

Effective Date: May 8, 2023 (/company/terms-of-use/terms-of-use-changes)

Special Terms

Capitalized terms not otherwise defined below will have the meaning assigned to them in the <u>General Terms (/company/terms-of-use/en/general-terms)</u>. The Special Terms may be updated from time to time. Notice of updates will be posted on the "Effective Date/Updated" link at the top of this page.

Offerings With Their Own Terms Of Service

The following Offerings have their own terms of service applicable to such Offerings:

- <u>Tinkercad (/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/terms-of-service-for-tinkercad)</u>
- <u>Sketchbook (/company/legal-notices-trademarks/terms-of-service-autodesk360-webservices/autodesk-sketchbook-terms-of-service)</u>
- Constructware/Buzzsaw (/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/collaboration-solutions-terms-of-use)
- Instructables (/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/special-service-terms-for-instructables)
- Dynamo Package Manager (/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/dynamo-package-manager-terms-of-service-updated-7-2013)

BIM 360 Glue Service (User Packs)

If You have subscribed to an Autodesk BIM 360 Glue Service, You will be entitled to grant Authorized Users of that Service the right to install and access Autodesk Navisworks Manage software and Autodesk Point Layout software made available by Autodesk to You, for use simultaneously with that Service during the length of Your subscription. An Authorized User may install, and/or access, those Products on or from more than one computer, provided that only one copy of each Product is accessed and/or used by that Authorized User at any given time.

The number of single user subscriptions of Autodesk Navisworks Manage software and Autodesk Point Layout software to which You may grant access to Authorized Users will be limited according to the Autodesk BIM 360 Services user packs that You have been granted, as follows:

User packs	Number of Subscriptions of Autodesk Navisworks Manage Software and Autodesk Point Layout Software
1 User pack	0
10 User pack	0
25 User pack	Up to five (5)
100 User pack	Up to twenty (20)
500 User pack	Up to fifty (50)
1000 User pack	Up to One hundred (100)
Enterprise 8000 User pack	Up to Eight hundred (800)

Notwithstanding the foregoing, if You have purchased an Autodesk BIM Collaborate subscription with pricing based on Represented Aggregated Project Value (as defined in Your purchase agreement for Autodesk BIM Collaborate), the number of single user subscriptions of Autodesk Navisworks Manage and Autodesk Point Layout to which You may grant access to Your Authorized Users is limited to one subscription for every USD \$25,000,000 of Represented Aggregate Project Value used to determine Your purchase price for Autodesk BIM Collaborate.

Building-based access to (an) Autodesk BIM 360 Ops Service(s) ("Building-based Service(s)") entitles You and Your Authorized Users to access and/or use the Building-based Service(s) during Your subscription for that/those service(s) for one (1) Building. Unless Your level of Building-based Service(s) specifies otherwise, You will be entitled to create and access an unlimited* number of Tickets within the Building-based Service(s), export those tickets to an Airtable base and use indoor maps during Your subscription for that/those service(s) for one (1) Building. For this paragraph, "Building" means the specific facility, infrastructure, structure or other area (i) designated by You within the Building-based Offering and (ii) of which ongoing operations will be managed by You; and "Ticket" means a single assignable event created by You within the Service.

*Subject to reasonable technical limitations.

By deciding to export Your tickets to an Airtable base, You understand and agree that You will be subject to and must agree to Airtable's terms and conditions which shall govern such access and use by You. Autodesk is not responsible for, and makes no representations or warranties regarding, Your use of Airtable, any data submitted or received between You and Airtable, or for any information, reports, results or other materials that Airtable may provide or collect from You on or through its services.

Fusion 360 Manage

Access to Fusion 360 Manage is available to an unlimited number* of third-party Authorized Users, subject to the following limitations:

- Fusion 360 Manage is not intended for white-label or non-Autodesk-branded applications in which Authorized Users are granted access to a Fusion 360 Manage instance on an automated basis. You may not automate access to a Fusion 360 Manage Enterprise instance via an API or other automated means.
- You must confer with your designated account executive (as indicated on Your order form) at the time additional Authorized Users access is granted.
- This benefit does not extend to Authorized Users who are Your employees, or who are consultants, contractors or other individuals accessing and using Fusion 360 Manage for Your benefit.
- Autodesk reserves the right to monitor and revoke third-party user access if it determines in its sole discretion that these Special Terms are being violated.

*Subject to reasonable technical limitations

Microsoft Bing Maps

Your access and use of services and content provided by Microsoft Bing Maps, a Third-Party Materials/Services, in connection with any Autodesk Offering is governed by the then-current Microsoft Bing Maps End User Terms of Use at https://www.microsoft.com/en-us/maps/product/enduserterms) us/maps/product/enduserterms (https://www.microsoft.com/en-us/maps/product/enduserterms)

Apple App Store Downloads

If You downloaded an Offering from the Apple App Store or access an Offering using an Apple branded product, Your use of the Offering is subject to the <u>Additional Apple App Store Terms</u> (/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/additional-apple-app-store-terms)

Creative Finishing Tools

If the Offering is an Autodesk compositing, grading, editing and/or finishing tool, including, without limitation, Autodesk Flame Premium, Autodesk Flame, Autodesk Flame Assist, Autodesk Flare, Autodesk Lustre or Autodesk Backdraft Conform (collectively, "Creative Finishing Tools"), the following additional terms apply with regard to the Autodesk Wiretap API: You may install and access such Wiretap API on a computer, even if a copy of the Creative Finishing Tools is not installed on such computer, and use of such Wiretap API does not need to be solely in connection with Your use of the Creative Finishing Tools.

Downloading Technology

Autodesk download technology may use the Akamai NetSession Interface, which may utilize a limited amount of Your upload bandwidth and computer resources to connect You to a peered network and improve speed and reliability of web content delivery. The Akamai NetSession Interface is secure client-side networking technology that harnesses the power of Your computer to deliver software and media available on the Akamai network. Your Akamai NetSession Interface works collectively with other Akamai NetSession Interfaces, along with thousands of Akamai edge servers, and runs as a networking service utilizing a limited amount of Your computer's available resources. For more information, see the Akamai NetSession Interface (http://www.akamai.com/client). By agreeing to these Terms and using the Autodesk download technology, You accept the Akamai License Agreement (http://www.akamai.com/eula) which governs the Akamai NetSession Interface.

Education

Education licenses and subscriptions do not receive standard subscription benefits. For additional terms that apply to Education Offerings, please see Education Terms (/company/legal-notices-trademarks/software-license-agreements/educational-licensees-additional-terms).

PlanGrid

Effective date: June 14, 2019

PlanGrid, Inc. was acquired by Autodesk on December 19, 2018 and currently operates as a wholly owned subsidiary of Autodesk. Until the PlanGrid Offerings are fully integrated into Autodesk product/service offerings:

- PlanGrid's <u>Privacy Statement (http://www.plangrid.com/PlanGrid-Privacy-Policy.pdf)</u> sets forth how PlanGrid may collect, use, store and process personal information of or relating to You;
- if You suspect unauthorized use of Your PlanGrid Account, please contact support@plangrid.com (mailto:support@plangrid.com);
- PlanGrid Offerings are accessed at https://app.plangrid.com/en/login);
- PlanGrid Subscription Support is available at support@plangrid.com);
- if You wish to cancel an automatic renewal of Your PlanGrid subscription(s), please contact renewal@plangrid.com (mailto:renewal@plangrid.com).

Account Registration and Installation

To access and use a PlanGrid Offering, You must register for a PlanGrid account, for which You must provide a valid email address and other necessary information. You may install and use the mobile applications for Your PlanGrid Offering on up to three mobile devices owned or controlled by You.

Your Service Authorization

If You purchase a subscription (or sign up for a free trial) to a PlanGrid Offering, Your account will be owned and controlled by You.

Third Party Service Authorization

If your subscription to a PlanGrid Offering is purchased by a third party (for example your employer or another third party who desires to make such PlanGrid Offering available to you via a service authorization), such third party is the owner and controller of the account. Such third party (i) may terminate the account or your access to the account at any time and for any or no reason, and (ii) will retain control of the customer content associated with such account.

Use of De-Identified Data

With respect to ideas, concepts, know-how, or techniques contained in Your communications with PlanGrid or Autodesk, and with respect to usage data and other information in Your account, You agree that PlanGrid and Autodesk may use all such information on a worldwide, irrevocable, perpetual, royalty-free basis, for purposes of developing and improving our Offerings, provided that such information has been processed in such a way that the data subject is not identifiable and that

the information has been aggregated or made generic so that it is not attributable to any specific data subject.

Assemble Service(S)

If You have subscribed to an Autodesk Assemble Service, You will be entitled to grant Authorized Users of that Service the right to access Autodesk Assemble software made available by Autodesk to You during the length of Your subscription. The Authorized Users which You may grant access to will be limited according to the Autodesk Assemble Service Offering that You have purchased, as follows:

Assemble Service Offering	Authorized Usage
Assemble Project Offering	Entitles You and an unlimited number of Your Authorized Users to access and/or use the Assemble Service during Your subscription for the applicable number of "Projects" purchased. "Project" means up to eight (8) separate buildings at one single location.
Assemble Office Offering	Entitles You and an unlimited number of Your Authorized Users to access and/or use the Assemble Service during Your subscription for any project within a 100-mile radius of the physical address where the purchase has been transacted.
Assemble Region Offering	Entitles You and an unlimited number of Your Authorized Users to access and/or use the Assemble Service during Your subscription for any project within a 750-mile radius of the physical address where the purchase has been transacted.

Special Terms For Bifrost Extension For Maya And Bifrost Engine

If the Offering is Autodesk Maya or Autodesk Media & Entertainment Collection, You will be entitled to the following:

- 1. You may install and access Bifrost Extension for Maya (referred to as "Bifrost") in connection with Your use of Autodesk Maya, in accordance with Section 11.2, of the General Terms (https://www.autodesk.com/company/terms-of-use/en/general-terms); and
- 2. If Your Offering is Autodesk Maya, You will be entitled to use the Bifrost Engine for background processing per Authorized User depending on Your Offering as follows:

Your Offering	Number of machines using Bifrost Engine per Authorized User
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Standalone Autodesk Maya single user Subscription, multiuser Subscription or Perpetual License on Maintenance

3. If Your Offering is Autodesk Media and Entertainment Collection, You will be entitled to use the Bifrost Engine for background processing per Authorized User depending on Your Offering as follows:

Your Offering	Number of machines using Bifrost Engine per Authorized User
Autodesk Media and Entertainment Collection single user Subscription, multi-user Subscription or Perpetual License on Maintenance	Up to 15

Special Terms For Arnold Entitlement With Autodesk Media & Entertainment Collection Subscription

If Your Offering is Autodesk Media and Entertainment Collection single-user subscription, You are entitled to a single-user Arnold subscription that You can install and use up to 5 instances of Arnold software concurrently on separate machines. For clarity, if Your Offering is Autodesk Media and Entertainment Collection multi-user subscription, You are entitled to 5 multi-user Arnold subscriptions embedded within the license file.

BuildingConnected

Effective date: February 12, 2020

BuildingConnected, Inc. ("BuildingConnected") was acquired by Autodesk on January 23, 2019 and currently operates as a wholly owned subsidiary of Autodesk.

Until the BuildingConnected Offerings are fully integrated into the Autodesk Offerings:

- BuildingConnected's <u>Privacy Statement (https://www.buildingconnected.com/privacy)</u> will apply to the BuildingConnected Offerings and sets forth how BuildingConnected may collect, use, store and process personal information of or relating to You;
- if You suspect unauthorized use of Your BuildingConnected account, please contact support@buildingconnected.com (mailto:support@buildingconnected.com);
- BuildingConnected Offerings are accessed at https://app.buildingconnected.com/login?retUrl=%2F;
- BuildingConnected Subscription Support is available at support@buildingconnected.com);

• if You wish to cancel an automatic renewal of Your BuildingConnected subscription(s), please contact BuildingConnected at support@buildingconnected.com (mailto:support@buildingconnected.com) no less than thirty (30) days prior to the expiration of the then-current term of Your subscription.

Account Registration

To access and use any BuildingConnected Offerings, You must register for a BuildingConnected account, for which You must provide a valid email address and other necessary information.

Your Content

In connection with Your use of BuildingConnected Offerings, You may wish to submit materials and information, including contact information, project information, bid information, financial information and performance and safety information about You or Your current or potential commercial partners. All materials or information that You create, submit or upload to the BuildingConnected Offerings, will constitute Your Content under the General Terms. You are responsible for promptly correcting any errors or inaccuracies in Your Content that is shared with others via the Offering.

Third Party Materials/Services

Other users of these Offerings may submit similar materials and information, including information about You, and whenever these materials and information are shared with You via the Offerings, they will constitute Third-Party Materials/Services under the General Terms.

Google Maps is one of the Third-Party Materials/Services used by the BuildingConnected Offering. Your use of Google Maps via the BuildingConnected Offering is subject to the then-current Google Maps/Google Earth Additional Terms of Service (https://maps.google.com/help/terms_maps.html) at https://maps.google.com/help/terms_maps.html (https://maps.google.com/help/terms_maps.html) and Google Privacy Policy (https://www.google.com/policies/privacy/) at https://www.google.com/policies/privacy/).

Data Analytics

BuildingConnected may perform certain data analytics or other analysis on Your Content and may disclose such data analytics or analysis on an aggregate and anonymous basis to third parties or publicly, provided that BuildingConnected will not disclose specifics about Your Content except to you as part of the Offerings or upon your consent.

Privacy and Data Protection

You acknowledge that by transmitting Your Content to the BuildingConnected Offerings, you intend for certain of Your Content that includes personal data, such as profiles that you create, for yourself, your business, or for a third party (e.g., a current or potential business partner), to be shared with and disclosed to other registered users of the Autodesk Offerings. For details, see BuildingConnected's Privacy Statement. (https://www.buildingconnected.com/privacy)

Where You transfer personal data originating from within the European Economic Area, the United Kingdom, or Switzerland to BuildingConnected, You agree to enter into, with respect to personal data that BuildingConnected processes as a processor, the Controller to Processor Standard Contractual Clauses 2010 ("C2P SCCs") set out by the EU Commission Decision of 2010/87/EU, or any superseding set of Standard Contractual Clauses that may be subsequently approved under law applicable in those

Shotgun Special Terms

Effective Date: August 17, 2020

If You have subscribed to a Shotgun Offering, the following terms apply:

- 1. Authorized User: An Authorized User for a Shotgun Offering means a user whose status You enabled in product as "active" regardless of whether the user has used the Shotgun Offering in any given time period. References to "Active User" will have the same definition as set forth here for Authorized User.
- 2. Multiple Site Access: Except as expressly provided for in Your Offering or Offering Identification, each Site is considered independent, and the total number of Authorized Users for purposes of usage tracking and billing is the sum of each Site's Authorized Users. You will pay for all Authorized Users across multiple Sites, regardless of user duplication. For the purposes of this section, a "Site" means a Shotgun URL or website where You can access and use Your dedicated production instance of Shotgun Web Service.
- 3. True-up: In accordance with Section 21.5 of the Terms of Use, Autodesk may conduct review of Your usage of Shotgun. If Autodesk notifies You that more users were using Shotgun than the number of Authorized Users, You will have fifteen (15) business days to review Your usage with Autodesk, then within fifteen (15) calendar days after the review, You will either remove such unauthorized users or issue a purchase order or signed quote to Autodesk or its reseller to purchase additional users, which will be equal to the number of users in excess of the number of Authorized Users.
- 4. Additional Benefit: If You have subscribed to Shotgun Web Service, You will be entitled to grant Your Authorized User the right to access Shotgun-authenticated RV Software ("RV Software") made available by Autodesk to You for use in conjunction with Your Shotgun Web Service during the length of Your subscription. The maximum number of RV Software licenses You are entitled to cannot exceed the total number of Your Shotgun Authorized Users.

Hosted License Rights Benefits Terms For Maya And 3ds Max Batch

Effective Date: August 1, 2020

The following Benefits Terms shall additionally govern Your Hosted License Rights Benefits for Maya and 3ds Max Batch. These rights apply to Autodesk Subscription customers only.

1. DEFINITIONS

The following terms shall have the meanings set forth below. Capitalized terms used and not otherwise defined in these Benefits Terms shall have the meaning assigned to them in the Autodesk License and Services Agreement for the applicable Covered Software product(s) or Your Subscription Agreement (as applicable).

"Batch": means any command line or headless (non-UI) operations provided to you as a supplemental functionality installed with your Autodesk® Maya or Autodesk® 3ds Max license, as applicable, which is intended to enable You to perform remote batch processing. For purposes of clarity, the Batch functionality is considered Covered Software as defined in Your Subscription Agreement.

2. HOSTED LICENSE RIGHTS

- 2.1 Notwithstanding anything contained in the applicable Autodesk License and Services Agreement governing Installation and Access of the Covered Software by You, including but not limited to Section
- 2.1.1 (No License Granted; Unauthorized Activities), for the Term of Your Subscription Agreement, the following License Type shall apply (as applicable):

Multi-User Subscribers:

Hosted Multi-User License. Licensee may install the specific release of the Licensed Materials designated in the applicable License Identification on the Permitted Number of Computers (up to the limits imposed by the Autodesk License Manager tool (if any)) and use such Computers to execute Batch functionality from multiple Computers over the Internet or other non-local network, on a Networked Basis, solely by Licensee's Personnel, solely for Licensee's Internal Business needs to perform remote batch processing. A Hosted Multi-User License is for a limited term, except as otherwise provided in this Agreement.

Single-User Subscribers:

Hosted Single-User License. Licensee may install a single copy of the specific release of the Licensed Materials designated in the applicable License Identification on one (1) Computer, on a Stand-alone Basis, and execute Batch functionality installed on one (1) additional Computer over the Internet or other nonlocal network, on a Networked Basis, solely by Licensee's Personnel, solely for Licensee's Internal Business needs to perform remote batch processing, provided that (i) such additional copy of the Licensed Materials is Accessed solely by the same person as the primary copy; (ii) such person is Licensee (if Licensee is an individual) or an employee of Licensee; (iii) such person Accesses the additional copy solely to perform work while away from that person's usual work location and solely for Licensee's Internal Business Needs; and (iv) the primary and additional copies are not Accessed at the same time. A Hosted Single-User License is for a limited term, except as otherwise provided in this Agreement.

- 2.2 For each Hosted Multi-User License or each Hosted Single-User License you are entitled to Install or Access as part of Your Multi-User Subscription or Single-User Subscription, You and Your Authorized Users may execute the functionality of Batch on up to ten (10) concurrent Computers. For purposes of illustration only:
- 10 Multi-User seats of Maya or 3ds Max = 100 hosted license rights of Batch
- 10 Single-User seats of Maya or 3ds Max = 100 hosted license rights of Batch

These additional execution rights are cumulative, meaning that, if you have 5 Multi-User seats or 5 Single-Users seats under Subscription, you may execute Batch functionality on up to 50 networked Computers concurrently. Customers with a Token Flex license installed may execute Batch on an unlimited number of Computers.

2.3 You agree to activate any available remote tracking mechanism, not disable any such remote tracking mechanism and to retain all records generated by such remote tracking mechanism.

- 2.4 You must follow the processes and policies (if any) set out from time to time by Autodesk for Installation and Access of Batch on a hosted basis.
- 2.5 Except as otherwise specifically provided herein, Installation of and Access to Batch shall be subject to the provisions of the Autodesk License and Services Agreement applicable to your Maya or 3ds Max license (as applicable), as modified by this Section 2.
- 2.6 You are hereby acknowledging and agreeing that Autodesk does not have any obligation to provide Support for Your Installation or Access of Batch on a hosted basis.
- 2.7 If Your Subscription Agreement expires or otherwise terminates, Your rights under this Section 2 shall terminate, and your rights with respect to Batch shall be determined by the terms of the Autodesk License and Services Agreement governing Installation and Access of such software.

Remote Usage Rights Benefits Terms For Maya Batch

Effective Date: August 1, 2020

The following Benefits Terms shall additionally govern Your Remote Usage Rights Benefits for Maya Batch for Multi-User Subscribers and Single-User Subscribers only.

1. DEFINITIONS

The following terms shall have the meanings set forth below. Capitalized terms used and not otherwise defined in these Benefits Terms shall have the meaning assigned to them in the Autodesk License and Services Agreement for the applicable Covered Software product(s) or Your Subscription Agreement (as applicable).

"Maya Batch": means any command line or headless (non-UI) operations provided to you as a supplemental functionality installed with your Autodesk® Maya license, which is intended to enable You to perform remote batch processing. For purposes of clarity, the Maya Batch functionality is considered Covered Software as defined in Your Maintenance Plan Agreement or Your Subscription Agreement (as applicable).

"Remote Internal Basis": means to Install or Access or allow the Installation of or Access to the applicable materials through a computing environment that includes a Computer acting as a file server which allows the Licensed Materials Installed on such Computer to be uploaded and Installed to, and operated, viewed or otherwise Accessed from, other Computers, through any type of connection (including over the Internet or other non-local network), provided that all Computers are located on Customer's own business premises. For the avoidance of doubt, this definition does not include any public cloud computing environments, or private/hybrid cloud computing environments where the Computers used in such environments are not located on Customer's own business premises.

2. REMOTE USAGE RIGHTS

2.1 Notwithstanding anything contained in the applicable Autodesk License and Services Agreement governing Installation and Access of the Covered Software by You, including but not limited to Section 2.1.1 (No License Granted; Unauthorized Activities), for the Term of Your Multi-User Subscription or Single-User Subscription, You and Your Authorized Users may Install Maya on a server Computer and Access Maya Batch functionality on additional Computers on a Remote Internal Basis, provided that the following conditions are met:

- 2.1.1 You may Install Maya on a Computer that is either owned or leased by You, and which is controlled by You either directly or through a direct network connection, and permit Access to Maya Batch functionality from multiple Computers, on a Remote Internal Basis, solely by Your Personnel, solely for Your Internal Business needs to perform remote batch processing, only so long as the maximum number of concurrent Authorized Users does not exceed the Permitted Number or other limits imposed by the Autodesk License Manager tool (if any);
- 2.1.2 For each license of Maya you are entitled to Install or Access as part of Your Network License under Multi-User Subscription or Single-User Subscription, You and Your Authorized Users may Access the functionality of Maya Batch on up to ten (10) Computers on a Remote Internal Basis. For purposes of illustration only:
- 1 seat of Maya = 10x remote usage rights of Maya Batch
- 10 seats of Maya = 100x remote usage rights of Maya Batch
- 2.1.3 You agree to activate any available remote tracking mechanism, not disable any such remote tracking mechanism and to retain all records generated by such remote tracking mechanism; and
- 2.1.4 You must follow the processes and policies (if any) set out from time to time by Autodesk for Installation and Access of Maya Batch on a Remote Internal Basis. 2.2 Except as otherwise specifically provided herein, Installation of and Access to Maya Batch shall be subject to the provisions of the Autodesk License and Services Agreement applicable to your Autodesk Maya license, as modified by this Section 2.
- 2.3 You are hereby acknowledging and agreeing that Autodesk does not have any obligation to provide Support for Your Installation or Access of Maya Batch on a Remote Internal Basis.
- 2.4 If Your Maintenance Plan or Subscription (as applicable) expires or otherwise terminates, Your rights under this Section 2 shall terminate, and your rights with respect to Maya Batch shall be determined by the terms of the Autodesk License and Services Agreement governing Installation and Access of such software.

Pype

Effective date: February 7, 2021

Pype, Inc. ("Pype") was acquired by Autodesk on August 14, 2020 and currently operates as a wholly owned subsidiary of Autodesk.

Until the Pype Offerings are fully integrated into the Autodesk Offerings:

- Pype's <u>Privacy Statement (https://pype.io/privacy-policy/)</u> will apply to the Pype Offerings and sets forth how Pype may collect, use, store and process personal information of or relating to You;
- If You suspect unauthorized use of Your Pype account, please contact support@pype.io; (mailto:support@pype.io)
- Pype Offerings are accessed as follows:
 - AutoSpecs: https://autospecs.pype.io/login (https://autospecs.pype.io/login)
 - Closeout: https://closeout.pype.io/login (https://closeout.pype.io/login)
 - eBinder: https://ebinder.pype.io/EBinder/login (https://ebinder.pype.io/EBinder/login)

- SmartPlans: https://smartplans.pype.io/login (https://smartplans.pype.io/login)
- Pype Subscription Support is available at support@pype.io; (mailto:support@pype.io)
- if You wish to cancel an automatic renewal of Your Pype subscription(s), please contact Pype at support@pype.io (mailto:support@pype.io) no less than thirty (30) days prior to the expiration of the then-current term of Your subscription.

Account Registration

To access and use a Pype Offering, You must register for an account with that specific Pype Offering, for which You must provide a valid email address and other necessary information.

Your Content

In connection with Your use of the Pype Offerings, You may submit materials and information, including closeout information, bid information, financial information, and project information about You and Your current or potential commercial partners. All information or materials that You create, submit or upload to the Pype Offerings will constitute Your Content under the General Terms.

Analytics

In addition to any rights granted in the General Terms, Pype and Autodesk may also perform certain data analytics or other analysis on Your Content, use the resulting data and insights for our internal purposes, and disclose insights derived from Your Content on an aggregate and anonymous basis to third parties or publicly.

Autodesk Build

Effective date: February 9, 2021

Device Limits

You may install and use the mobile applications for Your Autodesk Build Offering on up to three (3) mobile devices owned or controlled by You.

Third Party Service Authorization

If Your subscription to an Autodesk Build Offering is purchased by a third party (for example Your employer or another third party who desires to make such Autodesk Build Offering available to You via a service authorization), such third party is the owner and controller of the account. Such third party (i) may terminate the account or your access to the account at any time and for any or no reason, and (ii) will retain control of the customer content associated with such account.

Use of De-Identified Data

With respect to ideas, concepts, know-how, or techniques contained in Your communications with Autodesk, and with respect to usage data and other information in Your account, You agree that Autodesk may use all such information on a worldwide, irrevocable, perpetual, royalty-free basis, for purposes of developing and improving our Offerings, provided that such information has been processed in such a way that the data subject is not identifiable and that the information has been aggregated or made generic so that it is not attributable to any specific data subject.

TradeTapp

Effective Date: May 5, 2021

TradeTapp, Inc. ("TradeTapp") was acquired by Autodesk on January 23, 2019 and currently operates as a wholly owned subsidiary of Autodesk.

Until the TradeTapp Offerings are fully integrated into the Autodesk Offerings:

- TradeTapp's privacy statement will apply to the TradeTapp Offering and sets forth how TradeTapp may collect, use, store and process personal information of or relating to You; it is available at https://s3.amazonaws.com/www.tradetapp.com/pdf/tradetapp_privacypolicy.pdf;
 (https://s3.amazonaws.com/www.tradetapp.com/pdf/tradetapp_privacypolicy.pdf)
- if You suspect unauthorized use of Your TradeTapp account, please contact support@tradetapp.com (mailto:support@tradetapp.com);
- TradeTapp Offerings are accessed at https://app.tradetapp.com/#/users/login);
- TradeTapp Subscription Support is available at <u>support@tradetapp.com</u> (mailto:support@tradetapp.com);
- if You wish to cancel an automatic renewal of Your TradeTapp subscription(s), please contact TradeTapp at support@tradeTapp.com no less than thirty (30) days prior to the expiration of the then-current term of Your subscription.

Third Party Materials/Services

Other users of these Offerings may submit similar materials and information to Autodesk, including information about You, and whenever these materials and information are shared with You via the Offerings, they will constitute Third-Party Materials/Services under the General Terms.

Data Analytics

TradeTapp may perform certain data analytics or other analysis on Your Content and may disclose such data analytics or analysis on an aggregate and anonymous basis to third parties or publicly, provided that TradeTapp will not disclose specifics about Your Content except to you as part of the Offerings or upon your consent.

Privacy

You acknowledge that by transmitting Your Content to the TradeTapp Offerings, you intend for certain of Your Content that includes personal data, such as profiles that you create, for yourself, your business, or for a third party (e.g., a current or potential business partner), to be shared with and disclosed to other registered users of the TradeTapp Offerings. For details, see TradeTapp's Privacy Statement found here:

https://s3.amazonaws.com/www.tradetapp.com/pdf/tradetapp_privacypolicy.pdf (https://s3.amazonaws.com/www.tradetapp.com/pdf/tradetapp_privacypolicy.pdf).

Autodesk Forma

Notwithstanding anything contained in these Terms or in the General Terms, when the term of Your paid Autodesk Forma subscription expires or terminates, all of Your Authorized Users will be converted automatically to Viewers, and Autodesk will continue to store Your Content so that it remains accessible in Autodesk Forma to Viewers on the conditions described below. Such access to Autodesk Forma remains subject to these Terms.

Upon the expiration or termination of Your paid Autodesk Forma subscription, (i) so long as You are in compliance with these Terms, Autodesk will stop storing Your Content only upon advance notice to You, and (ii) otherwise, Autodesk may delete, without notice, any or all of Your Content, including backup and other copies thereof. This convenience does not relieve You of the responsibility for retaining and securing complete copies of Your Content at all times.

Autodesk Tandem

Subscription to Autodesk Tandem is tiered based on the number of Tagged Assets and Streams described below. Each subscription tier entitles You to (1) designate an unlimited number of Authorized Users, and (2) use Autodesk Tandem with an unlimited number of facilities.

Subscription Tier	Free ¹	Standard	
Number of Tagged Assets	1,000 or less	10,000 ² /pack	
Number of Streams	200	2000	

- 1. available with a limited set of features and permitted for use for Your internal business needs, subject to change or termination by Autodesk at any time without notice
- 2. with each standard tier adding an increment of 10,000 Tagged Assets and 2,000 Streams

Use Limit: You can view and monitor Your usage within Autodesk Tandem. If Your usage of Autodesk Tandem exceeds the subscription tier limit of Your purchase, You should either promptly remove such unauthorized Tagged Assets or issue a purchase order or signed quote to Autodesk within a reasonable time (no more than thirty (30) calendar days from the date of first overage) to purchase additional subscriptions. Overage constitutes a material breach of these Terms.

Any reference to "unlimited" usage in these Terms is subject to reasonable technical limitations, which Autodesk has the sole discretion to impose at any time without notice.

"Element" means any object imported into Autodesk Tandem from a data source, which may be physical elements such as walls, doors, windows, equipment, light fixtures, furniture, etc. or logical elements such as types, rooms, levels, etc.

"Tagged Asset means any Element that has an asset type specified and additional asset data attached via the use of Autodesk Tandem. Elements that contain only data imported from the data source are

not counted as Tagged Asset.

"Streams" means the data points or readings such as temperature and vibration that come from the connection of a physical device or sensor in Autodesk Tandem and are recorded at a user-defined frequency then stored for a specific retention period (the "Time Series History"). For the free tier, the Times Series History for an active subscription is fourteen (14) days. For the standard tier, the Time Series History for an active subscription is three (3) years.

Minimum Age Requirements for Tinkercad

The "Minimum Age" is 13 years old if you do not reside in the countries listed below, or the age specified below if you reside in any country listed below.

Country	Minimum Age
China	14
South Korea	14

Prodsmart Special Terms

For Prodsmart subscriptions or renewals purchased after April 1, 2022, the following terms apply: Prodsmart Site License

Prodsmart is licensed per physical site (a "Prodsmart Site License"). A Prodsmart Site License entitles You and Your Authorized Users to access and/or use Prodsmart during Your subscription at a single specified physical location ("Site"). You will be entitled to create and assign an unlimited* number of Authorized Users for a Site. Accounts for such Authorized Users will be created by You within Prodsmart. Prodsmart's Privacy Policy sets forth how Prodsmart may collect, use, store and process personal information of or relating to You and Your Authorized Users. If You sign up for a free trial of Prodsmart, the following conditions apply:

- Support provided to You during your free trial is not necessary for You to implement and make full use of Prodsmart.
- If You purchase a Prodsmart Site License during your trial period, You accept responsibility for providing all necessary data to implement the Prodsmart service at your site.

*Subject to reasonable technical limitations

ProEst

Effective date: April 20, 2022

ProEst, Inc. ("ProEst") was acquired by Autodesk on December 17, 2021 and currently operates as a wholly owned subsidiary of Autodesk. Until the ProEst Offering is fully integrated into the Autodesk Offerings:

- ProEst's Privacy Statement (https://proest.com/privacy-policy/) will apply to the ProEst Offering and sets forth how ProEst may collect, use, store and process personal information of or relating to You;
- ProEst Offering is accessed at https://cloud.proest.com (https://cloud.proest.com);
- ProEst Subscription Support is available at Support@proest.com (mailto:Support@proest.com);
- if You suspect unauthorized use of Your ProEst account, please contact <u>Support@proest.com</u> (mailto:Support@proest.com).

RSMeans Terms

For clarity, RSMeans Company, LLC ("RSMeans") is an Autodesk licensor for purposes of the General Terms.

If You subscribe to or otherwise access RSMeans' Construction Cost Database through the ProEst Offering, the following terms ("RSMeans Terms") shall govern Your usage of any RSMeans data files incorporated within the ProEst Offering ("Data Files").

ProEst grants You a non-exclusive, non-transferable, limited sublicense to use and display the Data Files, provided that You comply fully with these RSMeans Terms. You are licensed to use the Data Files solely in the regular course of construction estimating and related work.

The license includes the right to download and temporarily store insubstantial portions of the Data Files ("Downloaded Data") in a spreadsheet for Your personal and/or employment related use on a single storage device under Your exclusive control solely (i) to display internally such Downloaded Data and (ii) to include and distribute the Downloaded Data in a construction estimate or related work prepared for a specific project, to be distributed to a specific party, provided such party agrees not to further disseminate the Downloaded Data. You acknowledge Your responsibility in assuring compliance with the foregoing restrictions by any third party to whom You transmit Downloaded Data pursuant to the preceding sentence.

You may not merge the Data Files with any software program or extract such cost data other than into a spreadsheet for Your personal and/or employment related use on a single computer. You may not use, copy, download, store, publish, modify, translate, transmit, transfer, sell or prepare derivative works of the Data Files, or any portion of the Data Files, in any form or by any means, except (i) as expressly permitted by these RSMeans Terms, or (ii) with RSMeans' express written permission. Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by these RSMeans Terms. You shall not sell, license or distribute the Data Files (including printouts and Downloaded Data) to third parties, except as expressly permitted by these RSMeans Terms, or use the Data Files as a component of or as a basis for pricing any material, service, or product offered for sale, license or distribution. You may not use the Data Files in any manner that is illegal or inconsistent with applicable law or the rights of any other person or entity.

For the avoidance of doubt, You shall not use the Data Files for Job Order Contracting (JOC), Indefinite Quantity/Indefinite Delivery Contracting (ID/IQ), Simplified Acquisition of Base Engineer Requirements (SABER) contracting, or any similar contracting method whereby the Data Files shall be utilized as unit prices in the procurement of indefinite quantity contracts for construction services.

In the event You make use of the Data Files to create estimates for Your own customers, but subsequently amend the results in any way, then You shall alert such customers to the fact that the estimates were calculated using the Data Files but subsequently amended by You.

The Data Files shall constitute "Confidential Information" as defined in the General Terms. Notwithstanding Section 16 (Confidentiality) of the General Terms, You may not without the prior written consent of RSMeans, make available, transfer or disclose to any person or entity, or make or permit any use of, the Data Files or any other information or material of RSMeans.

RSMeans is an express third-party beneficiary with the right to enforce the terms and conditions of these RSMeans Terms against You in the event of any breach by You of any terms or conditions relating to the Data Files.

The Data Files are provided on an "as-is" basis. You acknowledge and agree that You assume full responsibility for the selection of the Data Files to achieve Your intended purposes, for the proper integration and use of the Data Files, and for verifying the information contained within the Data Files and any results obtained from use of the Data Files. RSMeans shall not be responsible to You or any other person or entity for any support or maintenance of the Data Files.

Info360 Asset and Info360 Insight

Effective date: May 10, 2022

Info360 Asset: Accounts for Authorized Users are differentiated by You within Info360 Asset according to role/permissions as follows:

<u>Full Access</u>: Full access privileges. Can import data, manage inspections, create risk and rehab analyses, etc. within Info360 Asset. You must purchase a single user Subscription for each Authorized User with Full Access privileges.

<u>Field Inspector</u>: More limited access privileges. Can access Info360 Asset functionality under the Inspections module and can only see, edit, and manage their own inspections. If You have purchased at least one Full Access Subscription, You are entitled to purchase an unlimited number of Authorized Users with Field Inspector privileges.

<u>Viewer</u>: Most limited access privileges. Can access Info360 Asset in view mode only and cannot import or edit any data and/or analyses. If You have purchased at least one Full Access Subscription, You are entitled to purchase an unlimited number of Authorized Users with Viewer privileges.

Info360 Insight: Your Subscription to Info360 Insight is tiered based on the number of Channels You have purchased as part of Your Subscription as set forth below. Each Subscription Tier entitles You to purchase an unlimited number of Authorized Users. Additional Authorized Users cannot be purchased without a Subscription to Info360 Insight.

Subscription Tier	Tier 1	Tier 2	Tier 3
Number of Channels	500	2,500	7,500

"Channel" means a referenceable physical or virtual time series data stream displayed within Info360 Insight that manifests as either a single, live, physical sensor data stream (e.g., flow, pressure, level, etc.) or a time series-calculated result from an analytic (e.g., a mass balance result, etc.).

Use Limit: Autodesk reserves the right to audit/monitor Your Channel utilization during Your Subscription Term. You may not use more Channels than the number of Channels in the Subscription Tier(s) of Your purchase(s). If You require a number of Channels that exceeds the number of Channels in the Subscription Tier(s) of Your purchase(s), You must purchase the appropriate number of Channels to accommodate this increase. Your Subscription Tier may not be downgraded (e.g., reduced from Tier 3 to Tier 2 or from Tier 2 to Tier 1) during Your Subscription Term. Tiers (including number of Channels per Tier) are subject to change by Autodesk at any time.

Info360 Insight may be used to monitor flows, processes, or assets associated with Your water, wastewater, or sewer network and associated storage, pump station, and other pressure and flow management facilities. For clarity, Info360 Insight cannot be used to monitor flows, processes, or assets that are located "inside the fence" within a water or wastewater treatment plant.

Any reference to "unlimited" Authorized Users in these Terms is subject to reasonable technical limitations, which Autodesk has the sole discretion to impose at any time.

Info360 Plant

Effective date: October 7, 2022

Your Subscription to Info360 Plant is based on the Subscription Tier that You have purchased as part of Your Subscription. The applicable Subscription Tier is based on the number of Megaliters per Day (MLD) processed by Your water or wastewater treatment plant as set forth below. Each Subscription Tier entitles You to purchase an unlimited number of Authorized Users. Additional Authorized Users cannot be purchased without a Subscription to Info360 Plant.

Subscription Tier	Tier 1	Tier 2	Tier 3	Tier 4
MLD	50	100	250	1000
MGD	13	26	66	264

"Megaliters per Day (MLD)" means the total volume (megaliters) of water or wastewater processed by Your plant in the preceding year (365 days) divided by 365. For convenience, the corresponding thresholds measured in million gallons per day (MGD) are also provided above.

Use Limit: Autodesk reserves the right to audit/monitor Your Subscription Tier during Your Subscription Term. If the number of Megaliters per Day (MLD) processed by Your water or wastewater treatment plant exceeds the Subscription Tier(s) of Your purchase(s), You must purchase the appropriate Tier(s) to accommodate this increase. Your Subscription Tier may not be downgraded (e.g., reduced from Tier 3 to Tier 2 or from Tier 2 to Tier 1) during Your Subscription Term. Tiers (including MLD per Tier) are subject to change by Autodesk at any time.

Info360 Plant may be used to monitor flows, processes, or assets that are located "inside the fence", which are operations internal to Your water or wastewater treatment facilities along with associated water and solids distribution and storage facilities between the treatment facilities and the significant reservoir or tank storage facilities. For clarity, Info360 Plant cannot be used to monitor flows, processes, or assets associated with water or sewage distribution between storage facilities and end consumers or between wastewater producers and storage facilities upstream from a water or wastewater treatment plant.

Any reference to "unlimited" Authorized Users in these Terms is subject to reasonable technical limitations, which Autodesk has the sole discretion to impose at any time.