The following terms apply to all new subscriptions and renewals purchased on or after May 8, 2023.

Subscription Benefits

Capitalized terms not otherwise defined below will have the meaning assigned to them in the General Terms (https://www.autodesk.com/company/terms-of-use/en/general-terms). Subscription Benefits may vary depending on the Offering. The subscription Benefits set forth here 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.

Subscription Definitions

The following defined terms apply to Subscription Benefits.

“Administrator” means personnel who You authorize to use Autodesk User Management capabilities to designate Teams and manage access to Subscriptions and related Benefits by Your Authorized Users assigned to such Teams. There are different types of Administrators that You can designate including Primary Administrators, Secondary Administrators and SSO Administrators. Administrators may sometimes be referred to as “Admins”.

“Named User” means an Authorized User for single-user subscription. Single-user subscription may also be referred to as “named user” or “individual” subscription.
“Plan” means some combination of single-user subscription, other Offerings, Benefits and purchasing model. Autodesk marketing materials may, from time to time, refer to Plans, including Plans that include Premium Subscription Benefits.

“Single-user subscription” is described in the Subscription Types tab of the Terms of Use, which is located here:

https://www.autodesk.com/company/terms-of-use/en/subscription-types

In the Premium Subscription context, a single-user subscription for which You have not yet purchased a Premium Subscription but are required to purchase a Premium Subscription under these Premium Subscription Benefits terms (see the All In Requirement and True-up sections below), is called an “Unpaid Premium Subscription”.

“Team” means an Autodesk User Management defined team consisting of a group of single-user subscription Authorized Users managed by a given Primary Administrator.

“Premium Subscription” means an upgrade to a standard single-user subscription that adds Premium Subscription Benefits.

“Multi-Year Premium Subscription” means a Premium Subscription with a term greater than one year.

---

**Standard Subscription Support Benefits**

Autodesk will provide support for Your subscriptions to Your Support Users as provided in these terms. Support will be provided in English, though other languages may be available on request. A “Support User” is an Authorized User who is designated by You to submit support requests and receive technical support for Your subscriptions.

Support requests are prioritized by severity level as reasonably determined by Autodesk. Autodesk is not obligated to provide technical support for previous versions of Software or Web Services, for incidents caused by computer hardware not supplied by Autodesk, third party software not supplied or specified by Autodesk, inadequate training of Your Authorized Users on use of the Software or Web Services, or use of Software or Web Services in a manner inconsistent with the Terms. In addition, You agree that Your Support Users will submit support requests only as provided in these terms or as otherwise directed by Autodesk in writing (e.g. via Your Autodesk Account); provide Autodesk with any information reasonably requested by Autodesk to provide support; follow all instructions and perform any preliminary troubleshooting or problem analysis procedures made available by Autodesk; and implement any fixes, corrections or workarounds recommended by Autodesk. Autodesk may engage third parties to assist in the delivery of technical support under the direction of Autodesk.

**Insights and Recommendations**

Autodesk may provide you with general advice and direction, information, recommendations, insights, estimates, projections, and opinions in connection with subscription Benefits. Such guidance and information are provided for informational and general discussion purposes only and do not constitute specific advice; guarantee any business, financial, or other outcome; or create a binding agreement with Autodesk. You must conduct your own independent analysis and assessment before acting on any of the guidance or information provided.
Web/Email

Web support will be provided to You via Your Support Users, as applicable, during the available support hours set forth in the table below, except that web support may be temporarily unavailable during scheduled system maintenance. Autodesk’s web support-related communications will generally be posted to Autodesk Account, and Your Support User will be notified of the posting of the information by email. Your Support User may also be contacted by email or telephone for specific incidents in Autodesk's discretion.

Autodesk will use commercially reasonable efforts to respond to Your web support requests within one (1) business day during the applicable support workweek for each Autodesk business region as shown below.

<table>
<thead>
<tr>
<th></th>
<th>Asia-Pacific Region</th>
<th>Americas Region</th>
<th>EMEA Region</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable Support Workweek*</td>
<td>Monday through Friday SGT (UTC+8), excluding regional holidays</td>
<td>Monday through Friday, EST/EDT (UTC -5/UTC -4), excluding regional holidays</td>
<td>Monday through Friday, CET/CEST (UTC +1/UTC +2), excluding regional holidays</td>
</tr>
</tbody>
</table>

* For certain Software or Web Services, the applicable local support hours may be those for a single region or single country within a given region, irrespective of where Your support request originates geographically.

Other Modes

Autodesk may offer additional modes of support from time to time. Examples may include online chat, request a callback, support for Software and Web Services APIs provided via Autodesk Developer Network, remote desktop troubleshooting or access to curated technical support resources, including articles, videos and similar content. Modes of support may differ depending on Your Offering. Additional terms may apply to these modes of support, including but not limited to conditions relating to technical requirements. Not all modes of support will be available in every region or every language.

Product Usage Reporting with User Details

To help improve Authorized User task efficiency, increase productivity, support product and feature adoption and predict and manage Your future purchasing needs, Your Administrators may enable Product Usage Reporting with User Details. Product Usage Reporting with User Details allows Your Administrators to generate reports showing Subscription usage by Authorized User, by Subscription, on a per day basis. If you elect to enable Product Usage Reporting with User Details, Your use of this Benefit is subject to the conditions below.

Your access to and use of Product Usage Reporting with User Details is conditioned on all the following:
• Data Collection and Use. You understand that Autodesk has the capability to monitor use of Subscriptions by collecting Authorized User usage data on an ongoing basis during the Subscription term. When Your Administrator enables Product Usage Reporting with User Details and requests a report, Autodesk will process this data, for generating the reports described in this Product Usage Reporting with User Details section, maintaining, improving and/or delivering the Subscription Offering and related Benefits, and assisting You or Your reseller with sizing and quoting renewals and True Up, as further described below in “Coverage Requirements and True Up”. Collectively, the foregoing is referred to as the “Data Collection and Use Purposes”.

• Consents and Permissions. You further acknowledge and agree that You are responsible for compliance with all requirements under the applicable privacy, data protection and employment laws related to such collection and use of personal data of Your Authorized Users, whether employees, independent contractors, or otherwise, including any applicable requirements related to notice, consent, transfer (including cross-border transfer), disclosure and use, and in particular in connection with the collection and use of data described above. Without limiting the foregoing, You are specifically responsible for notifying Authorized Users of and/or obtaining their valid consent to collection and use of personal data for the Data Collection and Use Purposes where required.

• Indemnification. You will defend, indemnify, and hold Autodesk and its affiliates, successors, directors, officers, employees and agents (“Indemnified Parties”) harmless from and against any claims brought against any Indemnified Parties which allege that or arise out of any failure to meet the requirements under the applicable privacy, data protection and employment laws related to the personal data of Authorized Users whose product usage and other data is collected and used for the Data Collection and Use Purposes.

• Indemnification Procedure. Autodesk will provide You with reasonably prompt notice in writing of any such claims and grant You sole control of the defense and settlement of such claims.

• Separate Counsel. All Indemnified Parties will have the right to employ separate counsel and participate in the defense of any such claim at their own expense. An Indemnified Party shall make no admission of liability or enter into any agreement on behalf of Autodesk in connection with its defense of an indemnified claim without Autodesk’s written approval.

Autodesk also may share insights and recommendations based on the usage data with Your Administrators for independent assessment and evaluation by You.

---

**Single Sign-On**

Single Sign-On (“SSO”) enables federated access to Your Subscriptions and related Benefits by Authorized Users. Autodesk will provide onboarding materials and instructions to enable You to register and configure SSO for Your domain. Once Your domain is registered with Autodesk and You have configured SSO, when Your Authorized Users sign-in to any Autodesk Offering using Autodesk’s sign-in process, they will be directed to Your entity sign-in process where they will enter their entity credentials (e.g., their user log-on information for Your enterprise). Following delivery of the SSO onboarding materials by Autodesk, You are responsible for implementing SSO for Authorized Users in Your organization.
Global Use Rights for Single-User Subscriptions and Flex

Global Use Rights Definitions

“Approved Country” means a country or jurisdiction listed on the Autodesk Approved Country List (the “Approved Country List”) located here:

https://www.autodesk.com/company/legal-notices-trademarks/access-use/subscription-offerings#global-use-rights-approved-country-list

“Non-Approved Country” means any country or jurisdiction that is not listed on the Approved Country List.

Single-User Subscription

If You purchase single-user subscription in an Approved Country, You and Your Authorized Users may access and use such subscriptions worldwide, both inside and outside of the Territory.

If You purchase single-user subscription in any Non-Approved Country, You and Your Authorized Users may access and use such subscriptions only in the Territory or in any other Non-Approved Country, provided, however, that Your Authorized Users who are resident of a Non-Approved Country may install single-user subscriptions that You have assigned to them on a portable computer or other mobile device, and access and use such subscriptions in Approved Countries while traveling there for work, so long as the total duration of such work travel related use does not exceed ninety (90) days in any 12-months period.

The location of purchase is contained in the commercial transaction documents applicable to Your purchase.

Flex

As a benefit of Your Flex subscriptions purchased anywhere in the world, whether in an Approved Country or a Non-Approved Country, You and Your Flex Authorized Users may access and use such Flex subscriptions worldwide, both inside and outside of the Territory.

Global Travel Rights (For Multi-User Subscription Only)

Benefits

During the Term of Your multi-user subscription, provided that You purchased such Subscription in Your Home Country, and subject to the other conditions shown in the Conditions section, below, You and Your Authorized Users may install and access the Software, Web Services or both, covered by Your Subscription outside the Territory. “Home Country” means the country in which You reside if You are an individual or the country in which You are incorporated, chartered or otherwise organized if You are a legal entity. Subscription Support for Software, Web Services or both, while outside of the Territory is available according to the support hours for the country and region in which You are traveling rather than those applicable in Your Home Country.
Conditions

For multi-user subscriptions, installation of and access to the Software and related materials outside of the Territory may only be on a portable computer or other mobile device that travels with You or Your employees. Such Software may not be copied or transferred to any other computer or other mobile device or accessed by anyone other than You or Your employees while outside the Territory. Please note that Authorized Users other than You or Your employees are not eligible for Global Travel Rights.

---

Home Use Rights (For Multi-User Subscription Only)

Benefits

Subject to satisfying the conditions listed in the Conditions section, below, if You have a multi user subscription, You or Your employees may, subject to the Terms, install and access a second copy of the Software, including any previous versions You may be entitled to use in connection with the previous version subscription benefit, and any related materials on a computer located in the Territory but away from Your business site to be used solely for Your own internal business needs, which may also include employee training on use of the Software, (such second copy, “Home Use Software”). Note that if You have a single-user Subscription, You do not need Home Use Rights because single-user Subscription permits installation of the Software on up to three electronic devices per Authorized User, and it does not require that the electronic devices be owned or controlled by You.

Conditions

Use of Home Use Benefits is subject to these conditions:

- The number of additional Home Use Software copies that You or Your employees install may not exceed the number of seats of multi-user Subscription You have;
- You must follow the processes and policies set out from time to time by Autodesk for requesting and using Home Use Software;
- You or Your employees may not access both multi-user Subscription seats and corresponding Home Use Software copies at the same time (e.g., when You or Your Authorized User has a multi-user Subscription seat checked out, and Home Use Software copy associated with that seat must be inactive, and vice versa);
- Your right to use a Home Use Software copy starts when Autodesk issues you a Home Use authorization code and ends on the earlier of termination or expiration of your multi-user subscription or 13 months from the date of issuance of the authorization code;
- Home Use Software copies may not be upgraded to newer Software versions, and in the event of loss, will not be replaced or reissued;
- Support benefits do not apply to Home Use Software copies; and
- If an employee in possession of a Home Use Software copy leaves Your employment, You are responsible for ending that former employee’s access to any Home Use Software copies, including any copies in that employee’s possession.

If You acquire a Switched Subscription, You or Your employees may continue to use Home Use Software copies authorized and activated prior to the switch if the same Software is included in the
Switched Subscription. If the same Software is not included in the Switched Subscription, You and Your employees must cease using the Home Use Software copies upon switching.

---

**Previous Version Rights**

**Benefits**

The Previous Version Right creates an exception to the general rule contained in the Terms requiring You to uninstall Software previous versions when You install a new version upgrade to that Software. Single-user subscribers are permitted to install and non-concurrently access eligible previous versions of the Software. Authorized Users of multi-user subscribers are permitted to concurrently install and access the current version and eligible previous versions of the Software so long as such use in the aggregate does not exceed the total number of copies of the Software permitted by Your multi-user subscription. In each case, Your use of previous versions of the Software is subject to the same scope of use and other restrictions as the current version of the Software (e.g., license type, license version, license quantity, etc.).

**Limitations**

Autodesk is not obligated to provide technical support for previous versions. Autodesk is not obligated to provide You with electronic or physical media for any previous version, nor is it obligated to provide You with new authorization codes or activations for any previous versions. Installation of and access to any previous version is subject to the terms and conditions that apply to such previous version. If Autodesk provides You with ancillary products that enhance or supplement the previous version, installation and access to such ancillary products is subject to the terms and conditions that accompany such ancillary products. Subject to such accompanying terms and conditions, the terms and conditions that apply to the previous version of Software that the ancillary product is intended to enhance or supplement will also apply. You must follow the processes and policies (if any) set out from time to time by Autodesk to request and obtain previous versions. If Your subscription expires or otherwise terminates, Your rights to use all Software previous versions covered by that subscription terminate, and You must immediately uninstall and stop accessing such previous versions.

**Which previous versions are eligible?**


Generally, but not always, previous versions would be the three prior versions. Typically, when a new version of Software is released, the Subscription Previous Version Eligible Product List is updated and three things happen: (1) the new version becomes the current version, (2) the former current version becomes the most recent previous version and (3) the former oldest previous version falls off the list.

You may use any previous versions on the Subscription Previous Version Eligible Product List plus any previous version Software that You received from Autodesk and still have in Your possession (either in the form of a media kit for that version or a downloaded copy of that version) that was either the current version or a listed previous version when You received it but was subsequently retired from the list by a subsequent new version release.

If You purchase a Switched Subscription, and the Software from Your original subscription is also included in Your Switched Subscription, You may continue to use the current version and any previous
versions You were eligible to use prior to switching of the original subscription Software, as previous versions to the Software are included with Your new Switched Subscription. If, however, the Software included in Your original subscription is not also included in Your new Switched Subscription, You may not continue to use the current or any previous versions of the original subscription Software and instead must uninstall and destroy all versions of the original subscription Software within 60 days after You install Your new Switched Subscription Software. Autodesk may require You to provide proof that any original subscription Software required to be uninstalled and destroyed under this section has been uninstalled and destroyed and/or conduct an audit as provided in the [Terms](https://www.autodesk.com/company/terms-of-use/en/general-terms).

### Previous version examples

To help illustrate these concepts, Autodesk offers the following examples.

**Single-user Subscription Example**

You purchase two single-user subscriptions to AutoCAD 2013. At the time of purchase, AutoCAD 2012, 2011 and 2010 are listed as eligible previous versions. The Authorized User of one of the two AutoCAD 2013 subscriptions downloads and installs previous versions for 2012, 2011 and 2010 on her machine, and she also installs each new version upgrade as it becomes available. The Authorized User of the other AutoCAD 2013 subscription downloads no previous versions but does install each new version upgrade as it becomes available (e.g., AutoCAD 2014, 2015, etc.). Both subscriptions are renewed annually. Your business needs grow and You purchase a third single-user subscription to AutoCAD 2018. At the time of the new purchase, AutoCAD 2017, 2016 and 2015 are listed as eligible previous versions.

At this time, here are Your Previous Version Rights for the three subscriptions:

**AutoCAD subscription #1:** The Authorized User may use the current version, AutoCAD 2018, plus she may download and install the currently listed previous versions, AutoCAD 2017, 2016 and 2015, plus she may continue to use each of the earlier versions she installed on her machine, including the previous versions that were on the list when AutoCAD 2013 was the current version (i.e., AutoCAD 2014, 2013, 2012, 2011 and 2010). Note that the current and each of the previous versions may be concurrently installed, but the Authorized User may use only one version at a time; different versions may not be in active use simultaneously.

**AutoCAD subscription #2:** Similar to the above example, except that because the Authorized User never downloaded and installed the listed previous versions available when the subscription first commenced, and only ever installed each new version upgrade as it became available, this Authorized User may use the current version, AutoCAD 2018, plus each earlier version she installed, whether as the initial subscription or as a new version upgrade (i.e., AutoCAD 2017, 2016, 2015, 2014 and 2013).

**AutoCAD subscription #3:** Because this is a new subscription, the only previous versions the Authorized User is permitted to download and install are those on the current Subscription Previous Version Eligible Product List (i.e., AutoCAD 2017, 2016 and 2015).

**Multi-user Subscription Example**

At this time, here are Your Previous Version Rights for the five-seat, multi-user subscription:

Accessible versions include the current version, AutoCAD 2018; each listed previous version, AutoCAD 2017, 2016 and 2015; plus earlier previous versions no longer on the list but downloaded and installed by Your contract manager when those versions were on the list, AutoCAD 2014, 2013 and 2012. At any
time, You may have five copies of the software, in any combination of versions, in active use at a single point in time. This could be one Authorized User concurrently using AutoCAD 2018, 2017, 2015, 2014 and 2013. This could be five different Authorized Users simultaneously using a single copy of any of the eligible versions (e.g., three using one copy of AutoCAD 2018 each and two using one copy of AutoCAD 2015 each).

Virtualization Benefits For Single User Subscription

Virtualization Benefits

Notwithstanding anything to the contrary contained in Section 15.3 (Acceptable use of offerings) of these terms, if You are a Single User subscriber (or have purchased Single User subscriptions for your users), You may access and use Offerings on or through the internet or through a wide-area network (WAN) or other non-local network or on or through any virtual private network (VPN), whether using application virtualization technology or remoting virtualization technology, or otherwise, subject to all conditions and limitations contained in these Single User Subscription Virtualization Benefits Terms (the “Virtualization Benefits”).

Limitations

- Not Applicable to Web Services. The Virtualization Benefit excludes Web Services Subscriptions and web services benefits that are included with Software Subscriptions.


Autodesk will periodically update the Virtualization Excluded Software List to add and remove Software from the list. All additions to the list are applicable prospectively. All removals from the list are retroactive.

Example 1: You acquire six Single User subscriptions for particular Software and at that time the Software is not listed on the exclusion list. Later Autodesk adds that Software to the exclusion list. You may use the Virtualization Benefits with each entitlement for that Software that You purchased prior to the Software being added to the list, but You may not apply Virtualization Benefits to any subsequently purchased subscriptions for that Software after the Software has been added to the list.

Example 2: You acquire six Single User subscriptions for particular Software and at that time the Software is listed on the exclusion list. Later Autodesk removes that Software from the exclusion list. Subsequent to the date of removal, You may apply the Virtualization Benefits to any or all of Your six subscriptions for that Software.

Conditions on Support for Virtualized Software

For Software that You virtualize under the Virtualization Benefit, Autodesk will support such Software pursuant to the Subscription Support Benefit terms provided under these Terms, except that Autodesk is not obligated to provide support services for support requests where the reported incident cannot be reproduced by Autodesk on a physical machine, outside of any virtualization environment. Autodesk has no obligation to provide support for incidents to the extent caused by or related to any third-party virtualization software or Your virtualization environment, including, without limitation, no
obligation to assist with compatibility or interoperability issues related to use of any Autodesk Software with any third-party virtualization software or with Your virtualization environment.

“Certification” Disclaimer; Assumption of Risk

Autodesk may publish from time to time on its Software product home pages, Autodesk Knowledge Network and similar Autodesk web properties, or in product related documentation or in other contexts, information regarding use of Software in virtualized environments (collectively, “Certification Information”). Such Certification Statements are provided merely as a convenience to You for informational purposes and reflect only such limited testing as Autodesk has performed with respect to specific versions of specific Software used with specific third-party virtualization technologies and/or specific virtualization environments. Certification Information is provided on an “as is” basis and may contain errors, inaccuracies, incomplete information and other misstatements. If You intend to use the Virtualization Benefits, You should perform Your own independent compatibility assessment before doing so.

By using the Virtualization Benefits, You acknowledge that such Certification Information does not constitute any form of promise or commitment of any particular level of compatibility between any Autodesk Software and any third-party virtualization technology. If You use the Virtualization Benefits, You assume all risks associated with such use, including, but not limited to incompatibility between Software and third-party virtualization technology and/or Your virtualization environment.

Viewers

For some Offerings, You or Your Authorized User may grant read-only access to Your purchased Offering to certain individuals, subject to reasonable technical limitations that Autodesk may impose at any time without notice. Likewise, for some Offerings, certain individuals may access Your Content via Autodesk’s free online viewer tool, available at https://www.autodesk.com/viewers (https://www.autodesk.com/viewers). Any of the aforementioned individuals, upon receiving such access, may be referred to below and elsewhere within these Terms, the General Terms, Special Terms, or Documentation for an Offering as “Viewers,” “Basic Access,” “Read-Only Access,” or similar (collectively, “Viewers,” or individually, “Viewer”). For the avoidance of doubt, a Viewer is a type of Authorized User and subject to these Terms and the General Terms.

Viewer access is limited to the individual who was granted access and must not be shared with any other individual or entity. Viewers may view Your Content or, in some cases, Your workspace within the Offering but are not permitted to edit, provide input, or otherwise modify Your Content. Unless provided otherwise in these Terms or the Special Terms, Your Administrator may revoke Viewer access at any time, and Viewer access will terminate when Your Administrator revokes such access or, for some Offerings, when Your paid subscription period expires or terminates, whichever is earlier.

Viewers do not count toward Your total number of Authorized Users. Viewer access does not require token usage.

Autodesk makes no promise, warranty, or guarantee to Viewers or their access to Your Content, workspace, or Offering. Autodesk disclaims all liability with respect to Viewers. Viewers are not entitled to any Subscription Benefits, including support. Autodesk reserves the right, without further notice, to suspend or terminate Viewer access at any time.
Premium Subscription Benefits

If You purchase Premium Subscription, You will receive the following Benefits either in addition to or in place of, as indicated, the standard Subscription Benefits set forth above.

---

Premium Support and Related Customer Success Benefits

Live Support. As a Benefit of Premium Subscription, in addition to the support modes made available as part of the standard Subscription Benefits and Web/Email Support described above, Your Premium Authorized Users or Administrators, as applicable, may access additional “Live Support” modalities as described below for most Offerings:

- **24x5 Chat.** Your Premium Authorized Users and Your Administrators may submit support requests to Autodesk support agents via web chat, 24 hours per day, 5 days per week, during the requesting party’s applicable Support Workweek. Chat support will be provided in English, though subject to availability Chat may be provided in other languages on request, in Autodesk’s discretion. While initiation of 24x5 Chat sessions will generally be prompt, delays are possible at times of especially high support request volumes.

- **24x7 Request a Call-back.** Your Administrators may at any time request a telephone call-back from an Autodesk support agent to discuss support requests on behalf of Premium Authorized Users. Call-back support will be provided in English, though subject to availability, call-back support may be provided in other languages on request, in Autodesk’s discretion. While call-back from time of request will generally be prompt, delays are possible at times of especially high support request volumes.

Premium Web/Email Support. These terms replace the Web/Email Support terms applicable to standard Subscription:

Web support will be provided to You via Your Premium Authorized Users, during the available support hours set forth in the applicable Support Workweek below, except that web support may be temporarily unavailable during scheduled system maintenance. Autodesk’s web support-related communications will generally be posted to Autodesk Account, and Your Premium Authorized Users will be notified of the posting of the information by email. Your Premium Authorized Users may also be contacted by email or telephone for specific incidents, in Autodesk’s discretion.

Autodesk will use commercially reasonable efforts to respond to Your web support requests during the applicable regional Support Workweek within eight (8) hours irrespective of Severity Level.

Support Workweek. The applicable support workweek for each Autodesk business region is shown below:

- **Asia-Pacific Region** - Monday through Friday SGT (UTC+8), excluding regional holidays
- **Americas Region** - Monday through Friday, EST/EDT (UTC -5/UTC -4), excluding regional holidays
- **EMEA Region** - Monday through Friday, CET/CEST (UTC +1/UTC +2), excluding regional holidays
*For certain Software or Web Services, the applicable local support hours may be those for a single region or single country within a given region, irrespective of where Your support request originates geographically.

Previous Version Support. Notwithstanding anything to the contrary contained in the Previous Version Rights section in the standard Subscription Benefits above, for Your Premium Subscriptions, Autodesk will provide technical support not only for the current version, but also for all Previous Versions shown on the Subscription Previous Version Eligible Product List:

https://knowledge.autodesk.com/customer-service/account-management/users-software/previous-versions/eligible-previous-version-subscription

Customer Success Materials.

Autodesk will provide You with access to materials created to assist with Your onboarding and use of Premium Subscription Benefits (“Success Materials”). These materials may include onboarding documentation, tools and other similar aids. Your Success Materials may also include access to curated technical support resources known as “Accelerators” (e.g., articles, videos, webinars and other training or informational content) which are designed to help onboarding or provide best practice guidance on Your applicable Autodesk subscriptions. Additional requirements, restrictions, or limitations may apply to certain Accelerators as set out in the description of the relevant Accelerator (e.g., technology prerequisites, geographic availability, language, participant numbers, limited number of Accelerator deliveries per time period, Accelerator expiration if not utilized within a certain time period, etc.). Accelerators and other Success Materials are available to You during the Premium Subscription term and subject to change without notice.

Your use of the Success Materials can assist You with the development of a documented set of activities using the Premium Subscription Benefits in furtherance Your desired business outcomes. You are responsible for requesting access and the independent evaluation and use of Success Materials. All Accelerators are made available on an “as is” basis without warranty of any kind, and you access and use them at your own risk. Autodesk shall have no liability for any actions taken or results obtained by You through use of Your Success Materials.

The collection of information and data related to access and use of Accelerators is included within the scope of Data Collection and Use Purposes as described above.

All Success Materials are the Confidential Information of Autodesk, and Autodesk reserves all intellectual property rights in and to such Success Materials worldwide. You may not copy, modify, disclose, or distribute Success Materials for any reason without the express written license of Autodesk.

Coverage Requirements and True Up

“All In” Requirement. If any standard single-user subscription assigned to an Authorized User on a Team managed by a given Primary Administrator is upgraded with a Premium Subscription, all other standard single-user subscriptions assigned to that Authorized User and to any other Authorized Users on that Team and on any other Teams managed by that same Primary Administrator, must be upgraded to Premium Subscriptions as part of an initial purchase, a Renewal True Up, or Anniversary
True Up event. Autodesk reserves the right to immediately disable or suspend Your access to and use for Your non-compliance with the “All-In” requirement.

Renewal True Up (Annual and Multi-Year). To ensure compliance with the All In Requirement, and in accordance with Section 21.5 of the Terms of Use, as supplemented by this section, Autodesk monitors and examines Your Subscription deployment and Administrator and Team subscription allocation data on an ongoing basis. As the renewal date for Your Premium Subscriptions approaches, whether for annual or multi-year Premium Subscriptions, Autodesk or Your reseller, as applicable, will provide You with a quote and/or other documentation (a “True Up Notification”) reflecting the number of underlying single-user subscriptions falling within the All In Requirement at that point in time, including both single-user subscriptions that You previously purchased, either initially in the case of a one-year Premium Subscriptions or initially and in connection with each Anniversary True Up prior to the renewal date in the case of Multi-Year Premium Subscriptions, plus any Unpaid Premium Subscriptions as defined in the Premium Subscription Definitions section above, as identified in the True Up Notification. On or before Your renewal date, You must either (i) purchase the number of Premium Subscriptions reflected in the True Up Notification or (ii) re-assign Authorized Users and/or single-user subscriptions to a different Primary Administrator that does not manage Authorized Users or Teams with any Premium Subscriptions so that Your renewal satisfies the All In Requirement. All True Ups, whether Renewal True Ups described in this section or Anniversary True Ups described in the Anniversary True Up section below, shall be prospective only – You will not be charged for any Premium Subscription Benefits used by any Authorized User assigned one or more Unpaid Premium Subscriptions prior to the True Up and subsequent Premium Subscription purchase.

Anniversary True Up (Multi-Year Only). In addition to the Renewal True Up described in the preceding section, for Multi-Year Premium Subscriptions, additional True Ups (each an “Anniversary True Up”) will occur on each intermediate anniversary date during the multi-year Premium Subscription term. As each Anniversary True Up date approaches, Autodesk or Your reseller, as applicable, will provide You with a True Up Notification reflecting any active Unpaid Premium Subscriptions at that time. At each Anniversary True Up date, You may not “True Down” (i.e., the cumulative total of Premium Subscriptions purchased prior to the Anniversary True Up may not be reduced). For continued use of Your Unpaid Premium Subscriptions, a purchase order, or other binding purchase commitment documentation, is required and the Fees due for such Unpaid Premium Subscriptions will be pro-rated and effective from the anniversary true-up date through the end of Your Multi-Year Premium Subscription term. If You do not pay for the number of Unpaid Premium Subscriptions specified in the Anniversary True Up Notification, Your authorized total number of Premium Subscriptions will be limited to the number of Premium Subscriptions You purchased prior to the Anniversary True Up together with any Unpaid Premium Subscriptions shown in the True Up Notification that You do purchase, if any. In addition, Section 2 of the Terms of Use, Right of Return for Refund, shall not apply to Unpaid Premium Subscription purchases in connection with any Anniversary True Up.

Certain Subscriptions Excluded from the All In Requirement. Single-user subscriptions for certain Software or Web Services products are not eligible to receive Premium Subscription Benefits. Such single-user subscriptions are referred to as “Excluded Single-User Subscriptions”.

Additional Requirement. Premium Subscription Benefits cannot be accessed or used unless the Authorized User to whom a Premium Subscription has been assigned also has an active, unexpired single-user subscription. You are therefore required at all times during the term of any Premium Subscriptions to have at least one (1) unexpired standard single-user subscription assigned to an Authorized User on a Team managed by each Primary Administrator who administers and manages
any Premium Subscriptions. In no case will You be entitled to receive a refund for any amounts paid for any Premium Subscription on account of the lapse of any standard single-user subscriptions.

Directory Sync

Directory Sync enables Your Administrator to connect Your user directory to the user management platform to automate assignment of Offerings among Your Premium Authorized User groups, so that Your users can be auto-invited, auto-assigned and auto-deleted. Directory Sync requires that You first set up Single Sign-On for Your domain. Autodesk will provide onboarding materials and instructions to enable You to configure Directory Sync. You are responsible for implementing Directory Sync in Your environment.