



## Autodesk Subscription Terms and Conditions for Creative Finishing

These terms and conditions are the Relationship Program Terms which govern Your Autodesk Subscription for Creative Finishing, both for single-users and multi-users (the "Subscription Agreement for Creative Finishing").

"Single-users" refers to individual machines that are authorized to simultaneously install and access benefits under, and in accordance with, this Subscription Agreement for Creative Finishing, formerly known as "node locked licenses".

"Multi-users" refers to multiple individual machines that are authorized to simultaneously install and access benefits under, and in accordance with, this Subscription Agreement for Creative Finishing, formerly known as "floating licenses".

***Important Note: This Subscription Agreement for Creative Finishing relates to subscription for an Autodesk desktop software product. Subscriptions for Autodesk web services are covered by different subscription terms and conditions.***

### 1. DEFINITIONS

The following terms shall have the meanings set forth below. Capitalized terms used and not otherwise specifically defined in this Subscription Agreement for Creative Finishing shall have the meaning assigned to them in Your applicable Autodesk License and Services Agreement.

**"Autodesk"**: Autodesk, Inc., a Delaware corporation, except that if, You subscribe to Your Subscription for Creative Finishing 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 License and Services Agreement"**: the standard software license agreement or license and services agreement, as applicable, between You and Autodesk, Inc., Autodesk Development Sàrl or Autodesk Asia Pte Ltd. (as applicable) included with or a part of the download or install, or otherwise governing, a copy of a version of Autodesk software granting You a license to Install and Access that copy of Autodesk software.

**"Benefits" or "Entitlements"**: means those benefits described on or accessible from, and made available to You or Your Users through, the designated Creative Finishing website(s) corresponding to the Subscription for Creative Finishing offering purchased by You. Benefits may include (amongst other things) updates and upgrades, certain support, training and other services, web services and other software products. Benefits may vary for different levels or types of Subscription for Creative Finishing.

**"Contract Manager" or "Customer Admin"**: an individual Personnel designated by You who has the authority to accept on Your behalf, and to bind You to, these terms and conditions, and who will have the authority to designate Your Users, may receive Subscription for Creative Finishing renewal notices, and other communications related to Your Subscription for Creative Finishing.

**"Covered Software"**: the Autodesk software program for which You have subscribed to a Subscription for Creative Finishing as listed on Your order confirmation or License Identification, as applicable. Any

supplemental software code (which may include modular additions or extensions to a version of Covered Software, hotfixes, executables, libraries, plug-ins, enhancements or other software functionality which supplements or enhances a version of Covered Software) which does not require separate Installation and cannot function independently of a version of Covered Software (to which that supplemental software code relates), provided to You or Your Users as a Benefit of Your Subscription for Creative Finishing is deemed to be part of that version of Covered Software (to which that supplemental software code relates) unless otherwise specified by Autodesk.

**“Creative Finishing Designated Support Website”:** the [Creative Finishing Edge](#) support portal.

**“Customer Information Form”:** the form (whether written or electronic) which is either (1) completed by You and submitted to a reseller or to Autodesk, or (2) completed by a reseller on Your behalf using information provided by You to that reseller and submitted to Autodesk, in connection with Your order for a Subscription for Creative Finishing, and providing the information necessary to purchase that Subscription for Creative Finishing.

**“Effective Date”:** the date described in Section 5.1.

**“Subscription for Creative Finishing”:** means the Relationship Program offered generally by Autodesk referred to as “Subscription for Creative Finishing” or “term licensing” program or plan, under which Autodesk may provide (among other things) a limited term license to Covered Software and associated Benefits on either a single-user or a multi-user basis as designated in Your Customer Information Form, the License Identification, or as otherwise specified in writing or on the Creative Finishing Designated Support Website by Autodesk. Subscription for Creative Finishing offerings may be comprised of different types of Benefits. Subscription for Creative Finishing Benefits may vary based on the related Covered Software and Territory.

**“Subscription for Creative Finishing Fee”:** the fee paid, or payable, by You for a Subscription for Creative Finishing.

**“Term”:** the time periods (initial and renewal) defined in Sections 3.2 and 5.1.

**“Territory”:** (a) the country, countries or jurisdiction(s) specified in the License Identification, or (b) if there is no such License Identification, or no country or jurisdiction is specified in the License Identification, the country in which You acquire a Subscription for Creative Finishing. If the License Identification specifies, or You acquire the Subscription for Creative Finishing in, a member country of the European Union or the European Free Trade Association, “Territory” means all the countries of the European Union and the European Free Trade Association.

**“User”:** any of the following: (i) the Contract Manager designated by You as Your primary authorized representative for Your Subscription for Creative Finishing and who is responsible for, amongst other things, managing Your Subscription for Creative Finishing and managing access to Your Subscription account; or (ii) any individual Personnel added to Your Subscription for Creative Finishing account by Your Contract Manager or by Autodesk through its registration processes, to Install and Access Benefits.

**“Web Services”** means web- or cloud-based services requiring a connection to the Internet, and services or functionality that are hosted or otherwise made available, on servers owned or operated by or for Autodesk or its designee, or by separate entities not related to Autodesk;

**“You”:** the company or other legal entity or organization on behalf of which a Subscription for Creative Finishing is acquired, if Subscription for Creative Finishing 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 Subscription for Creative Finishing for the individual’s own account. For clarification, “You” refers only to a single, specifically identified legal entity or organization or individual, and does not include any subsidiary or affiliate of any such legal entity or individual or any other related person.

## **2. BENEFITS**

**2.1 Benefits.** During the Term, You will be entitled to, and Autodesk will provide You or Your Users with, the Benefits specified and made available by Autodesk in the Territory for the level or type of Subscription for Creative Finishing offering You have purchased. Certain Benefits may include rights in addition to or different from those set forth in this Subscription Agreement for Creative Finishing. Those Benefits are subject to the Autodesk terms applicable therefor (“Benefits Terms”), which Benefits Terms are set forth on or accessible from designated Creative Finishing website(s). You agree that if You or Your Users request, accept, or make use of any Benefit, You will be bound, and You shall ensure that Your Users are bound, by the Benefits Terms applicable to that Benefit, as they may be modified from time to time by Autodesk by notice in writing provided in accordance with this Subscription Agreement for Creative Finishing or in accordance with the applicable Benefits Terms (and such terms, as so modified from time to time, are a part of and incorporated by reference into this Subscription Agreement for Creative Finishing), and You agree, and You shall ensure that Your Users agree, to comply with such Benefits Terms. You acknowledge that Autodesk may require a further acceptance of such Benefits Terms as a condition to using or accessing any particular Benefits.

**2.2 Web Services Benefits and US Government Customers.** Due to technical configurations, Web Services Benefits are not intended for US Government customers. If You are a US Government customer and You or any of Your Users nonetheless Install and/or Access Web Services Benefits then, unless otherwise agreed with Autodesk in writing, You agree that such Installation and/or Access shall be subject to Autodesk’s standard Benefits Terms applicable to those Web Services.

**2.3** Autodesk reserves the right at its discretion to change any Benefits or to add any Benefits to, or remove any Benefits, from any Subscription for Creative Finishing from time to time, without prior notification to You. AUTODESK DOES NOT GUARANTEE THAT IT WILL MAKE AVAILABLE, AND YOU ACKNOWLEDGE THAT YOU MAY NOT RECEIVE, ANY PARTICULAR BENEFIT DURING THE TERM OF YOUR SUBSCRIPTION FOR CREATIVE FINISHING.

**2.4** Autodesk has the right to restrict the number of Users who have access to all or any Benefits, and fees or other conditions may apply if You want to add Users beyond Autodesk guidelines. You agree and acknowledge that all Users shall be bound by the terms and conditions of this Subscription Agreement for Creative Finishing. Autodesk reserves the right, but shall have no obligation, to verify that Users have been authorized by You and to restrict access to Benefits if, in Autodesk’s reasonable judgment, a User cannot be so verified.

**2.5** You may not distribute, rent, loan, sell, sublicense or otherwise transfer or market any Benefits (including, but not limited to, rights to Covered Software made available to You as a Benefit) to, or share any Benefit with, any other person or entity without Autodesk’s prior written consent. Benefits may only be Installed and/or Accessed and/or otherwise used by Users, and may not be shared with any third party who is not a User.

**2.6** Autodesk reserves the right, but shall have no obligation, at any time to verify that Users have been authorized by You and to restrict access to Benefits if, in Autodesk’s reasonable judgment, a User cannot be so verified. Further, You agree that Autodesk has the right to audit (electronic or otherwise) Your or Your Users’ Installation, use and/or Access of any Benefits including Access to machine IDs, serial numbers and related information. As part of any such audit, Autodesk or its authorized representative will have the additional right, on fifteen (15) days’ prior notice to You, to inspect Your records, systems and facilities, including machine IDs, serial numbers and related information, to verify that the Installation, use and/or Access of any and all Benefits is in conformance with this Subscription Agreement for Creative Finishing and any related Benefits Terms. Additionally, within fifteen (15) days of such prior notice for audit, You will provide to Autodesk all records and information requested by Autodesk in order to verify that the Installation, use and/or Access of any and all Benefits is in conformance with this Subscription Agreement for Creative Finishing and any related Benefits Terms. You will provide full cooperation to enable any such audit. If Autodesk determines that Your or Your Users’ Installation, use of and/or Access to any Benefit is not in conformity with this Subscription Agreement for Creative Finishing and any related Benefits Terms, You will immediately take such steps as are necessary to bring Your or Your Users’ Installation, use and/or Access into compliance with this Subscription Agreement for

Creative Finishing and applicable Benefits Terms, and pay the reasonable costs of the audit. In addition to such payment rights, Autodesk reserves the right to seek any other remedies available at law or in equity, whether under this Subscription Agreement for Creative Finishing or otherwise.

### **3. PURCHASES; RENEWALS**

**3.1 Purchases.** When You purchase a Subscription for Creative Finishing, Autodesk will provide You with instructions on how to access information and Benefits related to that Subscription for Creative Finishing.

**3.2 Renewals.** Prior to expiration of Your Subscription for Creative Finishing, if made generally available for sale by Autodesk in Your Territory You may purchase a renewal of Your Subscription for Creative Finishing for an additional term ("Renewal Term") from a reseller or Autodesk. If You have elected an automatic renewal plan, each auto renewal will be a Renewal Term. Unless otherwise agreed by Autodesk, if You do not purchase a renewal for Your Subscription for Creative Finishing prior to expiration of the Term or if You cancel Your automatic renewal, Your Subscription for Creative Finishing will automatically expire.

### **4. DELIVERY**

Benefits which comprise software shall at Autodesk's discretion be (a) available for download at a location specified by Autodesk, (b) shipped to You FCA (Incoterms 2014) Autodesk's facilities 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 by You or on Your behalf), or (c) shipped to You via an Autodesk authorized third party. Autodesk will notify You of availability of software Benefits and the delivery method, if applicable. If Autodesk ships to You, it will make commercially reasonable efforts to deliver within thirty (30) days of its notice or, as applicable, Your request for physical shipment, 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. Additional fees may be payable by You for physical shipments.

### **5. TERM AND TERMINATION**

**5.1 Effective Date; Term.** The Effective Date of Your Subscription for Creative Finishing will be the date as determined by Autodesk in accordance with its policies for entering Your Subscription for Creative Finishing into the Autodesk systems. Renewal Terms of Your Subscription for Creative Finishing shall commence on an appropriate anniversary of the Effective Date.. The initial term ("Initial Term") of Your Subscription for Creative Finishing will continue for one (1), two (2) or three (3) years from the Effective Date, depending on the length of term for which You qualify, select and purchase. Renewal Terms of Your Subscription for Creative Finishing will continue for one (1), two (2) or three (3) years from the anniversary of the Effective Date immediately following the end of the Initial Term or the immediately preceding Renewal Term (as the case may be), depending on the length of Renewal Term which You select and purchase. Autodesk will endeavor to confirm Your purchase within 48 hours after the Effective Date or relevant anniversary of the Effective Date (as the case may be).

**5.2 Termination.** Each of Autodesk or You may terminate this Subscription Agreement for Creative Finishing, if the other party is in breach of this Subscription Agreement for Creative Finishing and fails to cure such breach within ten (10) days after written notice of the breach. In addition, Autodesk may terminate or suspend Your Subscription for Creative Finishing, and/or other Autodesk obligations or Your Benefits under this Subscription Agreement for Creative Finishing, if You fail to make a payment to Autodesk or a reseller or otherwise fail to comply with the provisions of this Subscription Agreement for Creative Finishing or other terms relating to Your Subscription for Creative Finishing. Autodesk may also terminate this Subscription Agreement for Creative Finishing if You become subject to bankruptcy proceedings, become insolvent, or make an arrangement with Your creditors. This Subscription Agreement for Creative Finishing will terminate automatically without further notice or action by Autodesk if You go into liquidation or if You attempt to transfer this Subscription Agreement for Creative Finishing or any Benefit without the prior written consent of Autodesk.

**5.3 Effect of Termination.** Upon termination or expiration of Your Subscription for Creative Finishing, this Subscription Agreement for Creative Finishing and all rights and Benefit entitlements granted

hereunder will terminate, and You and Your Users must cease to receive, and You and Your Users must cease all use of, and/or access to, all Benefits. Autodesk reserves the right to require You to show satisfactory proof that all such Benefits have been uninstalled or otherwise are no longer in use or being accessed.

## **6. LIMITATION OF LIABILITY; NO WARRANTIES**

**6.1 Limitation of Liability.** IN NO EVENT WILL AUTODESK BE LIABLE FOR FAILURE TO MANUFACTURE OR MAKE COMMERCIALY AVAILABLE ANY BENEFITS DURING THE TERM OF YOUR SUBSCRIPTION FOR CREATIVE FINISHING. IN NO EVENT SHALL AUTODESK BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IN NO EVENT WILL AUTODESK HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, USE, REVENUE, OR DATA; OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY). IN ADDITION, THE LIABILITY OF AUTODESK ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT FOR CREATIVE FINISHING WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU TO AUTODESK OR THE RESELLER FOR THE SUBSCRIPTION FOR CREATIVE FINISHING IN CONNECTION WITH WHICH THE CLAIM ARISES. THESE LIMITATIONS WILL APPLY EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION FOR CREATIVE FINISHING 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. These limitations shall be in addition to, and not in substitution for, the limitations of liability set out in any applicable Autodesk License and Services Agreement or any Benefits Terms.

**6.2 No Warranties.** SAVE AS SET OUT IN ANY APPLICABLE AUTODESK LICENSE AND SERVICES AGREEMENT OR APPLICABLE BENEFITS TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW AUTODESK MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND CONCERNING SUBSCRIPTION FOR CREATIVE FINISHING OR ANY BENEFIT 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. NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.

## **7. GENERAL**

**7.1 Governing Law and Jurisdiction.** This Subscription Agreement for Creative Finishing will be governed by and construed in accordance with the laws of (a) Switzerland if You acquired Your Subscription for Creative Finishing in a country in Europe, Africa or the Middle East, (b) Singapore if You acquired Your Subscription for Creative Finishing 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 Your Subscription for Creative Finishing in a country in the Americas (including the Caribbean) or any other country not specified in this Section 7.1 (Governing Law and Jurisdiction). 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 Subscription Agreement for Creative Finishing. In addition, each party agrees that any claim, action or dispute arising under or relating to this Subscription Agreement for Creative Finishing 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 have acquired Your Subscription for Creative Finishing 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 in relation to that Subscription for Creative Finishing 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.

**7.2 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.

**7.3 Assignment; Waiver; Subcontractors.** You may not assign this Subscription Agreement for Creative Finishing or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion, and any purported assignment by You will be void. In the context of any bankruptcy or similar proceeding, this Subscription Agreement for Creative Finishing is and will be treated as an executory contract of the type described by Section 365(c)(1) of Title 11 of the United States Code and may not be assigned without Autodesk's prior written consent, which may be withheld in Autodesk's sole and absolute discretion. You acknowledge and agree that Autodesk may assign or sub-contract any of its rights or obligations under this Subscription Agreement for Creative Finishing, including, without limitation, delivering Benefits, provided that Autodesk will remain subject to the obligations of Autodesk under this Subscription Agreement for Creative Finishing. You also agree that Autodesk's subcontractors may enforce (including taking actions for breach of) this Subscription Agreement for Creative Finishing. No term or provision of this Subscription Agreement for Creative Finishing will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

**7.4 United States Export Controls.** You acknowledge that all Benefits are subject to the export control laws and regulations of the United States ("U.S.") and You will abide by those laws and regulations. Under U.S. export control laws and regulations, those Benefits may not be downloaded, accessed, received or otherwise exported, re-exported, or transferred to restricted countries, to restricted end users or for restricted end uses. You represent, warrant and covenant that neither You nor Your personnel nor Your Users (a) are located in, or a resident or a national of, a restricted country; (b) are on any of the U.S. government lists of restricted end users; and (c) will, unless otherwise authorized under U.S. export control regulations, not use any Benefits in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications. You understand that the requirements and restrictions of U.S. law as applicable to You may vary depending on the Benefits received and may change over time, and that, to determine the precise controls applicable to the Benefits, it is necessary to refer to the U.S. Export Administration Regulations and the U.S. Department of Treasury, Office of Foreign Assets Control Regulations.

**7.5 Entire Agreement; Severability.** This Subscription Agreement for Creative Finishing and any other terms referenced in this Subscription Agreement for Creative Finishing (such as any Autodesk License and Services Agreement and Benefits Terms) constitute the entire agreement between the parties (and merge and supersede any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings) with respect to the subject matter hereof. The parties acknowledge that, in entering into this Subscription Agreement for Creative Finishing, they are not relying on any agreements, discussions, communications, representations, warranties, advertising or understandings other than as expressly set forth in this Subscription Agreement for Creative Finishing. You acknowledge and agree that Autodesk may add to or change the terms of this Subscription Agreement for Creative Finishing or the Benefits Terms from time to time, provided that Autodesk will provide written notice of the additions or changes before the additions or changes are effective as to You. Terms stipulated by You in any communication by You which purport to vary this Subscription Agreement for Creative Finishing or any Benefits Terms or such other terms will be void and of no effect unless agreed in a writing signed by an authorized representative of Autodesk. Any other modifications to this Subscription Agreement for Creative Finishing will also be invalid unless agreed to in a writing signed by an authorized representative of Autodesk. If a court of competent jurisdiction determines in a final non-appealable judgment that any provision of these terms and conditions 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.

**7.6 Notices.** Notices from Autodesk shall be in writing and may be sent by electronic mail or posted to Your Creative Finishing Designated Support Website or any other method that Autodesk reasonably determines will provide appropriate notice. You may not opt out of receiving such notices. Notices from You shall be in writing and may be sent by electronic mail to [contractual.notification@autodesk.com](mailto:contractual.notification@autodesk.com). Notices from Autodesk to You

shall be effective (i) in the case of notices by email when sent to the email address set out on Your Customer Information Form (or, if no Customer Information Form or email address is provided, to any other address known or made available to Autodesk by You or on Your behalf) or (ii) in the case of postings to Creative Finishing Designated Support Website or Your Autodesk account or other methods deemed reasonable by Autodesk, ten (10) Business Days after such notices are posted to Creative Finishing Designated Support Website or Your Autodesk account or sent in the manner reasonably determined by Autodesk. Notices from You to Autodesk shall be effective when received by Autodesk.

**7.7 Privacy and Use of Information.** You acknowledge and agree (on behalf of Yourself and Your Users) that You (and third parties acting on Your behalf) and Your Users 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 and Your Users (including, without limitation, personal information) and Your business in connection with this Subscription Agreement for Creative Finishing, 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 Benefits and managing the relationship with You and Your Users. You (on behalf of Yourself and Your Users) 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 to the generality of the foregoing, You (on behalf of Yourself and Your Users) acknowledge and agree that: (a) Autodesk may from time to time prompt You (and third parties acting on Your behalf) and Your Users 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 or Your Users' use of all/any Benefits, to resellers, Autodesk affiliates and other third parties in connection with the provision, maintenance, administration or usage of Benefits or in connection with enforcement of any agreements relating to any Benefit; 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 or Your Users' information and data than the jurisdiction in which You or Your Users are resident or domiciled. You (on behalf of Yourself and Your Users) 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 and Your Users will be subject to such changes.

**7.8 Survival.** Sections 6 and 7 of these terms and conditions shall survive termination of all or any of Your Subscription for Creative Finishing.

**7.9 Revised Terms and Conditions.** Autodesk may revise this Subscription Agreement for Creative Finishing and/or any Benefits Terms at any time and will notify You of any such revision. Notification may occur via email, be posted on Creative Finishing Designated Support Website or may occur in any other manner deemed reasonable by Autodesk. If You do not accept said revisions, You must notify Autodesk in writing (in accordance with Section 7.6) within thirty (30) days of the date of Autodesk's notification to You. If You do so notify Autodesk, Your then existing Subscription for Creative Finishing and related Benefits will continue to be governed by the last Subscription Agreement for Creative Finishing and associated Benefits Terms that You accepted (including any deemed acceptances) until the end of Your then current Subscription for Creative Finishing Term (if You have paid all applicable fees for the entire Term), and at the end of such Term, Your Subscription for Creative Finishing shall expire and if You have not paid all applicable fees for the entire Term then Your Subscription for Creative Finishing will end at the end of the period for which You have paid the applicable fees. If You do not so notify Autodesk, or if You place new orders for or renew Your Subscription for Creative Finishing or continue to pay Your Subscription for Creative Finishing Fees (if applicable), You will be deemed to have accepted such revisions for Your Subscription for Creative Finishing. Notwithstanding the foregoing, in the event Autodesk revises this Subscription Agreement for Creative Finishing You will not be entitled to any additional benefits or services offered thereunder absent the payment to Autodesk or resellers of the appropriate fee related to said revision, if any.

**7.10. Language.** The English language version of this Subscription Agreement for Creative Finishing is legally

binding in case of any inconsistencies between the English version and any translations. If You purchased Your Subscription for Creative Finishing in Canada, You agree to the following: The parties hereto confirm that it is their wish that this Subscription Agreement for Creative Finishing, as well as other documents relating hereto, including notices, have been and shall be written in the English language only. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise.