

Terms of Use

Effective Date: These Terms apply as of March 2, 2022. (</company/terms-of-use/terms-of-use-changes>)

Subscription Types

Capitalized terms not otherwise defined below will have the meaning assigned to them in the General Terms. Autodesk retains the sole right to determine Your eligibility for any of the subscription types described below. The subscription types 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.

Named User Offering Types

For any offering type described as "single-user," "individual" or "named user," the Authorized User must (i) be identified by a unique user identification ("Autodesk ID") and (ii) be an individual. The Authorized User must log in using his or her Autodesk ID to install and/or access each Offering, and no one else may access and/or use such Offerings using the same Autodesk ID.

Single-User Subscription

If Your subscription is described as "single-user," "individual" or "named user," then You may only assign such subscription to one (1) of Your Authorized Users. Your Authorized User may install Software on up to three (3) Electronic Devices; however, Your Authorized User may only use the Software on one (1) Electronic Device at a time.

Likewise, for a Collection, Your Authorized User may install the Software titles in a Collection collectively on up to three (3) Electronic Devices. Your Authorized User may simultaneously use any Software titles in the Collection, provided that any such use is only on one (1) Electronic Device at a time.

You may administratively reassign Your single-user subscription from one individual Authorized User to another individual Authorized User if You follow and complete Autodesk's policy and process for reassignment. This includes, but is not limited to, ensuring that each individual Authorized User has a unique Autodesk ID, and that the single-user subscription is assigned to the Autodesk ID for the individual Authorized User who is actually accessing and using the subscription.

If Your Offering is described as "Education single-user," then the terms applicable to Your Education (<https://www.autodesk.com/company/terms-of-use/en/subscription-types#education>) Offering can be found under the Education subscription type below.

Flex

Flex Offering Overview

Capitalized terms used in this section are defined either in the General Terms of these Terms of Use or in the Definitions section below, if specific to the Flex Offering. Flex is a Token-based model that gives You greater flexibility in purchasing and accessing eligible Autodesk product Offerings. Each Flex Eligible Autodesk product Offering has an associated Token consumption rate, as specified in the Flex Eligible Product Offering Rate Sheet, (which may be 0 in some cases). For Flex, Autodesk (I) collects and meters usage data as the Authorized Users, assigned by You, consume Tokens by accessing and using eligible Autodesk product Offerings, (ii) provides You with usage reporting regarding Token consumption, and (iii) decrements Tokens from the Tokens You have available based on the specific product Offerings used by Your Authorized Users and the applicable Token consumption rate for each such product Offering.

Flex Definitions

"Authorized User" has the same meaning provided in Definitions section of the General Terms of these Terms of Use.

"Token Rate" means the rate at which a given Flex Eligible Product Offering consumes Tokens when accessed by an Authorized User. The Token Rate for each of the Flex Eligible Product Offerings is shown on Flex Eligible Product Offering Rate Sheet.

"Day" means a contiguous twenty-four (24) hour period measured from the point in time when an Authorized User launches a Flex Eligible Product Offering.

"Flex Eligible Product Offering Rate Sheet" or simply "Rate Sheet" means the current Autodesk document listing Flex Eligible Product Offerings, and the applicable number of Tokens consumed per product offering, per Authorized User, per Day or per such other metric specified in the Rate Sheet, when accessed by an Authorized User. The Rate Sheet can be found here: [www.autodesk.com/flexratesheet \(/benefits/flex/flex-rate-sheet\)](https://www.autodesk.com/flexratesheet (/benefits/flex/flex-rate-sheet)).

"Flex Eligible Product Offerings" means those Autodesk Software and/or Web Services product Offerings shown on the Flex Eligible Product Offering Rate Sheet.

"Flex Offering Materials" means a compilation of business information regarding the Flex Offering model which may include but is not limited to purchasing or other offering operational rules, requirements, policies or other limitations or conditions, Administrator and Authorized User best

practices, and other general information regarding the Flex Offering. Flex Offering Materials can be found here:

<https://www.autodesk.com/benefits/flex#faq> (<https://www.autodesk.com/benefits/flex#faq>)

<https://www.autodesk.com/manageflex-faq> (<https://www.autodesk.com/manageflex-faq>)

“Token” means the individual unit of measurement that may be applied toward access to and use of Flex Eligible Product Offerings in accordance with the Token consumption rates shown on the Flex Eligible Product Offering Rate Sheet. A Flex Token is exclusive to Flex and cannot be used in place of tokens, credits or other similar proxies associated with other offering models. Conversely, non-Flex tokens, credits or other similar proxies associated with other offering models cannot be used for Flex.

“Token Pack” means a specified quantity of Tokens purchased as a unit. You may purchase additional Token Packs at any time, including multiple Token Packs as part of a single purchase or single Token Packs at different points in time. Individual Tokens and partial Token Packs are not available.

Flex Offering Features and Details

Unlimited Authorized Users. You may assign an unlimited number of Authorized Users, subject to each such Authorized User being registered, set up in Autodesk Account, and administratively assigned to a Team with access to Token Packs, to access and use Flex Eligible Product Offerings and related Benefits, as provided in these terms.

Accessing Flex Eligible Product Offerings. Each Flex Eligible Product Offering has a Token Rate as specified on the Flex Eligible Product Offering Rate Sheet. Your Authorized Users will be permitted to access and use Flex Eligible Product Offerings. Such access and use will consume Tokens on a per Authorized User, per Flex Eligible Product Offering basis, at the applicable Token Rates shown in the Rate Sheet. Note that when an Authorized User launches a Flex Eligible Product Offering, Tokens will be consumed at the applicable Token Rate until the Authorized User exits that Flex Eligible Product Offering.

New Flex Eligible Product Offerings. From time-to-time Autodesk may add new Flex Eligible Product Offerings to the Flex Eligible Product Offering Rate Sheet. Autodesk will provide You with reasonable notice of such additions and the applicable Token Rate, generally by publishing an updated Rate Sheet.

Other Changes to the Eligible Offerings, Offering Materials, Token Rates and Rate Sheet. Autodesk shall have the right, at any time, to modify or eliminate, in whole or in part, any Eligible Product Offering, contents of the Flex Offering Materials or the Token Rates contained in the Rate Sheet. Such deletions, modifications and other changes shall take effect immediately upon publication of a new Rate Sheet or update to Flex Offering Materials, or on such later date as the updated materials or Rate Sheet specifies.

Data Collection and Use for Flex Eligible Product Offerings. Autodesk will monitor use of Flex Eligible Product Offerings by collecting Authorized User Flex Eligible Product Offering usage data, if available, on an ongoing basis. You or Your Administrator, as applicable, will have access to reporting related to such usage data and the associated Token consumption as described below in the Flex Usage Reporting and Other Subscription Benefits section. Autodesk will process this data for the purpose of generating the applicable usage reports, maintaining and/or delivering the Flex Offering and related Benefits and assisting You or Your reseller with sizing and quoting additional Token purchases. Collectively, the foregoing is referred to as the “Data Collection and Use Purposes”. For the avoidance of doubt, these terms do not affect Autodesk’s right to use personal data received from or on behalf of

You that Autodesk processes as a Controller for the purposes described in the Autodesk Privacy Statement, located here: <https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement> (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>) Flex Usage Reporting and Other Subscription Benefits.

In general, the Subscription Benefits available to Your Flex Authorized Users will depend on whether those Authorized Users also are administratively assigned to other types of Subscriptions, and, if so, the applicable Subscription plan tier of those other Subscriptions.

If an Authorized User designated for Flex is not also assigned to any other Subscription Type or is additionally assigned to one or more standard single-user subscriptions, the Subscription Benefits available for that Flex Authorized User will be the same as the benefits available to that Authorized User for standard single-user subscriptions, except for reporting, which (for Flex only) will be as described below in the section titled Flex Reporting.

If an Authorized User assigned to Flex is also assigned to one or more Premium Subscriptions, then the Flex Subscription Benefits for that Authorized User will be the same benefits available to that Authorized User for the Premium Subscriptions.

You may review the Subscription Benefits available for standard single-user subscription and for Premium Subscription, here:

<https://www.autodesk.com/company/terms-of-use/en/subscription-benefits>
(<https://www.autodesk.com/company/terms-of-use/en/subscription-benefits>)

Exceptions to the Subscription Benefits availability information above, if any, will be included in the Flex Offering Materials.

Flex Usage Reporting. You will also have access to additional reporting information related specifically to Flex Token usage which will include Token balance, and Token consumption by Authorized User, by Flex Eligible Product Offering, by Day or by such other metric as specified in the Rate Sheet.

Important Flex Usage Reporting Requirements. Your use of Flex usage reporting is conditioned on and You hereby consent to all of the following:

- **Compliance with Applicable Laws.** You 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 types 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 such notice and consent are 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 providing 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.

Additional Conditions, Limitations and Restrictions.

Token Expiration. While the Flex Offering has no fixed contract term, all Tokens expire twelve (12) months from the date of purchase of the Token Pack containing those Tokens. For information on the order of consumption of Tokens in different Token Packs by Authorized Users assigned access to more than one Token Pack, please see the Flex Offering Materials. No credit, refund or other accommodation will be provided by Autodesk in connection with Token expiration.

Running Out of Tokens; Non-payment. When the Tokens Packs assigned to Authorized Users have been completely consumed and no Tokens remain, those Authorized Users will be ineligible and unauthorized to access and use any Flex Eligible Product Offerings or their associated benefits, including those products that consume zero Tokens. When the Token Packs assigned to Authorized Users have Tokens remaining, but in an amount insufficient to satisfy the required Token Rate applicable to some of the Flex Eligible Product Offerings, such Authorized Users will be ineligible and unauthorized to access and use any Flex Eligible Product Offerings for which there are insufficient Tokens remaining, but they will remain eligible and authorized to access and use Flex Eligible Offerings for which sufficient Tokens remain, as well as Flex Eligible Offerings which have a zero Token Rate. Autodesk reserves the right, without further notice, to shut-off access to and use of Flex Eligible Products by Your Authorized Users in cases where You have a zero Token balance, insufficient Tokens or nonpayment of invoices when due. In the case where You have unpaid invoices, Autodesk may further restrict Your ability to purchase additional Token Packs.

Miscellaneous Operational and Administrative Requirements. To enable Authorized User access to Token Packs and permit use of Flex Eligible Product Offerings and the associated benefits, You or Your administrators must follow the user administration instructions, which include, among other things, the requirement to have users set up accounts if they have not done so previously, set up teams in user management and assign Authorized Users and Token Packs to those teams.

Non-Transferable. You may not transfer, sell, sub-license, or otherwise convey Your Tokens to another party.

Three Device Limit. Your Authorized User may install Flex Eligible Product Offering Software on up to three (3) Electronic Devices; however, Your Authorized User may only access and use such Software on one (1) Electronic Device at a time.

Multi-User Subscription

If Your subscription is described as "multi-user," then You may (i) install the license server component of the Software to which You have subscribed on an Electronic Device within Your local area network acting as a file server; (ii) install copies of the corresponding Software on Electronic Devices used by Your Authorized Users; and (iii) permit Your Authorized Users to access the Offerings through multiple Electronic Devices through Your local area network or a virtual private network (VPN), provided that, in any case, Your network uses current industry standard security, encryption and protection mechanisms to prevent unauthorized use.

For the purposes of a multi-user subscription, Your Authorized Users are limited to (a) Your individual employees and (b) Your consultants and contractors only to the extent they work on Your premises and on computers and other Electronic Devices owned or leased by You. Your Authorized Users may access and/or use the Offerings solely for Your internal business needs. The number of concurrent Authorized Users may not exceed the maximum number of Authorized Users specified in Your subscription documentation (or other technical limit or subscription limit imposed by Your subscription Offering).

Trial Version

If Your subscription is a Trial Version (including those labeled “not for resale,” “free,” “evaluation,” “trial,” “pre-release,” “beta” or another similar designation), You may use Your Trial Version as set forth in the “Trial Versions” section of the General Terms (Section 12).

Education

Education User

You must be a Student, Faculty, Qualified Educational Institution or Other Authorized Education User (each an “Education User”) to access or use an Education Offering, including any Software licensed under an [Education License Type \(/company/terms-of-use/en/general-terms/educational-licensees-additional-terms\)](/company/terms-of-use/en/general-terms/educational-licensees-additional-terms) or other Education subscription.

"Faculty" means an individual person who is an employee or independent contractor working for a Qualified Educational Institution.

"Qualified Educational Institution" means an educational institution that has been accredited by an authorized governmental agency within its applicable local, state, provincial, federal or national government and has the primary purpose of teaching its enrolled students.

"Student" means an individual person enrolled as a student at a Qualified Educational Institution, who meets the [minimum age \(https://damassets.autodesk.net/content/dam/autodesk/www/Company/legal-notice-trademarks/education-special-terms/eng-final-minimum-age-requirements-02-03-2022.pdf\)](https://damassets.autodesk.net/content/dam/autodesk/www/Company/legal-notice-trademarks/education-special-terms/eng-final-minimum-age-requirements-02-03-2022.pdf) requirements set by Autodesk to access an Offering.

"Other Authorized Education User" means a user described in the [Education Terms \(/company/legal-notice-trademarks/software-license-agreements/educational-licensees-additional-terms\)](/company/legal-notice-trademarks/software-license-agreements/educational-licensees-additional-terms) or as otherwise authorized in writing by Autodesk.

Education Users may only use Education Offerings for the following “Educational Purposes”: (1) if You are a Qualified Educational Institution, Faculty or Other Authorized Education User, You may access and/or use the Offering solely for purposes directly related to learning, teaching, training, or research and development as part of the instructional functions performed by a Qualified Educational Institution or an Other Authorized Education User and (2) if You are a Student or an individual Other Authorized Education User, You may access and/or use the Offering solely for purposes directly

related to learning, training or research. You may not access or use the Offering for commercial, professional, facilities or other for-profit purposes. You may be required to show proof of eligibility if requested by Autodesk.

For further information about Qualified Educational Institutions, please see [Education Terms \(https://www.autodesk.com/company/legal-notices-trademarks/software-license-agreements/educational-licensees-additional-terms\)](https://www.autodesk.com/company/legal-notices-trademarks/software-license-agreements/educational-licensees-additional-terms).

You may install copies of the Software You have licensed or subscribed to solely on Electronic Devices owned or controlled by You. Only current Students and Faculty of a Qualified Educational Institution may access and/or use Offerings licensed or subscribed to by a Qualified Educational Institution. Students and Faculty may be required to use their own individual Autodesk ID to access and/or use certain Offerings.

Autodesk may require you to verify your eligibility to use Education Offerings as a condition to access or continued access to any Education Offering. Your entitlement to use the eligible Education Offerings, commences when we grant You access and ends upon the earlier of (i) the expiration of the term Autodesk specifies for the Education Offering or, if no term is specified, one (1) year thereafter, (ii) the date You no longer qualify to use Education Offerings, (iii) the date Autodesk discontinues the Education Offering, or (iv) upon notice from Autodesk that it is ending Your Education Offering access.

Output and other data created with Education Offerings may contain certain notices and limitations that make the Output and other data usable only in certain circumstances (e.g., only in the education field). In addition, if You combine or link work product or other data created with such Education Offering with work product or other data otherwise created, then such other work product or data may also be affected by these notices and limitations. Autodesk will have no responsibility or liability whatsoever if You or any other person combine or link work product or other data created with such Education Offerings with work product or other data otherwise created. In addition, You will not remove, alter or obscure any such notices or limitations.

Education Single-User

If Your Education Offering is described as "education single-user," and you are (1) a Student accessing the Education Offering or (2) Faculty accessing the Education Offering solely for your individual use, then You are the Authorized User and you may not assign your subscription to any other person. You must log in using your Autodesk ID to install and/or access each Education Offering, and no one else may access and/or use such Education Offerings using the same Autodesk ID.

If Your Education Offering is described as "education single-user," and you are Faculty managing multiple education single-user subscriptions for a Class, then You may only assign each subscription to one (1) of Your Authorized Users. You must verify that each of your Authorized Users is an Education User. You agree you will only provide access to education single-user subscriptions to Education Users. You may administratively reassign Your education single-user subscription from one individual Authorized User to another individual Authorized User if You follow and complete Autodesk's policy and process for reassignment. This includes, but is not limited to, ensuring that each individual Authorized User has a unique Autodesk ID, and that the education single-user subscription is assigned to the Autodesk ID for the individual Authorized User who is actually accessing and using the subscription.

You may install Software on up to three (3) Electronic Devices; however, You may only use the Software on one (1) Electronic Device at a time.

Likewise, for a Collection, You may install the Software titles in a Collection collectively on up to three (3) Electronic Devices. You may simultaneously use any Software titles in the Collection, provided that any such use is only on one (1) Electronic Device at a time.

Education Single Sign-On

Education Single Sign-On (SSO) enables federated access to Your Education subscriptions and related Benefits by Authorized Users. Autodesk will provide onboarding materials and instructions to enable You to register and configure Education SSO for Your domain. Once Your domain is registered with Autodesk and You have configured Education SSO, when Your Authorized Users sign-in to any Autodesk Education 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 Education SSO onboarding materials by Autodesk, You are responsible for implementing Education SSO for Education Users in Your organization. You are responsible for verifying that each of Your Authorized Users is an Education User that meets Autodesk minimum age requirements (<https://damassets.autodesk.net/content/dam/autodesk/www/Company/legal-notices-trademarks/education-special-terms/eng-final-minimum-age-requirements-02-03-2022.pdf>) prior to granting them access to Education SSO.

Directory Sync enables Your Administrator to connect Your user directory to the user management platform to automate assignment of Education Offerings among Your Authorized User groups, so that Your users can be auto-invited, auto-assigned and auto-deleted. Directory Sync requires that You first set up Education SSO 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.

Education License Types

For Education License Types, please see the Education Terms (/company/legal-notices-trademarks/software-license-agreements/educational-licensees-additional-terms).

Startup

<https://www.autodesk.com/campaigns/fusion-360/startups>
(<https://www.autodesk.com/campaigns/fusion-360/startups>)

Cloud Credits

Cloud Credits are a unit of measure across certain Autodesk consumption-based Web Services. Cloud Credits are required to perform certain tasks, such as creating a rendering or running a simulation.

You may be granted Cloud Credits in various forms, which vary by product, type and level of service or subscription. Cloud Credits are also available for purchase. Cloud Credits have different attributes depending on the type of Cloud Credit allocated or purchased. Those attributes are set out in more detail on the Cloud Credit Schedule and Terms (<https://knowledge.autodesk.com/customer-service/account-management/users-software/cloud-credits>).

Usage rates of Cloud Credits are determined by Autodesk and vary by service. Cloud credit usage may vary based on such elements as quality and size. Autodesk may change usage rates for Cloud Credits and product allocations from time to time. Cloud Credits may not be sold, bartered, traded, transferred or exchanged and will expire according to their respective attribute. From time to time, Autodesk may allow use of Cloud Credits in excess of allocated entitlement or designated expiration date. This does not imply continued use rights at the excess level or beyond the designated expiration date. For variable usage rates, Autodesk will endeavor to notify users of anticipated usage prior to running the service.
