ancillary Products or Ancillary Services. 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. To purchase Desktop Subscription, You must be registered with Autodesk as the licensee of the most current version of the Software Program which You wish to place under Desktop Subscription. Any Release provided to You during the Term may require You to upgrade either hardware or operating system or both in order to install and to run a Software Program. Any related hardware or operating system costs are Your sole responsibility.

Notwithstanding anything else in this Agreement or in the applicable Autodesk Software License, all licenses made available to You in connection with a Desktop Subscription will be "Fixed Term/Limited Duration/Rental License" License Type for use only by Users.

2.2 Support

Autodesk has the following Support offerings for the Autodesk Creative Finishing Software Programs:

2.2.1 Included Support. Unless otherwise set forth by Autodesk, Included Support is a component of Your purchase of Desktop Subscription. The terms and conditions that govern Included Support are set forth herein and in Exhibit A.

2.2.2 Reserved.

2.2.3 Reserved.

2.2.4 Support for a Software Program shall be provided to You by Autodesk via Your Users only and such provision of Support by Autodesk shall be governed exclusively by this Agreement. If support for a Software Program is provided by any other party(ies), such support offering shall be governed by terms and conditions entered into between You and such other party(ies). You may not transfer, market, or provide support to third parties using Support without the prior written consent of Autodesk.

2.2.5 General terms and conditions applicable to all Support offerings.

(a) For all Support offerings, Autodesk:

(i) shall accept and respond to requests from a User arising from (1) installation, including installation of license administration tools, configuration and troubleshooting of the Software Program; and (2) customization of the Software Program using uncompiled macro languages such as LISP and VBA insofar as the macro language commands and functions do not perform as documented. 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.

(ii) shall make reasonable commercial efforts to resolve all requests submitted by Users 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 UNDER DESKTOP SUBSCRIPTION OR SUPPORT (AS APPLICABLE) SHALL BE SUBJECT TO THE PROVISIONS OF SECTION 7 OF THIS AGREEMENT.

(b) Submission of Support Requests:

Users must submit requests in the language that is supported by the applicable Autodesk support center. The supported languages will be published from time to time by Autodesk on the Autodesk Designated Website.

2.2.6 Support shall only be provided for: (a) the most current Release of a Software Program; (b) any Extensions to that Release; and (c) the three (3) immediately next preceding Releases of that Software Program, except that Support may not be available in all languages, countries or regions. 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 six (6) months after the date Autodesk makes the most current release of that Software Program commercially available or ninety (90) days after the delivery of the Software Program to You, as described in the invoice, in the event no subsequent release is made commercially available.

2.2.7 Autodesk is not obliged to provide Support requested as a result of: (a) operation of the hardware on which the Software Program is installed in environmental conditions outside those prescribed by the hardware manufacturer; (b) operation of the Software Program with a version of the operating system software other than that specified by Autodesk; (c) operation of the Software Program in a software or hardware environment not recommended by Autodesk for the Software

Program or operation of the hardware on which the Software Program is installed or used in environmental conditions outside those prescribed by the hardware manufacturer; (d) failure to maintain the hardware on which the Software Program is installed or used in accordance with standards prescribed by the manufacturer and/or Autodesk; (e) failure to ensure that Your Users are fully trained in the use and operation of the Software Program; (f) the Software Program being serviced, maintained or modified by anyone other than Autodesk; (g) Your hardware failing to meet the minimum specification prescribed by Autodesk for use with the Software Program; (h) Non-Supported Third-Party Hardware or Software unless You have purchased the applicable Other Third-Party Support and in the event of such Other Third-Party Hardware Support, unless otherwise indicated in writing by an authorized representative of Autodesk, Autodesk shall only provide support for Non-Supported Third-Party Hardware to the extent and in the manner in which it receives such support from such third-party provider; (i) any other problem arising from Your failure to perform Your responsibilities as set forth in this Agreement; and (j) any failure by a third-party hardware provider to provide third-party hardware support to Autodesk or to You. In addition and any other provision of this Agreement notwithstanding, in the event that after first level troubleshooting and problem identification, Autodesk determines that the error or malfunction is attributable to Non-Supported Third Party Hardware or Software, Autodesk may assist You with information on how to contact the vendor of such Non-Supported Third Party Hardware or Software but Autodesk will not be required to provide any Support to correct such error or malfunction. Further, Support for Autodesk-Certified Third-Party Hardware is limited and subject to the support that such third-party provider provides to Autodesk and Autodesk has no obligation to provide Support for such Autodesk-Certified Third-Party Hardware if such support is not offered or is otherwise not commercially or reasonably available from such third-party provider. Autodesk reserves the right to charge additional fees to You for third-party hardware support.

2.2.8 You must: (a) ensure that Your User submits Support requests in accordance with this Agreement; (b) at all times maintain Desktop Subscription or Support 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 or Resellers to provide Support.

2.2.9 You acknowledge and agree that Support is provided solely for Your internal use to support Your use of the Software Programs covered under Desktop Subscription or Support. 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 Programs covered under Desktop Subscription or Support. 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 Products and Services

Autodesk may provide Ancillary Products and Ancillary Services to You subject to and in accordance

with this Agreement and any supplementary terms and conditions and Your obligations applicable to each type of Ancillary Product and Ancillary Service, which applicable supplementary terms and conditions and Your obligations must be accepted by You prior to accessing and using those Ancillary Products and Ancillary Services. Unless and until You accept the supplementary terms and conditions applicable to a particular Ancillary Product or Service, You agree that Autodesk is under no obligation to provide such Ancillary Product or Ancillary Service to You.

AUTODESK DOES NOT GUARANTEE THAT IT WILL MAKE AVAILABLE, AND YOU ACKNOWLEDGE THAT YOU MAY NOT RECEIVE, ANY EXTENSION, RELEASE, ANCILLARY PRODUCT OR ANCILLARY SERVICES DURING THE TERM OF YOUR DESKTOP SUBSCRIPTION.

Supplemental terms and conditions for Ancillary Products or Ancillary Services, if any, may be made available on the Autodesk Designated Website (or an Autodesk web property analogous thereto), and may be amended by Autodesk from time to time in accordance with Section 8.9 (Revised Terms and Conditions). Autodesk reserves the right at its discretion to add new or eliminate existing Ancillary Products or Ancillary Services from Desktop Subscription at any time, without prior notification to You, and to make Ancillary Products or Ancillary Services available only in specific languages, such as English. Some Ancillary Products or Ancillary Services may not be available as part of Desktop Subscription for certain Software Programs, or in all languages, countries or regions.

Certain Ancillary Services available to Desktop Subscription Customers for the Software Programs are set forth in Exhibit B.

3. PURCHASES; RENEWALS

3.1 Purchases/Fees. Unless otherwise agreed, payment for Your Desktop Subscription and/or Support is due in advance and is due no later than thirty (30) days from the date of any invoice that You receive from Autodesk if You purchase directly from Autodesk. If You purchase Desktop Subscription and/or Support from a Reseller, payment terms shall be as determined between You and the Reseller.

3.2 Renewals. Prior to expiration of Your initial Desktop Subscription and/or Support Term, You may purchase Desktop Subscription and/or Support for a renewal Term ("Renewal Term") from a Reseller or Autodesk. Unless otherwise agreed by Autodesk, if You do not purchase a renewal for Your Desktop Subscription or Support prior to expiration of the Term, Your Desktop Subscription or Support will automatically expire.

4. AUTODESK DESKTOP SUBSCRIPTION ADDITIONS

Subscription purchased for additional Software Programs shall be added to Your Autodesk Desktop Subscription account on a prorated annualized basis, rounded up or down (as determined by Autodesk), and synchronized to the Effective Date (defined below) of Your Desktop Subscription initial Term or Desktop Subscription Renewal Term.

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, if no Customer Information Form or address is provided, to any other address known or made available to Autodesk), (b) shipped to You via an Autodesk authorized third party, or (c) available for download at the Autodesk Designated Website. Autodesk will make commercially reasonable efforts to notify You 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 or a delivery to an incorrect address.

6. TERM AND TERMINATION

6.1 Effective Date; Term. The effective date ("**Effective Date**") of the initial Term of Your Desktop Subscription or Support will be the date that Autodesk confirms the order of Your Desktop Subscription or Support (as evidenced by Autodesk's records). Renewal Terms of Desktop Subscription or Support shall commence on an appropriate anniversary of the Effective Date. The initial Term of Your Desktop Subscription or Support will continue for one (1) month, three (3) months, or one (1), two (2) or three (3) years (as made available by Autodesk in its sole discretion) from the Effective Date, depending on the length of initial Term for which You qualify, select and purchase. Renewal Terms of Your Desktop Subscription or Support will continue for one (1) month, three (3) months, or one (1), two (2) or three (3) years (as made available by Autodesk in its sole discretion) from the anniversary of the Effective Date immediately following the end of the initial Term or the immediately next following Renewal Term (as the case may be), depending on the length of Renewal Term which You select and purchase.

6.2 Each of Autodesk and You may immediately terminate Your Desktop Subscription or Support if either party fails to perform its obligations under this Agreement and such failure continues for thirty (30) days after written notice by the non-defaulting party.

6.3 Autodesk may suspend or terminate Your Desktop Subscription or Support if You fail to pay Autodesk or Your Reseller (as the case may be) for Desktop Subscription or Support or renewal in accordance with their terms. Autodesk may terminate Your Desktop Subscription or Support at any time for convenience, in which case Autodesk shall refund that proportion of the applicable Subscription/Support Fee You paid which equals the unexpired portion of the then current Term. Autodesk may also terminate this Agreement if You become subject to bankruptcy proceedings, become insolvent, or make an arrangement with Your creditors. This Agreement will terminate automatically without further notice or action by Autodesk if You go into liquidation. You acknowledge and agree that Autodesk may assign or sub-contract any of its rights or obligations under this Agreement.

6.4 Upon termination or expiration of this Agreement, the rights and benefit entitlements granted hereunder will terminate. Upon termination or expiration You must cease all use of Ancillary Products and Ancillary Services with respect to the terminated or expired Agreement. Autodesk reserves the right to require You to show satisfactory proof that all Ancillary Products and Ancillary

Services have been uninstalled or otherwise are no longer in use.

7. 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 DESKTOP SUBSCRIPTION. 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 DESKTOP SUBSCRIPTION OR SUPPORT HEREUNDER SHALL BE LIMITED TO YOUR DIRECT DAMAGES AND SHALL NOT EXCEED THE SUBSCRIPTION/SUPPORT FEE PAID BY YOU FOR THE SUBSCRIPTION OR SUPPORT IN RESPECT OF WHICH THE CLAIM ARISES. THIS LIMITATION WILL APPLY EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION/SUPPORT 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 this Agreement 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 Software License.

Any applicable third party manufacturer warranties are passed through to You. You must contact the hardware provider directly to get any covered warranty replacement parts directly from the hardware provider.

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 SERVICES 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 WILL ENSURE THAT THE OPERATION OF SOFTWARE PROGRAM WILL BE ERROR FREE OR UNINTERRUPTED; (B) ERRORS WILL BE CORRECTED; (C) AUTODESK WILL RESOLVE ANY SUPPORT REQUEST BY A USER; OR (D) THAT ANY RESOLUTION PROPOSED OF A SUPPORT REQUEST WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NOTHING IN THIS AGREEMENT 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. This Agreement will be governed by and construed in accordance with the laws of (a) Switzerland if You acquired the Desktop Subscription or Support in a country in Europe, Africa or the Middle East, (b) Singapore if You acquired the Desktop Subscription or Support in a country in Asia, Oceania or the Asia-Pacific region, or (c) the State of California (and, to the extent controlling, the federal laws of the United States) if You acquired the Desktop Subscription or Support in a country in the Americas (including the Caribbean) or any other country not specified in this Section 8.1. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) 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, except that if You acquired the Desktop Subscription or Support in (a) a country in Europe, Africa or the Middle East, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Switzerland, or (b) a country in Asia, Oceania or the Asia-Pacific region, any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts of Singapore. Nothing in the foregoing will prevent Autodesk from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

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 3 Assignment; Modification; Waiver. You may not assign any right or license or delegate any duty under this Agreement without Autodesk's prior written consent. Autodesk may assign or subcontract any of its rights or obligations hereunder. No modification of this Agreement 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 this Agreement or any subsequent breach or default.

8.4 4 United States Export Controls. U.S. law prohibits or restricts distribution, export or re-export of an Extension, Release, Ancillary Product or Ancillary Services or technical data or Support to (a) Cuba, Iran, 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 Desktop Subscription or Support 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, this Agreement, any signed Autodesk terms and conditions that relate to this Agreement, and any documents they refer to

constitute the entire agreement between the parties concerning Desktop Subscription and/or Support 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 Desktop Subscription or Support, or in any Subscription-related or Support-related communication by You which purport to vary this Agreement, 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 this Agreement 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 from Autodesk shall be in writing and may be sent by mail or electronic mail or posted to the Autodesk Designated Website or any other method that Autodesk reasonably determines will provide appropriate notice. Notices from You 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 other official documentation that You have provided to Autodesk 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 or other official documentation that You have provided to Autodesk or 3) in the case of postings to the Autodesk Designated Website or other methods deemed reasonable by Autodesk, ten (10) Business days after such notices are posted to the Autodesk Designated Website or delivered in the manner reasonably determined by Autodesk. Notices from You to Autodesk shall be effective when sent (and received by Autodesk) via electronic mail to: If You purchased Desktop Subscription or Support in North America, subscription-team@autodesk.com; if You purchased Your Desktop Subscription or Support in Latin America, la.abc@autodesk.com; if You purchased Desktop Subscription or Support in Europe, Africa or the Middle East, EMEAsubscriptions@autodesk.com; or if You purchased Desktop Subscription in the Asia-Pacific Region, ap.subscriptions@autodesk.com and in Japan jp.subscriptions@autodesk.com. Notices from You to Autodesk that are sent by mail shall be effective when received by Autodesk.

8.7 Privacy; Connectivity.

8.7.1 Privacy and Use of Information. You acknowledge and agree that You (and third parties acting on Your behalf) may provide, and Autodesk and its Resellers (and third parties acting on behalf of Autodesk and its Resellers) may obtain, certain information and data with respect to You (including, without limitation, personal information) and Your business in connection with this Agreement, including, without limitation, information and data provided to or obtained by Autodesk and its Resellers (or third parties acting on behalf of Autodesk and its Resellers) through the Customer Information Form and otherwise, in connection with ordering, registration, activation, updating, validating entitlement to, auditing, monitoring installation of and access to Software Programs, Extensions, Releases, Support, Ancillary Services, and Ancillary Products, and managing the

relationship with You. You hereby consent to Autodesk maintaining, using, storing and disclosing such information and data (including, without limitation, personal information, if any) in conformity with Autodesk's policies on privacy and data protection, as such policies may be updated from time to time, including without limitation Autodesk's Privacy Statement, as currently located at <http://autodesk.com/privacy>. Without limitation of the generality of the foregoing, You acknowledge and agree that: (a) Autodesk may from time to time prompt You (and third parties acting on Your behalf) to provide express agreement to the terms of Autodesk's Privacy Statement and/or express agreement to specific uses of information and data (including, without limitation, personal information); (b) Autodesk may provide information and data, including, without limitation, information and data about Your use of Software Programs, Extensions, Releases, Support, Ancillary Services, and Ancillary Products, to Resellers, Autodesk affiliates and other third parties in connection with the provision, maintenance, administration or usage of Software Programs, Extensions, Releases, Support, Ancillary Services, and Ancillary Products or in connection with enforcement of any agreements relating to Software Programs, Extensions, Releases, Support, Ancillary Services, and Ancillary Products; and (c) Autodesk may make cross-border transfers of such information and data, including to jurisdictions with privacy or data protection laws that are less protective of Your information and data than the jurisdiction in which You are domiciled. You acknowledge and agree that such policies may be changed from time to time by Autodesk and that, effective upon posting on Autodesk's website or other written notice from Autodesk, You will be subject to such changes.

8.7.2 Connectivity. Certain Software Programs, Extensions, Releases, Ancillary Services, and Ancillary Products, including, but not limited to Web Services, may facilitate or require Your Access to and use of content and services that are hosted on websites maintained by Autodesk or by third parties. In some cases, such content and services may appear to be a feature or function within, or extension of, the Software Programs on Your computer even though hosted on such websites. Accessing such content or services and use of Software Programs may cause Your computer, without additional notice, to connect automatically to the Internet (transitorily, intermittently or on a regular basis) and to communicate with an Autodesk or third-party website—for example, for purposes of providing You with additional information, features and functionality or to validate that the Software Programs, Extensions, Releases, Ancillary Services, and Ancillary Products are being used as permitted under this Agreement or other applicable terms. Such connectivity to Autodesk websites is governed by Autodesk's policies on privacy and data protection described in Section 8.7.1 (Privacy; Use of Information; Connectivity). Such connectivity to websites of third parties is governed by the terms (including the disclaimers and notices) found on such sites or otherwise associated with the third-party content or services. Autodesk does not control, endorse, or accept responsibility for any such third-party content or services, and any dealings between You and any third party in connection with such content or services, including, without limitation, such third party's privacy policies, use of personal information, delivery of and payment for goods and services, and any other terms associated with such dealings, are solely between You and such third party. Autodesk may at any time, for any reason, modify or discontinue the availability of any third-party content or services. Access to and use of certain content and services (whether of Autodesk or third parties) may require assent to separate terms and/or payment of additional fees.

8.8 Survival. Sections 7 and 8 of this Agreement shall survive termination of Your Desktop

Subscription and Support Term(s).

8.9 Revised Terms and Conditions. Autodesk may revise this Agreement, 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 Autodesk Designated Website 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 thirty (30) days of the date of Autodesk's notification to You. If You do so notify Autodesk, Your existing Desktop Subscription or Support will continue to be governed by the last Agreement that You accepted (including any deemed acceptances) until the end of Your then current Desktop Subscription or Support Term (if You have paid all applicable Subscription/Support Fees for the entire Term, if You have not paid all applicable fees for the entire Term then Your Desktop Subscription or Support will end at the end of the year for which You have paid the applicable fees), and at the end of such Term, Your Desktop Subscription or Support shall expire. If You do not so notify Autodesk, or if You place new order(s) for, or renew Your Desktop Subscription or Support or continue to pay Your annual or other Subscription/Support Fee (if applicable), You will be deemed to have accepted the revisions for all Your Desktop Subscription or Support. Notwithstanding the foregoing, in the event Autodesk revises this Agreement, supplementary terms and conditions or Ancillary Products or Ancillary Services, You will not be entitled to any additional benefits or services offered thereunder absent the payment to Autodesk or Resellers of the appropriate fees related to said revision, if any.

EXHIBIT A
INCLUDED SUPPORT

Unless otherwise agreed by Autodesk in writing, Included Support is available only for those qualifying Software Programs listed on the Autodesk Designated Website or as set forth herein or otherwise designated by Autodesk and not for any other software programs, NFR Versions, Trial or Evaluation Versions or Educational Versions, as those terms are defined in the Autodesk Software License.

Included Support consists of the following:

- software application support described in Section 2.2 via a telephone hotline and/or email
- access to a password-protected online knowledgebase
- access to remote log-in diagnostics
- the provision of Support during Autodesk Business days, generally 9 a.m. to 5 p.m. Monday through Friday, although hours may vary as Autodesk may designate from time to time

EXHIBIT B
ANCILLARY SERVICES

This Exhibit B sets forth certain Ancillary Services available if You have licensed and purchased Desktop Subscription for a Software Program. These Ancillary Services are not available under this Agreement with respect to any other Software Programs.

1.0 Supplemental Definitions

“Access”: to use or benefit from using the functionality of a Software Program.

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“Install”: to place a copy of a Software Program onto a hard disk or other storage medium through any means (including, but not limited to, use of an installation utility application accompanying the Software Program).

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