

GENERAL TERMS AND CONDITIONS

All Products and Professional Services are subject to these General Terms and Conditions (hereinafter referred to as the “**General Terms and Conditions**”), which are available through the following URL address <https://arkance.world/gb-en/legal/terms-and-conditions-of-business> and which can be downloaded before acceptance.

These General Terms and Conditions are between the Supplier and the Client which has executed a Purchase Order(s) that incorporates these General Terms and Conditions by reference.

By signing the Agreement or accepting the Purchase Order, the Client acknowledges having fully read and accepted these General Terms and Conditions. Unless otherwise agreed in writing, no other terms shall apply.

By signing the Agreement or accepting a Purchase Order(s) that is subject to General Terms and Conditions, the Client agrees that the Schedules that are attached to these General Terms and Conditions are incorporated into these General Terms and Conditions. If a term is relevant only to a specific Schedule, that term applies only to that Schedule when that Schedule is incorporated into these General Terms and Conditions.

1. PREAMBLE

The Supplier is a leading partner in digitising the building, construction, and manufacturing industries.

The Supplier supplies global service and various software products which are published by the Supplier, its Group Subsidiaries or by Third Parties Vendor(s) for which the Supplier is acting as an agent or as a reseller.

The Client wishes to have a license for the Products and/or subscribe to the Professional Services provided by the Supplier for its internal use.

The Supplier has agreed to provide such Products and/or Professional Services to the Client pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

2. DEFINITIONS

The following terms shall have the respective meanings set forth below:

Agreement	refers collectively to all provisions which govern the supply of Product(s) and/or Professional Service(s) including the Purchase Order(s), the Support Agreement, the Statement of Work and the General Terms and Conditions.
Anti-Bribery Laws	means any law, statute, declaration, decree, directive, legislative text, order, ordinance, regulation, rule or any other binding restriction (in its amended, consolidated or codified version where applicable) which deals with anti-bribery regulations to which a Party is subject including without limitation U.S. Foreign Corrupt Practices Act of 1977 (“FCPA”), UK Bribery Act 2010, and French Law n° 2016-1691 dated 9th December 2016 (“Sapin 2”).

Control	means the ability for an individual or legal entity to direct the affairs of another legal entity, whether by virtue of the ownership of shares, contract or otherwise.
Consultant(s)	refers to the Supplier's personnel, authorized agents or qualified third party contractors which are assigned by the Supplier in the provision of Professional Services under the Agreement.
Customisation Services	shall consists in customer project development services which may be provided by the Supplier and/or its Group Subsidiaries to the Client under the Agreement. Customisation Services includes notably without limitation customer-based specific development work and software customization.
Confidential Information	means the confidential and/or proprietary information of a Party, whether communicated orally or in writing to the other Party under this Agreement, including, without limitation, information concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, service descriptions, product specifications, financial information, strategic business plans, other technical, business, and operational information and including the terms and conditions of this Agreement.
Client	refers to the entity which has accepted the Purchase Order issued by the Supplier and which acts in its name and, as the case may be, for and on behalf of the Subsidiaries of its Group.
Cloud Based Products	refers to software programmes accessible remotely and hosted on server managed by the Supplier, its Group Subsidiaries or Third Party Vendors
Data Protection Laws	means any law, statute, declaration, decree, directive, legislative text, order, ordinance, regulation, rule or any other binding restriction (in its amended, consolidated or codified version where applicable) which deals with the protection of individuals with regard to the processing of Personal Data and to which a Party is subject, including without limitation the GDPR and any applicable data privacy laws and regulations, as regularly amended.
Desktop Products	refers to software programmes installed directly on a User's computer.
Documentation	refers to the manuals, guides, instructions, specifications, training materials, auditing documentation, tutorials and all other related materials in any form whatsoever related to the Products and/or Professional Services which are made available to the Client by the Supplier as part of the Agreement.
Export Controls Laws	means any law, statute, declaration, decree, directive, legislative text, order, ordinance, regulation, rule or any other binding restriction (in its amended, consolidated or codified version where applicable) which deals with export controls regulations and to which a Party is subject, including without limitation the US Export Administration Regulations, the European regulation n°428/2009 of 5 May 2009 setting up a community regime for the

control of exports, transfer, brokering and transit of dual-use items, the European regulation n°2021/821 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items and the French Decree no. 2001-1192 of 13th December 2001 on the control of exports, imports and transfers of dual-use goods and technologies.

Force Majeure	shall mean an event beyond the control of a Party, which could not be reasonably foreseen when the Agreement was executed and whose effects cannot be avoided by appropriate measures.
GDPR	refers to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.
Group	refers all companies which are directly or indirectly Controlled by the same parent company.
Intellectual Property Rights	means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.
Outsourcing Services	refers to the leasing of resources from the Supplier and/or its Group Subsidiaries by the Client under the Agreement.
Party / Parties	refers (i) individually either to the Client or the Supplier and (ii) collectively to the Client and the Supplier.
Personal Data	has the meaning indicated in the GDPR.
Product(s)	shall refer to all or part of the software products which are marketed by the Supplier and/or its Group Subsidiaries, and which notably include Desktop Products and Cloud Based Products. The Products which are provided by the Supplier and/or its Group Subsidiaries to the Client under the Agreement are set forth in the Purchase Order(s).
Purchase Order(s)	means the contractual document entered into between the Parties describing (i) the Product(s) and/or the Professional Service(s), (ii) the pricing of the Product(s) and/or the Professional Service(s) (iii) the Initial Period/Subsequent Period and (iv) the Territories.

Professional Service(s)	shall refer to all or part of the services that are provided from time to time by the Supplier and/or its Group Subsidiaries under the Agreement and which notably include (i) Training Services (ii) Support Services, (iii) Customisation Service(s), (iv) Outsourcing Service(s) and/or (v) any additional expert advice in relation to the Products which notably includes without limitation digitalization related consultancy services, implementation consultancy (installations, project management, documentations, architecture), sustainability consulting (digitalization as a tool), BIM consultancy, data & document management services, BIM production & project support, workflow optimization, tech advisory services, project mentoring and staff augmentation, BIM/CAD standard development, consultancy services for surveys, auditing, documentation, digital engineering (e.g. laser scanning, creation of 3d geometrical model, etc.), GIS services and content creation (e.g. smart content, distribution of elements to libraries, etc.). The list of Professional Services which are provided by the Supplier and/or its Group Subsidiaries under the Agreement are set forth in the Purchase Order(s).
Statement of Work	means a statement of work which sets out specific details of the implementation of the Product(s) and/or the supply of Professional Services by the Supplier, its Group Subsidiaries and/or their Subcontractors. The
Subcontractor(s)	means any third party who provides any part of the Professional Services to the Client on behalf of the Supplier and/or its Group Subsidiaries.
Subsidiary	means in reference to any Party, any other entity that: (a) directly or indirectly controls or is controlled by such Party; or (b) is directly or indirectly controlled by an entity that also directly or indirectly controls such Party (under common control).
Subscription Period	means the duration of the subscription to the Products and/or the Professional Services by the Client which is set forth under the relevant Purchase Order(s).
Supplier	refers the entity of ARKANCE Group which has issued the Purchase Order accepted by the Client and which acts in its name and, as the case may be, for and on behalf of the Subsidiaries of its Group.
Support Services	means the services to support and maintain the Product(s) as described in the Support Agreement.
Support Agreement	means the terms which applies to the Support Services.
Territories	shall refer to the jurisdictions as defined in the Purchase Order's where the Supplier and/or its Group Subsidiaries provide Products and/or Professional Services to the Client under this Agreement.

Third Party Software	refers to software products that are included in the Product(s) and developed, owned and made available to the Client by third parties which do not belong to the Supplier or any Subsidiary of its Group.
Third Party Vendor(s)	refers to the third party software publisher which has designated the Supplier as an agent or as a reseller for marketing the Third Party Software.
Training Services	refer to different type/level of trainings (e.g. advance trainings, eLearning's, in person trainings, etc.) in relation to the Products and/or to Third Party Software which may be provided by the Supplier, its Group Subsidiaries and/or their Subcontractors to the Client under this Agreement.
User(s)	refers to any employees and consultants of the Client who have been granted with an access to all or part of the Products.
Update(s)	means any modification or addition when made or added to the Product(s) that corrects errors or provides minor functionality enhancements, but does not change its overall utility, functional capability, or application.
Upgrade(s)	means an addition to the Product(s) which implements additional features or functionalities, or which produces substantial and material improvements.
Version(s)	means the number which identifies a specific version of the Product(s).

In this Agreement, unless the context otherwise requires:

- (i) any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application has been modified by other provisions (whether before or after the date of this Agreement) and shall include any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision.
- (ii) references to Clauses and Schedules are to clauses in and schedules to this Agreement. The Schedules to this Agreement form part of this Agreement as if set out in full in the body of this Agreement.
- (iii) headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- (iv) references to persons shall be deemed to include natural persons, companies and other bodies corporate, unincorporated associations, partnerships, firms and government bodies, governments, states and any other organisations (whether or not in each case having separate legal personality).
- (v) the singular shall be deemed to include the plural and vice versa.
- (vi) the terms include, including, for example, such as and in particular or any similar expressions shall be construed as illustrative, without limiting the sense or scope of the words preceding them.

- (vii) any reference to writing includes any method of representing words in a legible form including writing in an electronic or visible display screen, such as email and written shall be construed accordingly.
- (viii) any reference to a statute, statutory instrument, rule or regulation or any of its provisions shall be construed as a reference to that statute, statutory instrument, rule, regulation or provision as the same may have been or may be amended or re-enacted from time to time.
- (ix) any reference to a statute or statutory provision is a reference to such statutory provision and to all orders, regulations, instruments or other subordinate legislation made under such statute or statutory provision.

3. PURPOSE

The purpose of the Agreement is to set forth the terms and conditions under which the Supplier shall provide the Products and/or the Professional Services to the Client.

4. SCOPE

The Client is granted a license for the Product(s) and/or subscribes to the Professional Service(s) in its name and, as the case may be, in the name and on behalf of the Subsidiaries of its Group.

The Client shall be solely responsible for compliance by the Subsidiaries of its Group with the provisions of this Agreement and shall cause the Subsidiaries of its Group to comply with the obligations set out in this Agreement.

The list of the Subsidiaries of Client's Group which may benefit of the Product(s) and/or the Professional Service(s) under the Agreement are set forth in the Purchase Order.

This list may be amended from time to time if the Parties agree, provided that (i) the Subsidiaries of its Group are not located in a jurisdiction which is subject to international sanctions and (ii) this does not violate the licence terms of the Third Party Vendor(s).

In any event, the Product(s) and/or the Professional Service(s) which are supplied under the Agreement are directly invoiced to the Client by the Supplier and/or its Group Subsidiaries.

5. CONTRACTUAL DOCUMENTS

The contractual documents listed below form part of the Agreement. In the event of any inconsistencies between such contractual documents, they will be in the order of precedence as stated below:

- (i) the Purchase Order(s);
- (ii) the Support Agreement;
- (iii) the Statement of Work;
- (iv) the General Terms and Conditions.

Any other documents are expressly excluded from the contractual documents.

6. ENTRY INTO FORCE – TERM

6.1 General Terms and Conditions

The General Terms and Conditions shall enter into force upon their acceptance by the Client.

The General Terms and Conditions shall be in force for the initial period set out within the Purchase Order(s) and/or Statement of Work (the “**Initial Period**”) and shall be tacitly reconducted for additional periods set forth under the Purchase Order(s) and/or Statement of Work (the “**Subsequent Period**”), unless one of the Parties notifies to the other Party, by registered letter at least six (6) months before the expiry of the Initial Period and/or each Subsequent Period, its decision not to reconduct the General Terms and Conditions.

6.2 Purchase Order(s)

Unless otherwise agreed, the Purchase Order shall enter into force upon its acceptance by the Client.

6.3 Support Agreement

The Support Agreement shall enter into force upon its signature by both Parties or its acceptance by the Client through a Purchase Order.

6.4 Statement of work

The Statement of Work shall enter into force upon its signature by both Parties or its acceptance by the Client through a Purchase Order.

7. TERMINATION

Either Party may terminate the General Terms and Conditions and/or any Purchase Order(s) immediately or on the expiry of the period specified in the termination notice, by giving written notice to the other Party if:

- (i) the other Party is in material breach of the General Terms and Conditions and/or the Purchase Order(s) and such breach is not remedied within thirty (30) days after receipt of such notice of breach; or
- (ii) the other Party is in material breach of the General Terms and Conditions and/or the Purchase Order(s), which is irremediable.

The Supplier and/or its Group Subsidiaries may terminate the General Terms and Conditions, the Support Agreement and/or the Purchase Order(s) without any indemnification by giving written notice to the Client if the relevant Third Party Vendor terminates the agent or reseller agreement with the Supplier or ceases to market the Products for which the Supplier and/or its Group Subsidiaries is acting as an agent or reseller. In this case, the Supplier shall have no obligation to the Client and/or its Group Subsidiaries for compensation or for damages of any kind. The Client hereby waives any rights that may be granted to it under any laws or regulations or otherwise which are not expressly granted to it by the General Terms and Conditions.

In the event of termination of the General Terms and Conditions, the Purchase Order(s) shall remain in force until the end of the Subscription Period and the Client will have no possibility to submit new Purchase Order(s). In the event of termination of a Purchase Order, the General Terms and Conditions shall remain in force. Expiry or termination of the Purchase Order(s) shall not affect the performance of the General Terms and Conditions and/or the other Purchase Order(s).

Notwithstanding the foregoing, upon expiry or termination of the General Terms and Conditions and/or the Purchase Order(s) for any reason whatsoever:

- (i) the Client shall immediately stop using the Product(s) and, as the case maybe, uninstall the Desktop Product(s), destroy and delete or, if requested by the Supplier and/or its Group Subsidiaries, return any copies of the Product(s), the Professional Service(s) and/or Documentation;
- (ii) the Client shall pay the Supplier and/or its Group Subsidiaries for all accepted Professional Services provided in accordance with the Purchase Order(s) and the part of the Professional Services performed even is the Professional Service have not been accepted in whole part and the General Terms and Conditions up to the effective date of termination on a pro rata basis at the rates specified in the applicable Purchase Order(s) or at the Supplier's current rates.

8. REPRESENTATIONS

Each Party represents, warrants and undertakes to the other Party as follows:

- (i) each Party is a corporation or other entity duly incorporated or organized, validly existing, and in good standing under the laws of the state of incorporation or organization;
- (ii) each Party has the capacity and authority to enter into this Agreement;
- (iii) the persons entering into this Agreement on behalf of each Party have been duly authorized to do so;
- (iv) this Agreement and the obligations created hereunder are binding upon the Parties and enforceable against the Parties in accordance with their terms and do not and will not violate the terms of any other agreement, or any judgment or court order, by which the Parties are bound;
- (v) each Party has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
- (vi) there is no proceeding pending or threatened which to the Party's knowledge, challenges or may have a material adverse impact on this Agreement or the ability of the Party to perform its obligations pursuant to this Agreement; and
- (vii) neither Party has withheld any information which is required for effective performance of the contractual obligations under this Agreement and that information's provided to the other Party are complete, true and accurate to the best of its knowledge and belief.

Each Party acknowledges that the other Party has entered into this Agreement in reliance on the representations, warranties and undertakings set out in this Article 8.

9. THIRD PARTY VENDOR(S)

When the Supplier and/or its Group Subsidiaries is acting as an agent, the Client has a direct contractual relationship with the relevant Third Party Vendor(s). In this case, the Client may benefit from any representations, indemnities and warranties which may be provided by the Third Party Vendor(s) and the Supplier and/or its Group Subsidiaries shall be hold and harmless against any claims of the Client and/or its Group Subsidiaries related to the Third Party Software.

When the Supplier and/or its Group Subsidiaries is acting as a reseller, the Client has no direct relationship with the relevant Third Party Vendor(s). In this case, the Client shall comply with the obligations which are set forth under Schedule 1.

10. ORDERING

The Client may subscribe the Product(s) and/or the Professional Services in its name and, as the case may be, in the name and on behalf of the Subsidiaries of its Group.

The Supplier and/or its Group Subsidiaries shall complete the Purchase Order(s) with all relevant information by using a Purchase Order(s) and send it to the Client for validation. The Client shall accept the completed Purchase Order(s) within three (3) business days from its receipt. If the Client does not accept the Purchase Order(s) within such timeframe, the Purchase Order(s) shall be deemed to be rejected.

11. DELIVERY

11.1 Desktop Product(s)

Unless otherwise agreed in writing, the Supplier and/or its Group Subsidiaries shall deliver the Desktop Product(s) published by the Supplier and/or its Group Subsidiaries to the Client in accordance with the delivery terms specified in the relevant Purchase Order. The Desktop Products(s) published by Third Party Vendors shall be delivered by Third Party Vendors in accordance with their delivery terms.

Risk of loss or damage to the Desktop Product(s) published by the Supplier and/or its Group Subsidiaries shall pass from the Supplier and/or its Group Subsidiaries to the Client upon delivery.

Unless otherwise agreed, the Client shall be responsible for the installation of the Desktop Product(s).

The Client shall at its own expense prepare the operating environment of the Desktop Product(s) in conformity with the Supplier's and/or its Group Subsidiaries' or Third Party Vendors' instructions.

If it has been agreed that the Supplier and/or its Group Subsidiaries shall install the Desktop Product(s), the Supplier and/or its Group Subsidiaries shall in good time provide the Client with written instructions in order for the Client to arrange the operating environment in conformity with the Supplier's and/or its Group Subsidiaries or Third Party Vendors' instructions. In this case, the Supplier and/or its Group Subsidiaries shall be entitled to inspect the operating environment at a time to be agreed by the Parties prior to the agreed time of installation.

If it has been agreed that the Supplier and/or its Group Subsidiaries shall install the Desktop Product(s), the Client shall arrange access to the Supplier and/or its Group Subsidiaries to the installation premises at a time to be agreed by the Parties for the performance of the installation. If access to the installation premises is not possible at the agreed time, the Supplier and/or its Group Subsidiaries has the right to reschedule the installation and receive compensation for any schedule changes and the reorganization of work. The Client shall at its own expense arrange the working and storage space and any other resource identified as necessary for the installation by the Supplier and/or its Group Subsidiaries.

11.2 Cloud Based Product(s)

The Supplier and/or its Group Subsidiaries shall deliver the Cloud Based Product(s) to the Client in accordance with the delivery terms specified in the relevant Purchase Order.

The Cloud Based Product(s) shall be made available remotely by the Supplier, its Group Subsidiaries or the relevant Third Party Vendors.

The receipt by the Client of the e-mail sent by the Supplier, its Group Subsidiaries and/or by the relevant Third Party Vendor shall constitute delivery of the Cloud Based Product(s) concerned.

11.3 Customisation Service(s)

The Supplier and/or its Group Subsidiaries shall deliver the Customisation Service(s) to the Client in accordance with the delivery terms specified in the relevant Purchase Order and instal them in the agreed operating environment for the acceptance test specified in Article 14.1 .

The Supplier and/or its Group Subsidiaries shall deliver to the Client the software included in the Customisation Service(s) in machine-readable form together with such descriptions of open application programming interface possibly specified by the manufacturer.

The Client shall at its own expense prepare the operating environment of the Customisation Service(s) in conformity with the Agreement. The Supplier and/or its Group Subsidiaries shall provide the Client with the necessary specifications of the operating environment in writing and in good time before the delivery, if they have not been specified in the Agreement. The Supplier and/or its Group Subsidiaries shall be entitled to inspect the operating environment at a time to be agreed by the Parties prior to the agreed time of installation. The Client shall arrange access to the Supplier and/or its Group Subsidiaries to the installation premises at a time to be agreed by the Parties for the performance of the installation. The Client shall at its own expense arrange the working and storage space and any other resource identified as necessary for the installation by the Supplier and/or its Group Subsidiaries.

Unless otherwise agreed between the Parties, the instructions and other documentation included in the delivery shall be in English.

The risk of loss or damage to the Customisation Service(s) shall pass to the Client when the Customisation Service(s) has been delivered to the Client.

11.4 Professional Service(s) other than Customisation Services

The Parties shall define the timetable applicable to the delivery of the Professional Service(s) in the Statement of Work.

The Supplier and/or its Group Subsidiaries shall regularly provide the Client with information on the progress of the provision of the Professional Service(s).

12. OBLIGATIONS

12.1 Client's obligations

The Client undertakes to:

- (i) collaborate in good faith with the Supplier and/or its Group Subsidiaries;
- (ii) perform all tasks and obligations described in the Agreement and particularly in the Statement of Work;
- (iii) designate from among its personnel a dedicated contact who shall have all skills required to manage software configurations;
- (iv) promptly communicate to the Supplier all information which may be requested by the latter, after first checking that it is complete and accurate;

- (v) pay the fees defined for the Products and/or the Services as set out in Article 22.

The Client shall facilitate the provision of necessary information and the completion of tasks to ensure that deliveries can be executed as agreed, both on time and in accordance with the agreed terms. The Supplier and/or its Group Subsidiaries reserves the right to modify the content or schedule of the delivery if, during the course of the delivery, all required information has not been provided or tasks have not been completed due to the Client, in a manner that allows the delivery to be carried out as agreed.

12.2 Supplier's obligations

The Supplier and/or its Group Subsidiaries undertakes to:

- (i) supply the Products and/or the Professional Services to the Client in accordance with the provisions of the Agreement as part of an obligation of means and in compliance standard market practice;
- (ii) assign competent and duly trained personnel to the performance of the Agreement;
- (iii) request from the Client any information required for the proper performance of the Agreement;
- (iv) notify the Client of any change or incident of which it is aware that may affect the performance of the Agreement.

13. INSTALLATION / IMPLEMENTATION

13.1 Systems requirements

The systems requirements which may be required for the installation and/or implementation of the Products may be provided by the Supplier upon request.

The Client is fully responsible for complying with and maintaining all these systems requirements.

13.2 Desktop Product(s)

Unless otherwise agreed between the Parties, the Client shall download and install the Desktop Product(s) on its IT systems.

The Client shall designate the User(s) who will be authorized to use the Desktop Product(s).

The User(s) may only access the Desktop Product(s) from its workstation.

The Desktop Products may be used online or offline but connection to the internet is required for software download, activation, update, or license transfer to another workstation.

The Client undertakes to install any Update and/or Upgrade which may be required by the Supplier, its Group Subsidiaries and/or, as the case may be, the Third Party Vendor(s) in accordance with its terms of use and conditions.

13.3 Cloud Based Product(s)

The Client is not required to install Cloud Based Product(s) on its workstation.

The Client shall designate the User(s) who will be authorized to access the Cloud Based Product(s).

The User(s) will receive a login or a token, which they can use to access the Cloud Based Product(s) which are hosted on the server managed by the Supplier or any Subsidiaries of its Group.

The User(s) may access the Cloud Based Product(s) from any workstation after logging in, but only one active connection can be maintained at a time for a specific login.

Cloud Based Product(s) always require a connection to the internet.

It is the Client's sole responsibility to warrant a connection to the internet.

13.4 Implementation

If the Products require implementation services, the Supplier and/or its Group Subsidiaries shall perform any required implementation services as described in the Statement of Work.

Except where the relevant Statement of Work provides otherwise, scheduling of the Supplier and/or its Group Subsidiaries' resources must be agreed to by the Supplier and/or its Group Subsidiaries no later than ten (10) business days prior to the date Supplier and/or its Group Subsidiaries' work is scheduled to begin. Subsequent scheduling changes requested by the Client may result in additional fees.

If the Client changes the project schedule more than ten (10) business days, the Supplier and/or its Group Subsidiaries has the right to adjust the delivery time and intermediate milestones accordingly. In that case, the Supplier and/or its Group Subsidiaries will no longer guarantee the project timeline or the availability of its resources.

Unless otherwise specified in the relevant Statement of Work, the Client may delay or postpone the start date of any Statement of Work at any time by providing the Supplier and/or its Group Subsidiaries ten (10) business days prior written notice. Should any such notice not have been received by the Supplier and/or its Group Subsidiaries, the Client will be invoiced for the planned hours under that Statement of Work or in the case of a fixed fee Statement of Work, a prorated amount corresponding to the planned or will be invoiced.

14. ACCEPTANCE

14.1 Customisation Service(s)

Unless otherwise agreed in writing, the Supplier and/or its Group Subsidiaries shall inform the Client when the Customisation Service(s) is ready for the Client's acceptance test that the Client should initiate within fifteen (15) calendar days of such information.

The Client shall not postpone the delay for the acceptance of the Customisation Service(s) for more than seven (7) calendar days from the date from which the Supplier notified the Client that the Customisation Service(s) are ready for testing.

The duration and scenario of the aforementioned acceptance test are stated in the relevant Statement of Work.

The Client shall perform the acceptance test for the Customisation Service(s) in the operating environment agreed between the Parties.

The Client shall without undue delay inform the Supplier and/or its Group Subsidiaries in writing of all reproducible errors detected in the Customisation Service(s) and shall identify such errors in sufficient detail.

Reproducible errors that do not substantially interfere with the use of the Customisation Service(s) shall not prevent the acceptance of the Customisation Service(s).

The Customisation Service(s) shall be deemed to be accepted:

- (i) when the Client notifies the Supplier and/or its Group Subsidiaries of the acceptance of the Customisation Service(s) in writing;
- (ii) when the Supplier and/or its Group Subsidiaries has demonstrated that it has corrected all reproducible errors reported by the Client in writing which prevented earlier acceptance;
- (iii) if the Client does not provide written acceptance within thirty (30) days of the test environment being delivered; or
- (iv) if the Client takes the Customisation Service(s) into production use.

The Parties may separately agree on the testing and acceptance of partial deliveries. To the extent the parties have not agreed otherwise in writing, partial deliveries of the Customisation Service(s) shall be subject to the testing and acceptance procedure set forth under Article 14.1.

14.2 Professional Service(s) other than Customisation Services

Unless otherwise agreed in writing, the Client shall, without undue delay, give its acceptance or observations to the Supplier's and/or its Group Subsidiaries' written notice, intermediate or final report regarding the progress of the Professional Service(s) and to the results of the Professional Service(s) furnished by the Supplier and/or its Group Subsidiaries to the Client.

If the Client does not submit such written observations within seven (7) calendar days of receipt of the notice or intermediate report, the work included in the notice or intermediate report shall be deemed accepted.

The work included in the final report or the results of the Professional Service(s) furnished by the Supplier and/or its Group Subsidiaries to the Client shall be correspondingly deemed accepted if the Client does not make a written complaint within fourteen (14) calendar days of receipt of the final report or results.

If a final report or provision of the results of the Professional Service(s) are not included in the Professional Service(s), the Professional Service(s) shall be deemed accepted if the Client does not submit a written complaint within fourteen (14) calendar days of the performance of the Professional Service(s).

The Supplier's and/or its Group Subsidiaries' liability for errors in the provision of the Professional Service(s) shall be limited to correction of the error or repeating the Professional Service(s) at its own expense, provided that the Client informs the Supplier and/or its Group Subsidiaries in writing of the error within the time limit for acceptance specified in Article 14.1.

15. SERVICES

15.1 General responsibilities

The Supplier and/or its Group Subsidiaries undertakes to perform the Professional Services in conformity with the Agreement, with due care and with the professional skills required for the task.

The Client undertakes to perform in conformity with the Agreement and with due care the tasks for which the Client is responsible.

The Parties shall define the tasks included in the Professional Service(s) in the Statement of Work.

15.2 Support Service(s)

The Supplier and/or its Group Subsidiaries provides Support Services as described in the Support Agreement.

The Supplier may provide Update(s) and/or Upgrade(s) to the Client and/or its Group Subsidiaries subject to the conclusion of a new Purchase Order.

15.3 Training Service(s)

The Supplier and/or its Group Subsidiaries may provide Training Services to the Client as set forth in the Purchase Order(s).

The Training Services may be provided to the Client by the Supplier, its Subcontractors or by any Subsidiary of its Group.

Unless otherwise agreed in the applicable Purchase Order, all Training Services may be conducted at Client's facilities or online.

15.4 Outsourcing Service(s)

The Supplier and/or its Group Subsidiaries may assign Consultant(s) for the provision of Services to the Client under the Agreement.

The Supplier and/or its Group Subsidiaries is responsible for the compliance by the Consultants of the Supplier's obligations under the Agreement.

The Client agrees to provide the information, facilities, personnel and equipment reasonably identified by the Supplier and/or its Group Subsidiaries as essential to the performance of any Professional Services.

The Client shall priorly notify the Supplier and/or its Group Subsidiaries of any safety and security policies which apply to the premises from which the Services are being provided by such Consultant(s).

If it has been agreed that the Supplier and/or its Group Subsidiaries is only entitled to use a Consultant specified in the Purchase Order(s) for the performance of the Professional Services and this Consultant is, for a reason beyond the control of the Supplier and/or its Group Subsidiaries (e.g. change of employment, prolonged illness or other comparable reason), not available to perform the Services in conformity with the Agreement, the Supplier and/or its Group Subsidiaries shall be obliged to assign another Consultant with corresponding skills to perform the Professional Services in question.

If the Supplier and/or its Group Subsidiaries is unable to nominate such a person or the Client does not accept the new person nominated by the Supplier for a valid reason, either Party shall have the right to terminate the relevant Purchase Order(s) with immediate effect by giving written notice to the other party. In this case, neither Party shall have the right to bring any claims against the other Party pursuant to termination of the Purchase Order, except that the Supplier and/or its Group Subsidiaries shall have the right to receive payment under the Agreement for the part of the Professional Services performed prior to termination of the Purchase Order in return for providing to the Client the results of that part of the Professional Service(s) performed prior to termination of the Purchase Order.

16. CONFIDENTIALITY

Each Party undertakes to:

- (i) keep confidential all Confidential Information it receives from the other Party, exercising at least the same degree of care as it exercises to protect its own confidential information;

- (ii) not to disclose the Confidential Information of the other Party to any third party in any capacity whatsoever, with the exception of employees or agents of the Parties for the purposes related to the performance of this Agreement.

Notwithstanding the foregoing, neither Party shall have any obligation whatsoever with respect to information which:

- (i) has fallen or may fall into the public domain;
- (ii) is known to the Party receiving it before the other Party discloses it to it; or
- (iii) would legitimately be received from a third party not subject to an obligation of confidentiality; or
- (iv) is required to be disclosed by law or by order of a court (in which case it shall only be disclosed to the extent required and, to the extent possible, after written notice to the providing Party).

The Parties also undertake to ensure that these provisions are respected by their staff, and by any employee or authorized third party who may be involved in any capacity whatsoever in the context of this Agreement. The Party which receives Confidential Information from the other Party shall be liable for any breach of this Article by their staff, and by any employee or authorized third party.

The Parties' obligations with regard to Confidential Information will remain in force for five (5) years from the expiry or termination of this Agreement for any cause whatsoever.

17. PUBLICITY

Notwithstanding Article 16, the Supplier and/or its Group Subsidiaries is authorised to use the Client's name and logo as a commercial reference, in particular on its website.

Any other advertising or communication of any nature whatsoever is subject to the prior written consent of both Parties.

18. INTELLECTUAL PROPERTY

18.1 Ownership of the Products, the Professional Service(s) and the Documentation

Nothing in this Agreement is intended to or shall be deemed or construed in any manner whatsoever, as transferring any Intellectual Property Rights in relation to the Product(s), the Professional Service(s) or the Documentation which shall remain the full ownership of the Supplier, the Subsidiaries of its Group and/or Third Party Vendor(s).

All rights not expressly granted by the Supplier and/or its Group Subsidiaries to the Client under this Agreement are reserved to the Supplier and/or its Group Subsidiaries.

Except as expressly permitted by applicable law, the Client shall not (and shall ensure that its Users shall not):

- (i) attempt to copy, adapt, translate, modify, decompile, reverse engineer, disassemble, correct errors, or create derivative works from the Product(s) and/or the Professional Service(s) without the prior written consent of the Supplier and/or its Group Subsidiaries;
- (ii) sell, assign, sub-licence, lease, transfer, resell, distribute, communicate directly or indirectly the Product(s), the Professional Service(s) and the Documentation to third parties without the prior written consent of the Supplier and/or its Group Subsidiaries;

- (iii) use the Product(s), the Professional Service(s) and Documentation for any purposes other than those provided for under the Agreement;
- (iv) remove or modify any copyright or similar notices, that the Product(s) and/or the Professional Service(s) causes to be displayed when used or that is displayed in the Documentation.

18.2 Ownership of creations made by User(s)

If the User(s) creates intellectual property objects when using the Product(s) and/or the Professional Service(s) strictly in line with the Agreement, to the extent permitted by applicable law and as far as it can be separated from the Product(s) and/or the Professional Service(s) and not pre-programmed or otherwise pre-determined by it, the User(s) shall be the owner of such creation and related Intellectual Property Rights to it.

The Supplier and/or its Group Subsidiaries shall not handle any matters related to the User's creations or assume any liability for third parties' copyright infringements the User may make and when using the and/or the Professional Service(s), and the Client hereby agrees to indemnify the Supplier and/or its Group Subsidiaries for any such responsibilities.

18.3 Desktop Product(s)

Subject to payment of the fees stipulated in the Agreement, the Supplier and/or its Group Subsidiaries grants the Client (for the benefit of itself and the Users) for the duration of the Subscription Period a non-transferable, non-exclusive and non-assignable license to install and use the Desktop Product(s), the Professional Service(s) and Documentation within the Territory.

This licence includes the right to use and install one (1) instance of the Desktop Product(s), the Professional Service(s) and Documentation for its own internal purposes only.

The Client shall not use, or permit the use of, any Desktop Product(s), by more than the maximum number of Users specified in the applicable Purchase Order whether or not such Users are actively using the Desktop Product(s), at the same time.

The rights granted to the Client in accordance with this Article apply to any Update, Upgrade or new Version of the Cloud Based Product(s).

18.4 Cloud Based Product(s)

Subject to payment of the fees stipulated in the Agreement, the Supplier and/or its Group Subsidiaries grants the Client (for the benefit of itself and the Users) for the duration of the Subscription Period a non-transferable, non-exclusive and non-assignable license to use the Cloud Based Product(s), the Professional Service(s) and Documentation within the Territory.

This licence includes:

- (i) the right to use the Cloud Based Product(s), the Professional Service(s) and Documentation for its own internal purposes only;
- (ii) the right to access the Cloud Based Product(s) remotely from any equipment.

The Client shall not use, or permit the use of, any Cloud Based Product(s), by more than the maximum number of Users specified in the applicable Purchase Order whether or not such Users are actively using the Cloud Based Product(s), at the same time.

The rights granted to the Client in accordance with this Article apply to any Update, Upgrade or new Version of the Cloud Based Product(s).

18.5 Open-source software

The Client acknowledges that the Product(s) and/or the Service(s) may include open-source software.

19. WARRANTIES

The Client shall indemnify and defend, at Client's sole cost and expense, and hold harmless the Supplier and/or its Group Subsidiaries and their representatives from all actions, claims, damages, costs, expenses (including reasonable legal and experts' fees and costs) and losses whatsoever that the Supplier and/or its Group Subsidiaries or any of their representatives incur arising out of or in connection with Client's unauthorized use, misuse, or infringement of the Intellectual Property Rights owned by the Supplier, the Subsidiaries of its Group and/or by Third Party Vendor(s).

Except when the Supplier and/or its Group Subsidiaries is acting as an agent, the Supplier and/or its Group Subsidiaries warrants to the Client the peaceful enjoyment of the Intellectual Property Rights licensed under this Agreement with respect to the Product(s) and/or the Professional Service(s). The Supplier and/or its Group Subsidiaries shall not be obliged to such warranty with any claim that arises from or relates to: (i) any combination of the Product(s) and/or the Professional Service(s) with another product or service not supplied by the Supplier and/or its Group Subsidiaries ; (ii) use of Products and/or Professional Services for purposes for which it was not designed; or (iii) if the Products and/or the Professional Services have been modified by any individual or company other than Supplier and/or its Group Subsidiaries.

The Supplier and/or its Group Subsidiaries shall defend the Client, or at its sole option settle, any claim by a third party concerning the ownership of the Products(s), excluding Third Party Software, and to pay any final judgment entered against the Client on such third party claim or any settlement with a third party, provided however that the Client:

- (i) notifies the Supplier and/or its Group Subsidiaries without delay of any claim made by a third party;
- (ii) gives the Supplier and/or its Group Subsidiaries exclusive control of the defence and/or settlement;
- (iii) cooperates loyally and fully at its own expense with the Supplier and/or its Group Subsidiaries, in particular by providing all useful elements, information and assistance; and
- (iv) does not take any measure likely to limit the Supplier's and/or its Group Subsidiaries' ability to defend or settle.

If all or part of the Product(s), excluding Third Party Software, is likely to be the subject of an infringement claim by a third party, the Supplier and/or its Group Subsidiaries, at its own expense and at its sole discretion, may:

- (i) either obtain the right for the Client to continue to use the Product(s);
- (ii) replace the Software or the infringing part thereof with an equivalent technical element; or
- (iii) modify the Product(s); or the infringing part thereof with an equivalent non-infringing technical element; or
- (iv) terminate the Agreement and reimburse the fees paid for the period beyond the date of termination.

The provisions set forth in this Article shall constitute the Client's exclusive remedy for any third party claim concerning ownership of the Product(s).

Notwithstanding the warranties which may be granted by the Third Party Vendor(s), the Product(s) and all Professional Services are provided to the Client "as is" to the maximum extent permitted by applicable law.

Except for the representations and warranties expressly set forth in this Agreement, to the extent permitted by applicable law, Supplier and/or its Group Subsidiaries expressly disclaims all warranties, express, implied or otherwise, with respect to the Product(s), the Professional Service(s) and Documentation, including, without limitation, warranties of merchantability, fitness for a particular purpose, accuracy or reliability.

The Supplier and/or its Group Subsidiaries does not warrant that the Product(s) will operate uninterrupted or without delay, or that it will be error-free or free from any other defect. The Client acknowledges that the Product(s) and/or the Professional Service(s) may contain bugs, its content may be inaccurate, and its operation not always smooth.

20. PERSONAL DATA

Both Party shall comply with Data Protection Laws.

If the Supplier and/or its Group Subsidiaries processes Personal Data on behalf of the Client, the Parties shall enter into a data processing agreement in the form set forth under Schedule 2.

21. SECURITY

21.1 Client's IT systems

The Client is solely responsible for implementing and maintaining the security measures of its own IT systems.

21.2 Desktop Product(s)

The Client undertakes that the Desktop Product(s) are installed and hosted on IT systems which comply with best industry security standards.

21.3 Cloud Based Product(s)

The Supplier and/or its Group Subsidiaries undertakes to implement and maintain appropriate technical and organizational security measures in accordance with the good market practice to ensure the security of the Cloud Based Product(s) published by the Supplier and/or its Group Subsidiaries and/or the Professional Service(s).

The security measures implemented by the Supplier and/or its Group Subsidiaries on the platform from which the Cloud Based Product(s) published by the Supplier and/or its Group Subsidiaries and/or the Professional Service(s) may be provided to the Client upon request.

21.4 Login and passwords

The Client is responsible for the use of the Product(s) and/or the Professional Service(s) by the User(s) in accordance with the Agreement.

The Client is solely responsible for the conditions of use of the Product(s) and/or the Professional Service(s), and in particular for the security of Users' logins and passwords enabling Users to access the Product(s) and/or the Professional Service(s).

The Client undertakes:

- (i) to use its best efforts to prevent any unauthorized access to the Product(s), the Professional Service(s) and the Documentation and, should it become aware of any such access or use, the Client undertakes to inform the Supplier and/or its Group Subsidiaries without any delay;
- (ii) not to make the Product(s), the Professional Service(s) and the Documentation accessible to a third party for any reason whatsoever, without the Supplier's and/or its Group Subsidiaries' prior consent;
- (iii) not to infringe the rights of third parties in any way whatsoever when using the Product(s) the Professional Service(s) and the Documentation;
- (iv) not to create a false identity or otherwise attempt to mislead a third party as to the identity, source or origin of any communication;
- (v) not to interfere with, disrupt or attempt to gain unauthorized access to any computer system, server, network or account which it is not authorized to access or to a level beyond its authorization;
- (vi) not to disseminate or transmit any computer virus or malicious program.

21.5 Back-up copies

The Client may make a reasonable number of back-up copies of the Desktop Products, the Professional Service(s) and Documentation for Client's disaster recovery purposes only subject to prior notification to the Supplier and/or its Group Subsidiaries.

The Client undertakes that:

- (i) the back-up copies of the Desktop Products remain under the Client's direct ownership and control;
- (ii) the back-up copies are hosted on IT systems which comply with best industry security standards.

21.6 Warranty

The Client guarantees the Supplier and/or its Group Subsidiaries in the event that the Supplier's and/or its Group Subsidiaries' liability is incurred as a result of the breach of the obligations stipulated in this Article 21.

22. FINANCIAL CONDITIONS

22.1 Invoicing

Invoices shall be issued by the Supplier or by its Group Subsidiaries which provide the Product(s) and/or the Professional Service(s) to the Client.

22.2 Pricing

1. All sums under this Agreement shall be understood in GBP (e.g., £).

The price of the Product(s) published by Third Party Vendors are defined by Third Party Vendors and may be subject to change from time to time.

The price of the Products and/or the Professional Services which shall be supplied by the Supplier and/or its Group Subsidiaries are detailed in the relevant Purchase Order(s). If a price for a Product or a Professional Service has

not been agreed in the Purchase Order, the price in the Supplier's price list effective on the date of order shall apply to the Product or Professional Service in question.

All sums indicated in the Agreement are exclusive of tax. The Client shall bear any taxes that may be associated with the Products and/or the Professional Services, in particular, value-added tax (VAT), customs duties and other government taxes or any other taxes due.

The Client shall reimburse the Supplier and/or its Group Subsidiaries for any expenses incurred for meals, accommodation and transport of the Supplier's and/or its Group Subsidiaries' employees in accordance with country based rules and the Supplier's and/or its Group Subsidiaries' travel policy if the Professional Services are performed by the Supplier and/or its Group Subsidiaries outside its premises at the Client's request. These expenses must be approved in advance by the Client and will be invoiced by the Supplier and/or its Group Subsidiaries.

22.3 Payment

Invoices must be paid within thirty (30) days of their issuance.

In the event of late payment, the Supplier and/or its Group Subsidiaries may charge late payment interest equal to three times the French legal interest rate from the date on which the Client fails to meet the invoice payment date.

22.4 Revision

The prices for recurring charges under the Agreement will be subject to an annual review which is set forth under the Purchase Order(s).

Notwithstanding the foregoing, the Supplier shall be entitled to adjust the recurring charge of a Product or Professional Service by notifying the Client of the change and of the reason of the change in writing at least ninety (90) calendar days before the effective date of the change. Where a price change occurs, the Client and/or its Group Subsidiaries shall be entitled to terminate the relevant Purchase Order for the Product or Professional Service in question on the effective date of the price change by notifying the Supplier thereof in writing at least thirty (30) calendar days before the effective date of the change. In that case the Client and/or its Group Subsidiaries shall also be entitled to terminate the Purchase Order with respect to other Product(s) and/or Professional Service(s) which, due to the above-mentioned termination, can no longer be essentially used for the benefit of the Client and/or its Group Subsidiaries.

22.5 Suspension

In accordance with article 1219 of the French Civil Code, the Supplier and/or its Group Subsidiaries may, in the event of late payment, after sending a formal notice which has remained unsuccessful, suspend the supply of the Products and/or the Professional Services until the Client has paid the unpaid amounts in full, without prejudice to the allocation of damages.

22.6 Imprevison

Neither Party intends to assume the risks of unforeseeability within the meaning of article 1195 of the French Civil Code. The Parties agree that if a change in circumstances unforeseeable at the time of entering into the Agreement

makes the performance of the Agreement excessively onerous for one of the Parties, they shall meet within a period of fifteen (15) days from the written request made by one of the Parties in order to negotiate a revision of the Agreement. Should the Parties fail to reach an agreement, they will agree on the terms of amicable termination of the Agreement. Notwithstanding article 1195 of the French Civil Code, the Parties agree to exclude the possibility of recourse to a judge to revise or terminate the Agreement.

23. LIABILITY

Except in the case of intentional misconduct, neither Party shall be liable to the other Party under this Agreement for any indirect or consequential damages suffered by the other Party (including but not limited to damage to business, loss of revenue, loss of savings or profits suffered by the other Party), regardless of the basis of the action seeking compensation and regardless of whether the Parties were aware that such damages might occur.

To the extent that such exclusion or limitation is not prohibited by applicable law and without prejudice to the indemnities stipulated in this Agreement, the Supplier's and/or its Group Subsidiaries' total and aggregated liability to the Client is limited to a total amount corresponding to the highest amount between £ 50,000 or the amount of fees received by the Supplier's and/or its Group Subsidiaries during the last twelve (12) months preceding the triggering event of liability, for any damage caused arising out of or in connection with this Agreement.

Neither Party excludes or limits its liability to the other Party under this Agreement for any loss, caused as a result of:

- (i) gross negligence or wilful misconduct;
- (ii) fraud, fraudulent misrepresentation or reckless misrepresentation;
- (iii) death or personal injury.

Without prejudice to the limits provided by the law applicable to the Agreement, the Supplier and/or its Group Subsidiaries shall not be held liable for operating limitations or defects in the Products and/or the Professional Services if any of these have been caused by:

- (i) unauthorized conduct by the Client or Users;
- (ii) any use of or access to the Professional Services by the Client or Users which does not comply with the Documentation;
- (iii) a third-party provider or Third Party Software;
- (iv) an event of Force Majeure.

24. INSURANCE

Both Parties shall carry and maintain in force adequate and reasonable insurance cover with a reputable insurer in amounts and subject to terms that are customary for companies of its size in its industry and to the extent commercially reasonably available in its jurisdiction.

Each Party undertakes to provide the other Party with a dated and signed certificate from its insurer upon request.

25. FORCE MAJEURE

Neither Party may be held liable for any delay or non-performance of any of its obligations under the Agreement caused by a Force Majeure event.

The performance of the Agreement will be suspended for as long as one of the Parties is unable to fulfil its obligations due to an event of Force Majeure.

The Party invoking an event of Force Majeure undertakes to notify the other Party as soon as possible and to indicate, as far as possible, the foreseeable duration. Upon notification, the Parties will enter discussions to adopt the most appropriate measures.

Unless otherwise agreed by the Parties, in the event of a case of Force Majeure lasting more than three (3) months, either Party may immediately terminate ipso jure the Agreement.

26. AUDIT

The Supplier and/or its Group Subsidiaries may, at its own expense, audit or have audited the Client's compliance with its obligations under this Agreement, in particular with regard to the conditions of use of the Products, throughout the term of the Agreement.

The Supplier and/or its Group Subsidiaries must notify the Client in writing of its intention to have an audit carried out and inform it of the mission, duration and names of the auditors, subject to a minimum notice period of five (5) business days.

The costs of the audit will be borne by the Supplier and/or its Group Subsidiaries, unless the results of the audit highlight the Client's non-compliance. In this case, the cost of the audit shall be borne by the Client.

27. LABOUR LAW

The Supplier and/or its Group Subsidiaries is and remains the sole employer of the employees assigned to the performance this Agreement.

The Supplier and/or its Group Subsidiaries undertakes to comply with applicable labour law regulations, in particular with regard to the prohibition of concealed work (articles L.8221-3 and L.8221-5 of the French Labor Code) and the employment of foreigners (article L.8251-1 of the French Labor Code), and to use only subcontractors who themselves comply with the aforementioned provisions of the French Labor Code.

The Supplier and/or its Group Subsidiaries undertakes to provide the Client with all documents required to demonstrate compliance with its obligations under this Article.

28. ETHICS

The Supplier and/or its Group Subsidiaries complies with the Code of Ethics and Conduct of its Group <https://monnoyeur.com/wp-content/uploads/monnoyeur-code-of-ethics-and-conduct.pdf>

The Monnoyeur Group, to which the Supplier and/or its Group Subsidiaries belongs, has adopted a "Code of Ethics and Good Conduct", which is available on the following URL address <https://monnoyeur.com/wp-content/uploads/monnoyeur-code-of-ethics-and-conduct.pdf> and has been put in place a "responsible purchasing" policy incorporating in particular the commitments of the United Nations Global Compact to which the Monnoyeur Group is a signatory.

The Client undertakes to conduct its business, as well as its corporate strategy, under conditions compatible with the principles set out in the Code of Ethics and Good Conduct. The Supplier and/or its Group Subsidiaries also commits the Client to respect and promote the ten principles of the United Nations Global Compact in terms of human rights, working conditions, environmental protection and the fight against corruption.

As such, the Client represents and warrants that it respects and enforces, in particular in connection with the performance hereof, national and international treaties, agreements, laws and regulations and the fundamental principles applicable to business ethics (including corruption, conflict of interest, trading in influence, unlawful acquisition of an interest, favoritism, unlawful payments, money laundering and combating terrorism, financial transparency and honesty of information, competition law, public procurement rules, export controls, product regulations and environmental law).

In order to ensure compliance with these principles by the Client, the Client agrees to participate in an assessment of its practices. In the event that the assessment does not reach the required level, the Client must put in place a corrective action plan which will be the subject of an assessment.

The Supplier reserves the right to terminate immediately the Agreement and/or the Purchase Order without need of judicial recourse with the Client who has knowingly and repeatedly breached the Code of Ethics and Good Conduct and/or refused to apply the corrective action plans.

29. ANTI-BRIBERY

The Parties declare and warrant that they will comply with and apply, and ensure that their personnel apply, in particular in the performance of this Agreement with all applicable Anti-Bribery Laws.

Each Party undertakes in particular:

- (i) not offer, give or agree to give to any employee, representative or third party acting on behalf of the other Party, or accept or agree to give to any employee, representative or third party acting on behalf of the other Party, any gift or undue advantage, whether monetary or otherwise, in connection with the negotiation, conclusion or performance of this Agreement;
- (ii) implement and maintain adequate anti-corruption rules or policies and controls to prevent and detect acts of corruption within its organization, whether carried out by its officers, employees, agents, subcontractors, or any other third party acting on its behalf.

Each of the Parties shall have the right to carry out or have carried out controls (which may take the form of documentary requests or on-site audits) of the other Party, in order to verify that the stipulations of this Article are being complied with.

If, at any time during the term of the Agreement, one of the Parties becomes aware or has reasonable grounds to suspect that the other Party is not complying with any applicable Anti-Bribery Laws, it shall immediately notify the other Party in writing. The Parties will meet to determine the measures to be taken in compliance with the regulations, in order to consider the outcome of this Agreement.

The Client acknowledges having read the Code of Ethics and Conduct adopted by Monnoyeur Group and commits to comply with it. The Client will defend, indemnify and hold the Supplier and/or its Group Subsidiaries harmless against any liability arising out of its failure to comply with this Article. The Client's failure to comply with this Article shall constitute a material breach of this Agreement and entitles the Supplier to immediately terminate the Agreement and/or the Purchase Order without need of judicial recourse.

30. EXPORT CONTROLS

The Client acknowledges that the Products and/or the Professional Services may be subject to Export Controls Laws.

The Client shall provide the Supplier with all information reasonably requested by the Supplier to determine whether the supply of any Product and/or Professional Service requires an export license under Export Controls Laws. If the Supplier determines that an export license is required, the Client will cooperate with the Supplier in connection with the license application and will abide by any restrictions contained in the license. The Client shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided by the Supplier and/or its Group Subsidiaries under this Agreement to any country, company, individual, or other party which is ineligible to receive such items under applicable Export Control Laws.

In any event, the Client shall be solely responsible for (i) complying with the Export Controls Laws and (ii) monitoring any modifications to them.

31. GOOD FAITH

In the performance of their obligations under the Agreement, the Parties shall act in accordance with good faith requirements.

32. NON-WAIVER

The failure or omission of any of the Parties hereto to insist, in any instance, upon strict performance by the other Party of any term or provision of the Agreement or to exercise any of its rights hereunder shall not be deemed to be a modification of any term hereof or a waiver or relinquishment of the future performance of any such term or provision by such Party, nor shall such failure or omission constitute a waiver of the right of such Party to insist upon future performance by the other Party of any such term or provision.

33. SEVERABILITY

If any provision of this Agreement is held by a court to be invalid, illegal or unenforceable and can be deleted without altering the essence of this Agreement, the invalid, illegal or unenforceable provision will be severed, and the remaining provisions will remain in full force or effect. If the invalid, illegal or unenforceable provision cannot be deleted without altering the essence of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability (as appropriate).

34. SURVIVAL

All provisions which are intended by their nature to survive performance of the Agreement shall survive the expiry or termination of this Agreement. This applies in particular to Article 16, Article 18 and Article 23.

35. NO AGENCY

The Parties are independent contracting Parties and nothing contained in the Agreement and no action taken pursuant thereto shall be deemed to constitute between the Parties a partnership, association, joint venture or other entity or make any Party the agent of any other.

36. CHANGE OF CONTROL

The Client shall as soon as the Client becomes aware, immediately notify the Supplier and/or its Group Subsidiaries of any circumstances suggesting that a change of control of the Client is planned or in contemplation.

The Supplier and/or its Group Subsidiaries shall have the right to terminate the Agreement with immediate effect in the event of a change of control of the Client.

37. ASSIGNMENT

Both Parties shall not assign, in full or part, of the rights and obligations arising from the Agreement to a third party, except with the prior written approval of the other Party.

38. SUBCONTRACTING

The Client expressly agrees that the Supplier and/or its Group Subsidiaries may use Subcontractors as part of the supply of Products and/or Professional Services under the Agreement.

The Supplier and/or its Group Subsidiaries undertakes to provide the Client upon request with the name of the Subcontractors used as part of the supply of Products and/or Professional Services under the Agreement.

In any event, the Supplier and/or its Group Subsidiaries shall remain fully responsible for the performance of its obligations under this Agreement and shall be solely liable for payments due to its subcontractors.

39. NON-SOLICITATION

The Client shall not, during the term of this Agreement and for a period of two (2) years immediately following expiry or termination of this Agreement solicit, nor attempt to solicit directly or indirectly, the services of any employee or contractor of the Supplier and/or its Group Subsidiaries, without the prior written consent of the Supplier and/or its Group Subsidiaries.

In the event of non-compliance, the Client shall pay to the Supplier and/or its Group Subsidiaries a fixed indemnity equal to the gross salaries actually paid by the Supplier and/or its Group Subsidiaries to the employee or contractor during the twelve (12) months preceding the departure of the person requested.

40. NOTICE

Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by prepaid first class post, or recorded delivery or commercial courier, to each party required to receive the notice or communication.

A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

41. DOMICILIATION

For purposes of this Agreement and unless otherwise stated, the Parties agree to send all correspondence to their counterparty's registered offices.

42. LANGUAGE

The Parties acknowledge having required that the Agreement and all documentation and notices, pursuant hereto or relating directly or indirectly hereto, shall be drawn up in English.

43. ENTIRE AGREEMENT

The provisions of this Agreement constitute the entire agreement between the Client and the Supplier and/or its Group Subsidiaries in relation to their subject matter and, except as otherwise expressly provided, supersede any and all prior agreements, representations, statements, negotiations and undertakings between the Parties relating to such matters.

44. AMENDMENT

No amendment, change, revision or exemption to the terms of the Agreement, in full or in part, shall come into force or become effective unless the subject of the signed written agreement of the Parties.

Any amended or additional change made to the Agreement shall take the form of a rider signed by the Parties.

45. CONCILIATION

In the event of a dispute, the Parties undertake to attempt to reach a settlement before taking any legal action.

To this end, the requesting Party must notify the other Party of the details of the dispute by registered letter with acknowledgement of receipt, setting out the grounds for the dispute.

On receipt of this letter, a conciliation phase will begin, lasting thirty (30) calendar days, during which the Parties will endeavour to resolve the dispute amicably.

At the end of this period, if the Parties have not managed to reach an amicable settlement, either Party may refer the matter to the competent jurisdiction.

46. GOVERNING LAW

This Agreement shall be governed by French law.

French law shall apply to both form and substance, notwithstanding the place of performance of the essential or ancillary obligations.

47. JURISDICTION

In the event of a dispute, it is expressly agreed that the French courts under the jurisdiction of the Court of Appeal of Paris shall have jurisdiction, even if in the event there is more than one defendant or in case of a third party proceedings including in case of urgent proceedings, protective measures, summary proceedings or an ex parte application.

SCHEDULE 1: THIRD PARTY VENDORS

1. Autodesk

a. End user terms

The Product(s) published by Autodesk are subject to the Autodesk's end user terms.

Use of Autodesk products and services requires acceptance of the applicable Autodesk's end user terms available at www.autodesk.com/terms.

The Product(s) published by Autodesk® require authentication and, where applicable, User registration with Autodesk.

b. Delivery

Following receipt of a Purchase Order in accordance with the terms of the Agreement, the Supplier and/or its Group Subsidiaries will contact Autodesk, which will then make the Product(s) concerned available to the Client and/or the Subsidiaries of its Group, via their Autodesk profile or via an e-mail containing a link to be clicked for installation of the Product(s).

Once the Product(s) has been made available, a certificate will be issued by the Supplier and/or its Group Subsidiaries and sent to the Client. The communication of such certificate shall constitute delivery of the Product(s) concerned.

The Parties acknowledge that the terms of delivery of the Product(s) published by Autodesk are determined unilaterally by Autodesk and are therefore subject to change without notice by Autodesk.

2. Bluebeam

The Product(s) published by Bluebeam are subject to the Bluebeam's general terms.

Use of Bluebeam's products and services requires acceptance of the applicable Bluebeam's general terms available at <https://www.bluebeam.com/legal/>.

Bluebeam reserve the right to change, modify or update the general terms at any time

3. Eagle Point

The Product(s) published by Eagle Point are subject to the Eagle Point's subscription license agreement ("SLA").

Use of Eagle Point products requires prior acceptance of the applicable Eagle Point' SLA available at www.eaglepoint.com/terms-conditions.

Terms of Use

The Autodesk Terms of Use include the following:

- [General Terms \(https://www.autodesk.com/company/terms-of-use/en/general-terms\)](https://www.autodesk.com/company/terms-of-use/en/general-terms)
- [Special Terms \(https://www.autodesk.com/company/terms-of-use/en/special-terms\)](https://www.autodesk.com/company/terms-of-use/en/special-terms)
- [Offerings \(https://www.autodesk.com/company/terms-of-use/en/offering-types-and-benefits\)](https://www.autodesk.com/company/terms-of-use/en/offering-types-and-benefits)
- [Success Benefits \(https://www.autodesk.com/company/terms-of-use/en/success-benefits\)](https://www.autodesk.com/company/terms-of-use/en/success-benefits)
- [Acceptable Use \(https://www.autodesk.com/company/terms-of-use/en/acceptable-use\)](https://www.autodesk.com/company/terms-of-use/en/acceptable-use)

General Terms last updated: December 8, 2025

Other tabs above last updated as indicated in that tab

[Learn more > \(https://www.autodesk.com/company/terms-of-use/terms-of-use-changes\)](https://www.autodesk.com/company/terms-of-use/terms-of-use-changes)

General Terms

These Terms apply to your account with Autodesk and to our Offerings and constitute a binding contract between us.

PLEASE NOTE THAT SECTION 17.4 (AUTODESK PARTY, GOVERNING LAW, DISPUTE RESOLUTION) BELOW CONTAINS MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT MAY GOVERN ANY RESOLUTION OF DISPUTES BETWEEN YOU AND AUTODESK. PLEASE READ THESE TERMS (INCLUDING SECTION 17.4) CAREFULLY.

1. Acceptance

By accepting these General Terms during your account registration or subscription process, or by accessing or using our Offerings, you confirm your acceptance of these General Terms and other applicable Terms and your agreement to be a party to this binding contract. If you do not agree to these Terms, you must not access or use our Offerings.

You agree to these Terms on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) or, if there is no company or legal entity, on behalf of yourself as an individual (in either case, “You”). You represent and warrant that you have the right and authority (as well as the capacity—for example, you are of sufficient legal age) to act on behalf of and bind such entity (if any) and yourself. Additional capitalized terms are defined in these Terms, including in Section 18 (Definitions) below.

2. Special Terms

Some Offerings may be subject to special terms set forth in the Special Terms (<https://www.autodesk.com/company/terms-of-use/en/special-terms>) or in the Documentation for the Offerings (“Special Terms”).

You agree to the Special Terms, if any, for an Offering that You subscribe to, access, or use.

3. Return for Refund

For a limited period, if You (a) object to any of these Terms, (b) object to any Autodesk terms of purchase or auto-renewal applicable to the purchase or renewal, or (c) are dissatisfied (for any reason) with the Offering to which You subscribed, You may return the Offering and may qualify for a refund under the Autodesk Return Policy (<https://www.autodesk.com/customer/help?guid=GUID-0D758126-DBBC-4489-8DBF-924977E9DC94#refund-policy>).

4. Your Account

You are responsible for anyone who obtains, accesses, or uses Offerings through You or Your account (including Your Authorized Users) and their compliance with these Terms as though each of them is You. In certain cases, Your Authorized Users may be required to set up individual accounts or agree to applicable terms in order to obtain, access, or use Offerings, but You remain responsible. You also agree to secure and not share user IDs or passwords (except with authorized account administrators). If You suspect unauthorized use of Your account, please contact <https://www.autodesk.com/trust/contact-us> (<https://www.autodesk.com/trust/contact-us>).

5. You Own Your Work

You will retain Your ownership rights to files, designs, models, data sets, images, documents or similar material created by You (or Your Authorized Users) and submitted or uploaded to an Offering by You (or Your Authorized Users).

6. Privacy and Security

Privacy

Autodesk is committed to protecting Your privacy and letting You know what Autodesk will do with Your personal data. Autodesk's [Privacy Statement \(https://www.autodesk.com/company/legal-notice-trademarks/privacy-statement\)](https://www.autodesk.com/company/legal-notice-trademarks/privacy-statement) sets forth how Autodesk may collect, use, store and process personal data of or relating to You, and how You may request access to or deletion of Your personal data.

Autodesk offers a Data Processing Addendum, available on our [Trust Center \(https://www.autodesk.com/trust/privacy\)](https://www.autodesk.com/trust/privacy), which sets forth Autodesk's obligations as a processor for personal data under the General Data Protection Regulation.

Security

Autodesk shall maintain administrative, technical, and physical safeguards designed to protect the security, confidentiality, and availability of Your Content.

7. Offering Term

Each subscription to an Offering is for a fixed, limited time period (the "Offering Term"). The length of the Offering Term will be indicated in the Offering Identification.

Certain subscriptions may renew automatically. If you would like to cancel any automatic renewal, please see [Cancelling Automatic Renewal for Subscriptions \(https://www.autodesk.com/support/account/manage/billing/cancel\)](https://www.autodesk.com/support/account/manage/billing/cancel).

8. Offerings

8.1 Rights to Offerings

For any Offering consisting of Software or a Cloud Service that Autodesk makes available or provides to You, and subject to compliance with these Terms and all payment obligations, including any taxes and other fees, Autodesk grants to You a non-exclusive right to use the Offering (and permit Your Authorized Users to use the Offering) solely (a) during the Offering Term, (b) in

accordance with any applicable Special Terms, and (c) within the scope of Your subscription, including the permitted number, Offering Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification does not specify those attributes, the Offering will have the attributes of a Trial Version.

Except as expressly authorized by these Terms, or as otherwise expressly permitted in writing by Autodesk, You will not: (i) reproduce, modify, adapt, translate, port, or create derivative works of all or any portion of any Offering, except as expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary, or (ii) sublicense, transfer, distribute, transmit, sell, lease, rent, loan, or otherwise make available all or any portion or functionality of any Offering to a third party (whether on a service bureau basis or otherwise).

Any Software (including any Update or Upgrade) that Autodesk makes available or delivers to You is licensed for a limited subscription period, not sold. You may make one archival copy of the Software You subscribed to solely for Your backup and archival purposes for the duration of the Offering Term.

8.2 Access to Software and Cloud Services

Subject to compliance with these Terms, Autodesk will, during the Offering Term, make Offerings available to You through Your account or other electronic means. Autodesk will not be liable for any losses or other liability incurred by You or others due to sending Your account information to an incorrect address. You may be required to log into Your account or provide Autodesk additional information to activate, access, or use an Offering. Some Offerings may cause Your computers or other devices to automatically connect to the internet (intermittently or on a regular basis)—for example, to validate the proper use of Your subscription, provide You with access to services (including third-party services), or download and install Updates or Upgrades, all without further notice to You. You and Your Authorized Users agree to such connection and to validation of Your subscription and to the automatic downloading and installation of Updates and Upgrades. You may not be able to adjust Your Update or Upgrade settings for certain Offerings, including those for which automatic Updates or Upgrades are required for operation or security of the Offering.

During the Offering Term, Autodesk may make available or deliver Updates or Upgrades to Software. You will promptly install any mandatory Updates.

8.3 Autodesk APIs

In connection with an Offering, you may have access to standard application programming interfaces, software development kits, tools, libraries, scripts, sample source code and similar developer material (collectively, “APIs”). Autodesk may monitor Your usage of the APIs to verify compliance with these Terms. Unless otherwise specified in the applicable Special Terms (including Documentation), You may use the APIs only (a) for the Offering for which you have a subscription and/or for which the APIs are provided, (b) during the Offering Term, (c) in accordance with the Special Terms (including Documentation) specific to the APIs, and (d) to develop applications, services, modules, or components solely for Your internal business use. Your use of the APIs for any other purposes, including Your development of commercial software products or services, requires a separate developer license and is only permitted under the Autodesk Platform Services Terms (<https://www.autodesk.com/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/forged-platform-web-services-api-terms-of-service>) via one of the Access Options described in Offerings (<https://www.autodesk.com/company/terms-of-use/en/offering-types-and-benefits>). APIs may not be available in certain geographical areas or languages.

8.4 Use of Third-Party Material and Services

Autodesk may provide You with content, designs, models, data sets, project information, documents, libraries, audio, links, data, applications and other software, services, or other material of a third party (collectively, “Third-Party Material/Services”) in connection with Offerings. Any Third-Party Material/Services may be governed by different terms found in or with such Third-Party Material/Services (for example, in the “About Box,” a .txt file, or accompanying license terms), on a registration page of a third party, or in the Special Terms (including Documentation) for the Offering for which the Third-Party Materials/Services are provided (collectively, “Third-Party Terms”). If there are no Third-Party Terms, Your use will be (a) subject to the same terms as the Offering for which You received the Third-Party Material/Services, (b) solely in connection with Your use of such Offering, and (c) limited to the Offering Term. You take sole responsibility for determining, obtaining and complying with all Third-Party Terms. Autodesk will have no responsibility for, and makes no representations or warranties regarding, (i) any Third-Party Material/Services or Your use of Third-Party Material/Services, and (ii) any Third-Party Terms or Your compliance with such Third-Party Terms.

8.5 Use of Your Content

In order for You to access or use certain Offerings, or for Autodesk to provide You with certain services, You may wish to upload or otherwise share Your Content. Autodesk personnel will not use Your Content except (a) at Your request, or with Your consent; (b) in connection with providing and improving Offerings (including maintaining, securing, updating, or otherwise modifying Offerings); or (c) in connection with legal obligations, enforcement, investigations, or proceedings. ()Autodesk may block or remove Your Content for any reason, including non-compliance with these Terms. When You provide or make accessible Your Content, You authorize Autodesk and its designees to use, reproduce, modify, distribute and make available Your Content in connection with providing You with Offerings and the other activities contemplated by these Terms.

You are responsible for ensuring that (i) Your Content and its use with any Offering comply with all applicable laws and regulations and these Terms, (ii) Your Content will not infringe or misappropriate any intellectual property or proprietary rights of any person, and (iii) You secure backup copies of Your Content at all times. You acknowledge that online services may suffer disruptions or outages, and You may not be able to retrieve Your Content as a result.

You will indemnify and hold harmless (and, at Autodesk’s request, defend) Autodesk against any and all losses, liabilities, expenses (including reasonable attorneys’ fees) suffered or incurred by Autodesk by reason of any claim, suit or proceeding arising out of or relating to (1) Your Content; (2) Your (including Your Authorized Users’) use of Offerings, including any Output or other results produced by such use; and (3) Your (including Your Authorized Users’) breach of these Terms (including any Additional Agreement, Special Terms, or other applicable terms).

8.6 Collaboration and Sharing of Your Content

Some Offerings permit You to collaborate with others, including sharing or publishing Your Content. If You choose to share or publish Your Content, others may be able to use, sell, reproduce, modify, distribute, make available, display, transmit and communicate Your Content, and suspending or terminating access will not delete or inhibit access to any of Your Content that was earlier shared or published. If You do not want others to have any such access or any of those rights, do not use the sharing, publishing, or other collaboration features of the Offerings and set Your permissions accordingly. Keep in mind that forums and galleries may be public, and submissions are generally public.

An Offering may feature links to Third-Party Material/Services. Such links are provided as a convenience to You. Autodesk does not monitor or control what such third parties will do with Your Content. You are responsible for ensuring the appropriate level of access to Your Content by any

third party. If You authorize any of Your Content to be shared with any third party, Autodesk may make Your Content available to such third party; Autodesk will, however, have no responsibility or liability for the actions of such third party.

9. Trial Versions

Autodesk may make available or deliver Offerings (or features of an Offering) described as “not for resale,” “free,” “evaluation,” “trial,” “pre-release,” “beta,” or another similar designation (collectively, “Trial Versions”). Except as expressly set forth in the Documentation for the Trial Version or applicable Special Terms, (a) you may access or use the Trial Version only for a period of 30 days from download or receipt, (b) Your use will be limited to non-commercial evaluation purposes, (c) the use of a Trial Version will be only by You as an individual or, if You are an entity, by one named employee, and (d) the Trial Version may only be used within the Territory where You acquired the Offering. Notwithstanding any other provisions in these Terms, (i) Autodesk makes no commitments with respect to Trial Versions, including any commitment to continue any Trial Version or to convert any Trial Version into an Offering; (ii) Autodesk constantly conducts research to improve our Offerings and makes no commitment that such research will be commercially released in an Offering; and (iii) Trial Versions may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. Subscriptions to Trial Versions do not include subscription Benefits, and Autodesk reserves the right, without any further notice, to end any Trial Versions at any time.

10. Feedback

If You provide Autodesk with ideas for improvement, suggestions, or other feedback (collectively, “Feedback”), You hereby grant to Autodesk a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise exploit the Feedback and any Offerings using the Feedback.

11. Limitations on Use

11.1 Offerings are tools

The Offerings are tools and are intended only to assist You with Your design, analysis, simulation, estimation, testing and other activities and are not a substitute for Your professional judgment or Your own independent design, analysis, simulation, estimation, testing, or other activities, including, for example, those with respect to product stress, safety and utility. You acknowledge that the Offerings may not have been designed or tested for Your specific use, and the Offerings and Output may not achieve the results You desire within Your constraints. It is Your responsibility to (a) determine whether the use of an Offering is appropriate for Your purposes, (b) determine the appropriate use for the Offerings, and (c) select the Offerings and other computer programs and materials, in each case to help achieve Your intended results or Output. You acknowledge that as between You and Autodesk, You are solely responsible for (i) Your (including Your Authorized

Users') use of the Offerings and any results produced by the Offerings, including any Output, and (ii) establishing the adequacy of independent procedures for testing the reliability, safety, accuracy, completeness, compliance with applicable legal requirements and industry standards, and other characteristics of any Output, including insights, recommendations, and all items designed with the assistance of the Offerings. Autodesk will not be responsible or liable in any manner whatsoever for the results obtained through use of the Offerings, including any Output.

11.2 Offerings Not Designed for Sensitive Personal Data

The data storage functionality associated with Offerings is NOT suitable for the storage of Social Security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information, or health insurance information; data about personal characteristics or other personal data, such as race or ethnic origin, religion or philosophical beliefs, political affiliation or opinions, genetic or biometric data, sexual orientation, or trade union membership; or other information that may expose, or pose a risk of harm to, an individual if improperly disclosed or used (collectively, "Sensitive Personal Data"). Except as expressly required by Autodesk (for example, a credit card number used to purchase a subscription), You will not upload or otherwise make available to Autodesk any Sensitive Personal Data, including any files containing Sensitive Personal Data, in connection with Your use of any Offering.

11.3 Acceptable Use of Offerings

You will access and use (and permit access to and use of) Offerings only in compliance with the Acceptable Use Policy (<https://www.autodesk.com/company/terms-of-use/en/acceptable-use>) and all applicable laws.

12. Confidentiality

You or Autodesk (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party") in connection with these Terms. The Receiving Party will use the same degree of care as to the Disclosing Party's Confidential Information that it uses to protect its own confidential information of like kind (but in no event less than reasonable care) and will (a) use the Confidential Information of the Disclosing Party only in connection with Offerings, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to the Confidential Information of the Disclosing Party to those of its employees, consultants, contractors, service providers, professional advisors and other individuals who need such access for purposes related to Offerings and who are subject to confidentiality obligations with the Receiving Party no less stringent than those in these Terms. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so. The Receiving Party will give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure. Autodesk may also disclose Your Confidential Information to comply with any governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving Autodesk, or at Your request. If disclosure is made at Your request, You may be responsible for the costs of compiling and providing access to Your Confidential Information.

13. Autodesk Proprietary Rights

You acknowledge and agree that Autodesk and its licensors and suppliers will have ownership of and all rights with respect to (a) the Offerings, Documentation, APIs, and other information or material made available to You by Autodesk, including any copies of the foregoing, (b) any materials or other information based on, derived from, or otherwise using any of the foregoing (including Metrics), and (c) all rights under trade secrets, copyrights, trademarks, patents, and any other intellectual property or proprietary rights relating to any of the foregoing. The structure and organization, the underlying algorithms and other internals, the protocols, data structures and other externals, and the source code of the Offerings and the APIs constitute proprietary and confidential information of Autodesk, and You will not disclose such information to third parties, or use such information for any purpose other than as required for ordinary-course access to and use of the Offerings as set forth in these Terms, without Autodesk's prior written consent. You will not access or attempt to access the Offerings by any means other than the interface Autodesk provides or authorizes. You will not engage in any decompiling, disassembling, or other reverse engineering, or otherwise attempt to discover, learn, or study the structure or organization, underlying algorithms or other internals, protocols, data structures or other externals, or the source code of the Offerings or APIs, except as expressly permitted under applicable law notwithstanding a contractual prohibition to the contrary. Autodesk may make available or provide access to other confidential and proprietary information (either marked as such or understood to be such under the circumstances) to enable Your access or use of the Offerings, and any such information will be deemed to be Autodesk Confidential Information.

You have only the rights expressly granted to You under these Terms (including the Special Terms). All rights not expressly granted are reserved by Autodesk and its licensors and suppliers; Autodesk and its licensors and suppliers expressly disclaim (and You agree not to assert) any other rights.

You will not take any action, or authorize, encourage, or assist any third party to take any action, inconsistent with this Section 13.

14. Limited Warranty, Disclaimers, Limitations on Liability

14.1 Limited Warranty

Autodesk warrants that, for any paid subscription, as of the date on which the subscribed-for Offering is made available to You and for 90 days thereafter or, if the Offering Term is shorter, such shorter period ("Warranty Period"), the Offering will provide the general features and functions described in the end-user Documentation for the Offering. Autodesk's entire obligation and liability, and Your sole and exclusive remedy, for Autodesk's breach of this warranty will be for Autodesk, at its option, (a) to attempt reasonably to remedy the breach or (b) to refund the amounts received for the affected subscription and terminate such subscription. You will bring any warranty claim for any Offering within its applicable Warranty Period, and any warranty claims You bring after such Warranty Period will be excluded.

14.2 Disclaimers

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 14.1 (LIMITED WARRANTY) ABOVE, AND ANY EXPRESS WARRANTIES SET FORTH AS SUCH IN ANY ADDITIONAL AGREEMENT OR SPECIAL TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (a) THE OFFERINGS (INCLUDING ANY RELATED SOFTWARE, CLOUD SERVICE, DOCUMENTATION, APIS, OR OTHER MATERIALS) ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND WITHOUT WARRANTY OR CONDITION OF ANY KIND AND (b) AUTODESK AND ITS LICENSORS AND SUPPLIERS MAKE, AND YOU RECEIVE, NO WARRANTIES, REPRESENTATIONS, CONDITIONS, OR COMMITMENTS OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO ANY OF THE OFFERINGS OR ANY OUTPUT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY

QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR QUIET ENJOYMENT, ANY WARRANTIES OR CONDITIONS IMPLIED BY STATUTE, OR ANY WARRANTIES OR CONDITIONS BASED ON A COURSE OF DEALING, USAGE OF TRADE OR INDUSTRY STANDARDS. Any statements by Autodesk or its third-party agents, representatives, or service providers about the Offerings (including any statements about their functionality or performance) or Output, or other communications with You (including any insights, recommendations, guidance, assessments, projections, estimates or opinions), that are not contained in these Terms (including any Additional Agreement or Special Terms) are for information purposes only and do not constitute a warranty, representation, condition, or other commitment. Without limiting the generality of the foregoing, Autodesk and its licensors and suppliers do not warrant or otherwise commit that (i) the Offerings or Output, or Your access thereto or use thereof, will be available, uninterrupted, timely, error-free, secure, accurate, reliable, or complete, (ii) the Offerings will meet any particular performance, availability or service-level criteria, (iii) Your Content will not be lost or damaged, or (iv) errors or defects will be corrected or any particular support requests will be resolved to meet Your needs or expectations. Also, for clarity, (1) any reference to “unlimited” access, use, storage, or otherwise with respect to an Offering is subject to the technical limitations of the Offering, and (2) some Offerings or functionality may not be available in all locations (including the Territory) or languages.

14.3 Limitations on Liability

NEITHER AUTODESK NOR ANY OF ITS LICENSORS OR SUPPLIERS WILL HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOSS OF PROFITS OR REVENUE; BUSINESS INTERRUPTION OR LOSS OF USE; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER; FAILURE OF, OR DEFECTS IN, THE OUTPUT; LOSS, CORRUPTION, OR DELETION OF (OR FAILURE TO DELETE) DATA OR YOUR CONTENT; OR DAMAGES RESULTING FROM FORCE MAJEURE. THE AGGREGATE LIABILITY OF AUTODESK AND ITS LICENSORS AND SUPPLIERS WITH RESPECT TO ANY OFFERING OR OUTPUT THEREOF WILL IN NO EVENT EXCEED THE GREATER OF (a) THE AMOUNT PAID OR PAYABLE BY YOU FOR THE OFFERING IN THE ONE-YEAR PERIOD BEFORE THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE LIABILITY FIRST OCCURRED, OR (b) US\$1000. YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS CONSTITUTE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN YOU AND AUTODESK, AND THAT AUTODESK WOULD NOT HAVE PROVIDED THE OFFERINGS TO YOU WITHOUT YOUR AGREEMENT TO EACH OF THESE TERMS. THE LIMITATIONS ON LIABILITY IN THESE TERMS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNIFICATION, RECOURSE, STATUTE, OR OTHERWISE, AND EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

NOTHING IN THESE TERMS RESTRICTS OR EXCLUDES AUTODESK’S LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY AUTODESK’S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR (ii) YOUR DAMAGES OR LOSSES CAUSED BY AUTODESK’S FRAUD. ALSO, AUTODESK DOES NOT SEEK TO LIMIT YOUR WARRANTIES, YOUR OTHER RIGHTS AND REMEDIES, OR THE LIABILITY OF AUTODESK FOR DAMAGES OR LOSSES TO THE EXTENT THE LIMITS ARE NOT PERMITTED BY APPLICABLE LAW (SUCH AS STATUTORY WARRANTIES, CONDITIONS, REMEDIES, OR LIABILITIES THAT CANNOT BE EXCLUDED BY APPLICABLE LAW). THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION, INCLUDING LEGAL RIGHTS DESCRIBED IN SECTION 19 (COUNTRY/JURISDICTION-SPECIFIC TERMS) BELOW.

15. Indemnity

Subject to these Terms, Autodesk will defend You against any claim brought against You by a third party alleging that any Covered Offering infringes such third party's patent, copyright, trademark, or trade secret rights ("IP Claim"), and Autodesk will pay damages finally awarded against You (or any settlement amount agreed to in writing by Autodesk) as a result of the IP Claim, provided You (a) promptly notify Autodesk of the IP Claim, (b) give Autodesk sole control of the defense and settlement of the IP Claim, and (c) promptly provide Autodesk with any assistance and cooperation requested by Autodesk in connection with the defense and settlement. These defense and payment obligations do not apply if (i) the IP Claim arises from, or is based on, the use or combination of the Covered Offering with any software, hardware, data, material, or service not provided by Autodesk, (ii) the IP Claim covers any method or process not fully embodied in the Covered Offering, (iii) there is available an Update or Upgrade that avoids the infringement alleged in the IP Claim, or (iv) You have been in breach of these Terms. If Autodesk receives information about an infringement claim related to any Offering, Autodesk may, in its discretion, (1) modify or replace the Offering, (2) obtain a license for Your continued use of the Offering, and/or (3) terminate Your subscription for the Offering and refund any prepaid fees covering the remainder of the Offering Term of the terminated subscription. This Section 15 states Autodesk's sole obligations and Your exclusive remedy for any infringement of any third-party intellectual property rights.

16. Term, Termination, Suspension

These Terms become effective on the first date accepted in accordance with Section 1 (Acceptance) above and continue in effect indefinitely unless terminated in accordance with the provisions of these Terms, including this Section 16.

16.1 Your Right to Terminate

You may terminate Your subscriptions and these Terms if Autodesk is in material breach of these Terms and fails to cure such breach within 30 days after written notice of the breach.

16.2 Autodesk's Right to Terminate or Suspend a Subscription or Account

Autodesk may terminate (or disable or suspend Your access to and use of) any or all of Your subscriptions or other Offerings, or terminate these Terms and Your account, if (a) You have no current paid subscriptions; (b) You have failed to timely pay any amounts (including fees and taxes) owing to Autodesk; (c) You (including any of Your Authorized Users) are otherwise in material breach of these Terms and fail to cure such breach within 30 days after written notice of the breach; or (d) You become subject to bankruptcy or insolvency proceedings, become insolvent, make an arrangement with or affecting Your creditors (including an assignment for the benefit of creditor) or commence a process of liquidation. These Terms will automatically terminate without further notice or action by Autodesk if You go into liquidation. Autodesk may also immediately disable or suspend Your access to and use of Offerings and Your Content if Autodesk believes in good faith that Your (or Your Authorized Users') conduct or failure to act, or Your Content, may (i) pose a security risk, constitute illegal activity, or otherwise adversely impact Offerings, systems, or other users, (ii) constitute or enable tampering with, removing, disabling or otherwise limiting the effectiveness of any technical protections, or (iii) subject Autodesk, or its suppliers, resellers, distributors, users, or any similar third parties, to liability.

16.3 Effect of Termination of Subscription

Upon expiration or termination of a subscription or other Offering for any reason, Your rights with respect to that Offering, including any related Software license, Cloud Service access, and Benefits, will end. At that time, You will stop all access to and use of the Offering and uninstall any and all copies of materials related to such Offering (including any related Software, Documentation, APIs, or other material from Autodesk). In addition, at Autodesk's request, You will destroy any such copies or return them to Autodesk or the party from which You acquired the Offering. You will retain proof that You returned or destroyed all such copies. In connection with the expiration or termination of a subscription, (a) as a convenience to You for some Cloud Services, Autodesk may provide You with a brief period (for example, 30 days) in which You may retrieve Your Content after expiration or termination of the Cloud Services, if You are in compliance with these Terms and pay the applicable fees, if any (for example, Autodesk's then-current professional services fees for any assistance Autodesk provides), and (b) otherwise, Autodesk may delete, without notice, any or all of Your Content, including backup and other copies thereof.

16.4 Effect of Termination of Terms or Account

Upon any termination of these Terms for any reason, (a) Your account and Your subscriptions and other Offerings, including those of Your Authorized Users, will immediately terminate, and (b) the effects described above with respect to expiration or termination of a subscription or other Offering will apply to all subscriptions and other Offerings attached to Your account. Your payment obligations, Your responsibility for anyone who obtains, accesses, or uses Offerings through You or Your account (including Your Authorized Users) (including the responsibility described in Section 4 (Your Account)), and the following sections of these General Terms will survive termination for any reason: Section 5 (You Own Your Work); Section 8.3 (Autodesk APIs); Section 8.4 (Use of Third-Party Material and Services); Section 8.5 (Use of Your Content); Section 8.6 (Collaboration and Sharing of Your Content); Section 10 (Feedback); Section 11 (Limitations on Use); Section 12 (Confidentiality); Section 13 (Autodesk Proprietary Rights); Section 14.2 (Disclaimers); Section 14.3 (Limitations on Liability); Section 16.3 (Effect of Termination of Subscription); this Section 16.4; Section 17 (Miscellaneous), including Section 17.4 (Autodesk Party, Governing Law, Dispute Resolution); Section 18 (Definitions); and Section 19 (Country/Jurisdiction-Specific Terms).

17. Miscellaneous

17.1 Changes to the Offerings

Autodesk reserves the right from time to time to (a) modify, discontinue, or substitute an Offering (including any Benefits, features, functionality, or supporting services related to the Offering), or (b) add or modify license keys, authorizations or other means of controlling or measuring access to or use of the Offerings. Autodesk will endeavor to notify You of any major changes to an Offering in the applicable release notes or other Documentation for the Offering.

17.2 Changes to Terms

To the maximum extent permitted by applicable law, Autodesk reserves the right from time to time to (and You acknowledge that Autodesk may) modify these Terms. Autodesk will endeavor to notify You of any changes to these Terms ("Terms Modification Notice"), including by posting to this site. It is your responsibility to regularly check this site for updates, including Terms Modification Notices. Except as otherwise expressly set forth in these Terms, if any modification to the Terms has a material adverse effect on You and You do not agree to the modification, You may reject the modification by notifying Autodesk of the rejection within 30 days of the Terms Modification Notice. If You reject a modification under these circumstances, (a) Your access to and use of any

Offerings affected by the modification will continue to be governed by the terms in effect immediately before the modification (except to the extent the modification was made for security, privacy, or legal compliance reasons, in which case the modification will be effective immediately) until the earlier of (i) the end of the applicable Offering Term, or (ii) 180 days after the Terms Modification Notice; and (b) Your rights to such Offerings, including any related subscription Benefits, will then terminate. In the event of such a termination by You, Autodesk (or the party from whom You purchased Your subscription) will refund the prorated portion of any prepaid fees applicable to the remaining Offering Term of Your subscription for the affected Offerings after the effective date of termination. In any event, if any subscription is renewed or extended, it will be under the then-current Terms. Notices by You or Autodesk will be provided as set forth below, except that You may also provide Your notice of rejection via email (within the 30-day period described above) to the following email address Terms.Modification.Rejection@autodesk.com (mailto:Terms.Modification.Rejection@autodesk.com), or in any other manner specified in the Terms Modification Notice.

Notwithstanding the forgoing, if the Special Terms, Offering Types and Benefits, or other policies include different terms or procedures for modification thereof, modification may, at Autodesk’s option, be handled as described therein.

You acknowledge that Your commitments with respect to the Offerings and subscription Benefits are not contingent on delivery of future features or functionality (or oral or written statements about future features or functionality).

17.3 Language of Terms, Interpretation

The English language version of these Terms will be the version used when interpreting or construing these Terms, and any notices or other communications in connection with these Terms will be provided in the English language. Any reference in these Terms to “days” are to calendar days unless otherwise specified. The words “including” and “for example” or “e.g.,” and words of similar import, are not limiting or exclusive and will be deemed followed by “without limitation,” whether or not such language is included. Section and other headings are for ease of reference only and are not to be used to interpret the meaning of any provision. Any rights and remedies provided for in these Terms are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under applicable law.

17.4 Autodesk Party, Governing Law, Dispute Resolution

(a) General

Depending on where Your principal place of business is (or, if You are an individual, where You are resident), these Terms are between You and the Autodesk Party set out below. The governing law for these Terms, including any rights, obligations and claims of the parties, will be as specified below. Similarly, any dispute or claim arising out of or relating to these Terms, including the breach, performance, termination, enforcement, interpretation, or validity of these Terms (and whether under contract, tort, including strict liability, competition law, or otherwise), and including the determination of the scope or applicability of the dispute resolution provisions of these Terms, will be finally determined under the law, in the location and by the dispute resolution process specified below (except as may be specified in Section 19 (Country/Jurisdiction-Specific Terms) below.

Your principal place of business (or, if You	References to “Autodesk Party” means the following Autodesk entity:	Governing law is:	Exclusive jurisdiction/forum for dispute resolution:
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are an individual, the place of Your residency)			
United States and Canada	Autodesk, Inc., a Delaware corporation	(i) State of California, and (ii) to the extent controlling, federal laws of the United States	Arbitration administered by ADR Services, Inc. (“ADR Services”), pursuant to Section 17.4(b) below and (to the extent not inconsistent with such section) in accordance with the arbitration rules of ADR Services as in effect when the notice of arbitration is submitted. The seat of the arbitration will be San Francisco.
Mainland China, Hong Kong, and Macau	Autodesk, Inc., a Delaware corporation	Singapore	Arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC as in effect when the notice of arbitration is submitted. The seat of the arbitration will be Singapore.
Australia	Autodesk, Inc., a Delaware corporation	(i) State of New South Wales, and (ii) to the extent controlling, federal laws of Australia	Courts of New South Wales
Asia, Oceania, and the Asia-Pacific region, other than Mainland China, Hong Kong, Macau and Australia	Autodesk, Inc., a Delaware corporation	Singapore	Courts of Singapore

Europe, the Middle East, and Africa	Autodesk Ireland Operations Unlimited Company, an Irish company	Ireland	Courts of Ireland
Worldwide (unless in a country or region described above), including Mexico, South America, Central America, Caribbean region, and Antarctica	Autodesk, Inc., a Delaware corporation	(i) State of California, and (ii) to the extent controlling, federal laws of the United States	(i) United States District Court for the Northern District of California in San Francisco or (ii) courts of the State of California, County of San Francisco.

(b) Binding Arbitration and Dispute Resolution for United States and Canada

If Your principal place of business (or, if You are an individual, Your residence) is in the United States or Canada, the following informal dispute resolution and binding arbitration provisions apply to You:

(i) Informal Dispute Resolution and Binding Arbitration

Autodesk seeks to resolve any claim or dispute (“Claim”) informally. If You or Autodesk have a Claim arising out of or relating to an Offering or these Terms, You and Autodesk will first seek to resolve the Claim informally by providing notice of the Claim in the manner described below for Notices and cooperating with the other party to try to address the matter amicably. If the Claim is not resolved through informal dispute resolution within 30 days after receipt of the notice of a Claim, either party may proceed with formal dispute resolution.

You and Autodesk agree to binding individual arbitration of any Claim arising out of or relating to an Offering or these Terms and waive any right to go to court and have a trial in front of a judge or jury. The United States Federal Arbitration Act, including its procedural provisions, and not state law, governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be conducted by ADR Services pursuant to its rules and as set forth in this Section 17.4. To commence arbitration, a party must send a written demand for arbitration that describes the Claim and request for relief with the details required by the ADR Services rules (“Demand”). Any Demand from You to Autodesk must be sent to Autodesk, Inc., The Landmark @ One Market, Suite 400, San Francisco, California 94105 USA, Attention: Chief Legal Officer. Any Demand from Autodesk to You must be sent to the address You provided during the informal dispute-resolution process described above or, if no address was provided, sent as described in Section 17.11 (Notices) below.

(ii) Fees for Binding Arbitration

Payment of all arbitrator fees will be governed by the ADR Services rules, except to the extent that any fees (including attorneys' fees) and costs paid by either party are reallocated upon order of the arbitrator following a determination that (1) You or Autodesk breached any of the provisions of this Section 17.4, (2) the substance of Your or Autodesk's Claim or the relief sought by You or Autodesk was frivolous or brought for an improper purpose, or (3) reallocation is otherwise permitted under applicable law. If Autodesk brings a Claim against You, Autodesk will pay all ADR Services fees associated with the Claim. If You bring a Claim against Autodesk, You and Autodesk will split those fees evenly. Further, if the arbitrator determines that You are unable to pay any part of those ADR Services fees, Autodesk will pay them for You.

(iii) Mass Filings

If You bring a Claim against Autodesk that is similar to the Claims of at least 24 other customers or users, or if You and at least 24 other customers or users with Claims against Autodesk are represented by the same lawyers or by lawyers who are coordinating with each other (in either case, a "Mass Filing"), you and Autodesk agree to the following protocol:

ADR Services will randomly assign sequential numbers to each of the Claims included in a Mass Filing, after which the Claims numbered 1-10 will be designated the "Initial Test Cases" and will proceed to arbitration. The filing fees will be paid only for the Initial Test Cases; for all other Claims, the filing fees (together with any arbitrator consideration of the other Claims) will be held in abeyance, and neither You nor Autodesk will be required to pay any such filing fees. The arbitrator will render a final award for the Initial Test Cases within 180 days after the initial pre-hearing conference, unless such period is extended by the arbitrator. Thereafter, the results of the Initial Test Cases will be given to a mediator, and such mediator and the parties will have 90 days from the mediator's appointment (the "Mediation Period") to agree on a resolution or substantive methodology for resolving the remaining Claims. If the parties are unable to resolve the remaining Claims during the Mediation Period, either party may choose to opt out of the binding arbitration process and proceed in court with the remaining Claims. Notice of any opt-out must be provided in writing within 60 days after the close of the Mediation Period. Absent notice of an opt-out, the remaining Claims will be arbitrated individually in the order determined by the sequential numbers assigned to the Claims in the Mass Filing. Filing fees for each Claim will be due upon commencement of the arbitration of such Claim.

(iv) Determination of Arbitrability, Enforcement of Rights

The arbitrator will have the right to determine the arbitrability of any Claim.

Notwithstanding the foregoing arbitration provision, each party may enforce its, or its licensors', patent, copyright, or trademark rights in any court of competent jurisdiction.

(c) Waiver of Class or Consolidated Actions

All Claims arising out of, or relating to, an Offering or these Terms must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

(d) Injunctive and Other Equitable Relief

Notwithstanding any other provisions of these Terms, if a Claim is subject to resolution in the specified court or courts under Section 17.4(a) (General) above, Autodesk may apply for injunctive relief and other equitable remedies (or their equivalent) in any jurisdiction or forum, including any available court. If a Claim is subject to arbitration, either party may apply to a court of competent jurisdiction for interim measures necessary to preserve the parties' rights, including pre-arbitration attachments or injunctions, and any such request will not be deemed incompatible with, or a waiver of, the agreement to arbitrate.

17.5 Force Majeure

Neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, pandemic, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts or orders of civil and government authorities and severe weather (“Force Majeure”). The affected party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

17.6 Export

When You obtain, access or use an Offering, You will comply with the export control and international trade laws and regulations of the United States and of any other country whose laws apply to You or Your Content. You will not access or use any Offering from within a U.S. sanctioned location or if You appear on any U.S. government restricted parties list. You will obtain U.S. government and any other required authorization before You obtain, access or use, or allow any person or entity to obtain, access or use, any Offering for a U.S.-restricted end use. Restricted end uses include work on nuclear, chemical or biological weapons or on missile systems capable of delivering them. You may not upload or otherwise provide Autodesk with any content or materials (including Your Content) that constitute classified information or that are subject to the International Traffic in Arms Regulations (“ITAR”) or its foreign counterparts. You may not upload or otherwise provide Autodesk with any content or materials that cannot legally be transferred from Your location to the United States or from the United States to Your location. You are solely responsible for compliance with all export control requirements applicable to Your Content and You may not use any Offering to make Your Content or any other content or materials available to any country, entity or other party that cannot legally receive them under U.S. and other applicable law. Autodesk reserves the right to suspend or terminate Your Offerings for failure to comply with requests for additional export control related assurances or if Autodesk determines in its sole discretion that sanctions and/or export control related laws and regulations restrict the provision of products, services and/or other financial benefit.

17.7 Government

This Section 17.7 applies if You are a United States federal or other Governmental Entity. The Offerings are “commercial computer software” as defined at 48 C.F.R. § 2.101 and 48 C.F.R. § 252.227-7014(a)(1) and as the term is used in 48 C.F.R. §§ 12.212 and 227.7202, and, where services, are “commercial services” as defined in 48 C.F.R. § 2.101. The Offerings and related Documentation are provided to You and your Authorized Users, for use by You or on Your behalf, subject to these Terms and with only those rights as are granted to all other Autodesk customers and their Authorized Users pursuant to these Terms. These Terms apply to Governmental Entity customers and Authorized Users except to the limited extent You are prohibited by the laws of Your jurisdiction from accepting any provisions of these Terms. If and to the extent any provision of these Terms is so prohibited, such provision will be deemed modified only to the extent reasonably necessary to conform to applicable law but to give maximum effect to the provision as written.

17.8 Verification of Compliance

Autodesk reserves the right to verify Your compliance with these Terms and may, at its discretion, do so by providing you with a report regarding Your noncompliant use of Offerings and/or by conducting a remote or on-site audit (any such action, a “Verification”).

If a remote or on-site audit is required, Autodesk or its representative will provide You electronic written notification. You must use an Autodesk-approved tool to gather information from all devices accessing Your Offerings and obtain any necessary access and consent from Your Authorized Users. Within 15 calendar days of audit notification, You must submit Your audit results to the notifying party. Audit results must include machine IDs, serial numbers, Autodesk IDs, NT/Windows username, device ID and other information relating to Your Offerings.

If, through a Verification, Autodesk determines You are in violation of these Terms, You must immediately purchase new Offerings at least equal to the total of the value of the identified noncompliance and Autodesk's reasonable costs to complete the Verification.

Failure to comply with this Section 17.8 is a material breach of these Terms. Autodesk reserves the right to suspend and/or terminate Your access to Offerings as set forth in Section 16.2 (Autodesk's Right to Terminate or Suspend a Subscription or Account) above, as well as to seek any other remedies available at law or in equity as set forth in Section 17.4 (Autodesk Party, Governing Law, Dispute Resolution) above.

17.9 Assignment

You may not assign or otherwise transfer these Terms or Your rights or obligations under these Terms (whether by operation of law or otherwise) without Autodesk's prior written consent, and Autodesk may terminate these Terms (including Your rights under these Terms) if You are acquired by, or come to be controlled by, any other person or entity (whether by acquisition of shares, merger, or other transaction) without such written consent of Autodesk. Autodesk may assign or otherwise transfer these Terms (without Your consent or notice to You) as part of a reorganization, merger, sale of assets or other transaction that involves all or a portion of the Offerings or related business.

17.10 Severability

If and to the extent any provision of these Terms is held unenforceable under applicable law, (a) such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in these Terms, and (b) such provision will be ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability in any other jurisdiction.

17.11 Notices

Any notices by You to Autodesk will be sent by postal mail or delivery service to Autodesk, Inc., The Landmark @ One Market, Ste. 400, San Francisco, CA 94105 USA, Attention: Chief Legal Officer. Such notices will be effective when received by Autodesk.

Except as otherwise expressly stated in these Terms (including any Additional Agreement or Special Terms), any notices by Autodesk to You will be provided (a) by email to the registered email address associated with Your account, (b) by posting to Your account, (c) by posting within an Offering (for example, through an in-Offering notification function or sign-in notification), (d) by postal mail or delivery service to the address associated with Your account, or (e) in any other manner deemed reasonable by Autodesk that involves specific notification to You. Notices from Autodesk to You will, (i) in the case of notices by email, be effective one day after being sent and (ii) in the case of other notices, five days after being posted or sent. You hereby agree to service of process being effected on You by registered mail sent to the address set forth on Your Customer Information Form (or, if no Customer Information Form has been provided, Your last address known by Autodesk) if so permitted by applicable law.

17.12 Entire Agreement, No Waiver

These Terms, including any Additional Agreement and any Special Terms (which are incorporated by reference in these Terms), constitute the entire agreement between You and Autodesk (and merge and supersede any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings) with respect to the subject matter hereof. Any access to or use of an Offering is expressly conditioned on the application of these Terms, and any other terms are expressly rejected.

If there is any conflict between these General Terms and any Special Terms, the Special Terms will control in relation to their subject matter. If there is any conflict between these General Terms or the Special Terms and the Additional Agreement, the Additional Agreement will control in relation to its subject matter to the extent set forth in the Additional Agreement.

Failure to enforce or exercise any provision of these Terms is not a waiver of such provision, unless such waiver is specified in writing and signed by the party against which the waiver is asserted.

17.13 DMCA

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If You believe in good faith that materials made available by or through Autodesk infringe Your copyright, You (or Your agent) may send Autodesk a notice requesting that Autodesk remove the material or block access to it. If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send Autodesk a counter-notice. Notices and counter-notices are required to meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> (<http://www.copyright.gov/>) for details. Notices and counter-notices should be sent to:

Copyright Agent
Autodesk, Inc.

The Landmark @
One Market, Ste. 400
San Francisco, CA 94105
USA

E-mail: copyright.agent@autodesk.com
(<mailto:copyright.agent@autodesk.com>) Tel: +1 (415) 507.5000
Fax: +1 (415) 507.6128

Autodesk suggests that You consult Your legal advisor before filing a notice or counter-notice.

18. Definitions

“**Additional Agreement**” means any agreement signed directly with an Autodesk entity that expressly supplements or amends the Terms (for example, an enterprise business agreement).

“**Authorized Users**” or “**Your Authorized Users**” means (a) You (if You are an individual) and (b) identified individuals (such as Your individual employees, consultants and contractors and other individuals accessing and using an Offering) for whom You have acquired a subscription to an Offering. If an Offering allows You to designate Authorized Users for such Offering, You will be responsible for providing notice to, and obtaining agreement from, any such Authorized Users regarding the application of these Terms to their access to and use of such Offering prior to their access and use.

“Autodesk” means Autodesk, Inc., a Delaware (United States) corporation, together with its subsidiaries and other affiliates.

“Autodesk Party” means the particular Autodesk entity identified in Section 17.4 (Autodesk Party, Governing Law, Dispute Resolution) above.

“Benefits” means any benefits made available to You or Your Authorized Users by Autodesk. Benefits are typically based on the type or level of Offering for which You subscribe. Benefits may include access to Updates and Upgrades, rights to previous versions, additional Software or Cloud Services, pre-release versions, APIs, global use rights, technical support, training, webinars, forums, events, galleries, newsletters and usage data. Benefits may also include account benefits such as single sign-on and management of Your profile, security settings, linked accounts and preferences.

“Cloud Service” means a web- or cloud-based service made available by Autodesk, whether or not provided as part of a subscription and whether or not provided for a fee. Cloud Services may include software as a service (SaaS) and remote storage or processing of data.

“Confidential Information” means information not generally known to the public that is (a) made available or disclosed by a Disclosing Party to a Receiving Party in writing and (b) designated by the Disclosing Party in writing as Confidential. Nonetheless, Confidential Information does not include (i) any information that (1) becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (2) was known to the Receiving Party before receipt from the Disclosing Party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; (3) is received from a third party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; or (4) was independently developed by the Receiving Party; ii) any of Your Content that You send to, or allow to be accessed by, a third party through an Offering; or (iii) any Feedback. Autodesk Confidential Information in any event includes the non-public aspects of (A) any Offerings and any related product plans, technology and other technical information (including APIs and any elements of your development using, disclosing or based on use of the APIs) and (B) business negotiations.

“Covered Offering” means any Offering for which you have paid Autodesk a subscription fee of more than US\$100 in the previous 12 months, excluding any Offering that has been modified by You or at your direction, and excluding any Third-Party Material/Services.

“Customer Information Form” means a form completed by or on behalf of You and submitted to Autodesk (or to a reseller, distributor, or other third party), directly or indirectly, in connection with Your account, a subscription or other Offering.

“Documentation” means the then-current end-user documentation (including online, printed, or other documentation) and any technical or legal requirements for an Offering.

“Governmental Entity” means any nation or government, including the United States federal government, any state, municipality, or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, or judicial body pertaining to government, and any employee or official thereof.

“Metrics” means data and other information regarding access to and use of any Offerings (including Your access and use). Metrics includes information regarding usage of features, functions, storage and indexes and information regarding usage, volume, type, storage and processing of Your Content (but not Your Content itself). If Metrics includes any personal data, treatment of such personal data will be pursuant to the Privacy Statement (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>).

“Offerings” means Software, Cloud Services, and Benefits provided by Autodesk, and any subscriptions for such items.

“Offering Identification” means one or more designations by Autodesk that set forth (as applicable) the name of an Offering; the Offering Type; and the permitted number, Territory, and length of Your subscription. The Offering Identification may be (a) provided in a written confirmation or other notice issued to You by Autodesk, posted to Your account, transmitted via email, or otherwise made available to You; (b) located in the Offering or on or with any Autodesk packaging; or (c) obtained from Autodesk on request. Offering Identification does not include any designation, confirmation, packaging or other document provided by a reseller, distributor, or other third party.

“Offering Type” means the license type specified by Autodesk for a subscription (for example, single-user, multi-user, or Flex). Offering Types are set forth on [Offering Types and Benefits](https://www.autodesk.com/company/terms-of-use/en/offering-types-and-benefits) (<https://www.autodesk.com/company/terms-of-use/en/offering-types-and-benefits>).

“Output” means all results, work product, designs, prototypes or other items created or generated by or through any use of any Offering, including any products, parts or services based on or using such results, work product, designs, prototypes, or other items.

“Software” means any software or similar materials, including any modules, components, features and functions, made available by Autodesk, whether or not provided as part of a subscription and whether or not provided for a fee. Software includes Updates and Upgrades.

“Terms” (including “these Terms”) means these General Terms and the other terms referenced in these General Terms, including the Special Terms and Additional Agreement (if any), together with any other applicable terms.

“Territory” means the country or jurisdiction where You acquired Your subscription. Autodesk may indicate the applicable Territory in an Offering Identification. For additional information regarding the definition of Territory see Section 19 (Country/Jurisdiction-Specific Terms) below.

“Updates” means security fixes, hot fixes, patches and other updates (including new features, new functions and other modifications released between Upgrades).

“Upgrades” means new versions of Offerings, or add-ons to or additional products associated with Offerings, as determined by Autodesk.

“Your Content” means (a) any files, designs, models, data sets, images, documents, or similar material submitted or uploaded to any Offering by You (or Your Authorized Users) and (b) Your specific output generated from the use of any Offering based on Your own raw data or information.

19. Country/Jurisdiction-Specific Terms

Notwithstanding the other provisions of these Terms, if Your principal place of business is in (or, if You are an individual, You are a resident of) a country or jurisdiction identified below, the terms set forth below for such country or jurisdiction will apply to You:

19.1 United Kingdom; Member States of the European Union and European Economic Area

(a) If You acquired Your subscription in a Member State of the European Union or the European Free Trade Association, the applicable “Territory” for such subscription is all the countries of the European Union and the European Free Trade Association.

(b) If Your principal place of business is in (or, if You are an individual, You are resident of) a Member State of the European Union or the European Economic Area and there are any court proceedings in a Member State between You and a third party relating to the use of an Offering, (i) You will inform Autodesk promptly in writing of such court proceedings, and (ii) You will not serve Autodesk with a third party notice regarding such proceedings unless Autodesk requests in writing that You do so.

(c) Nothing in these Terms will exclude or restrict (i) Autodesk's liability for death or personal injury caused by Autodesk's negligence or willful misconduct, (ii) other damages caused to You by Autodesk's fraud, willful misconduct or gross negligence, (iii) if applicable, Autodesk's strict liability for defects of products under applicable statutory law of a Member State of the European Union or the European Economic Area (e.g., the German Product Liability Act), or (iv) any other liability that cannot be excluded or restricted under applicable law.

(d) The following provisions apply if You are contracting with Autodesk Ireland Operations Unlimited Company ("Autodesk Ireland") as a consumer and are a resident of either the United Kingdom or a country that is a Member State of the European Union or the European Economic Area. These provisions will control in case of a conflict with other provisions of these Terms.

(i) Governing Law and Jurisdiction. If you are a consumer resident of the United Kingdom, these Terms are governed by English law. If you are a consumer resident of a country that is a Member State of the European Union or European Economic Area, these Terms are governed by Irish law. Nothing in these Terms will deprive You of the protections granted to You by the law of the country where you reside that cannot be derogated from by contract pursuant to the law of such country. Autodesk Ireland may bring a claim with respect to an Offering against You only in the courts of the country where You reside, and You have the right to bring a claim with respect to an Offering against Autodesk Ireland either in the courts of Ireland or in the courts of the country where You reside. In any case, You and Autodesk Ireland have the right to bring a counterclaim in the court in which, in accordance with this provision, the original claim is pending.

(ii) Assignment. If Autodesk assigns or otherwise transfers these Terms, Autodesk will notify you of such transfer in advance and ensure that such transfer does not prejudice Your rights under these Terms. You may terminate these Terms (including any subscriptions hereunder) within thirty (30) days of receipt of such notice of transfer, and, if a resident of the United Kingdom, receive a refund for the prorated portion of any prepaid fees applicable to the remaining Offering Term of Your affected subscriptions. If You wish to assign or otherwise transfer these Terms (and your rights and obligations under these Terms) to another entity, You must deliver written notice to Autodesk requesting consent to such transfer. Autodesk's consent to such transfer is subject to (1) Your demonstration that the transferee will comply with these Terms, (2) Your agreement to remain responsible for the transferee's compliance, (3) Your agreement to no longer access or use any Offerings subject to these Terms, and (4) any other conditions deemed reasonable by Autodesk.

(iii) Changes to Terms. If Autodesk modifies any of these Terms (whether needed to comply with applicable law or regulation, or for justified commercial, technical, security or operational reasons), Autodesk will provide reasonable notice of such modifications to You in advance of their effective date.

(1) If You are a consumer resident of a Member State of the European Union or the European Economic Area, You may reject any such modifications (except those required by law or regulation) by providing notice of rejection via email (within 30 days of the effective date) to the following email address Terms.Modification.Rejection@autodesk.com (<mailto:Terms.Modification.Rejection@autodesk.com>), or in any other manner, specified in the notice of modification. If you do not provide notice of rejection within such time period, You

are deemed to have consented to any noticed modifications, unless Your explicit consent is required under the laws applying to You.

(2) If You are a consumer resident of the United Kingdom and do not agree with such modifications, You may terminate these Terms before the noticed effective date and receive a refund for the prorated portion of any prepaid fees applicable to the remaining Offering Term of Your affected subscriptions.

(iv) Changes to Offerings. You acknowledge that Autodesk may change (including suspend or withdraw) Offerings to which You have subscribed from time to time, including when needed to comply with applicable law or regulation, for justified commercial, technical, security, or operational reasons, or to make any improvements to Your access to and use of the Offerings. For existing subscriptions, any such changes will be made without additional cost to You, and Autodesk will provide reasonable advanced notice of any such changes, in a clear and comprehensible manner, where required under applicable law. If You do not agree with such changes, You may terminate your subscription to the changed Offering within 30 days of the later of (1) Your receipt of the notice of Offering change or (2) the effective date of the change, and You will receive a pro-rata refund for the unused Offering Term.

(v) Liability of Autodesk. Notwithstanding Section 14.3 (Limitations on Liability) above and Section 17.12 (Entire Agreement, No Waiver) above, such sections will not exclude Autodesk's liability to You for: (1) misrepresentations in voluntary statements about an Offering made by Autodesk to You that You rely on in purchasing the Offering; (2) failure to provide pre-contract information regarding an Offering that Autodesk is required by the law of the country where You reside to provide to You before purchasing the Offering; (3) if applicable, Autodesk's breach of implied terms that cannot be excluded or restricted under English law (including implied terms relating to satisfactory quality of, fitness for a particular purpose of, conformance to pre-contractual information relating to, or Autodesk's right to supply, digital content); or (4) if applicable, consequential or indirect losses that cannot be excluded or restricted under English law.

(vi) Statutory Warranties. You may have statutory warranty rights under the law applying to You that cannot be excluded or restricted by agreement between You and Autodesk in advance. Such warranty rights will remain unaffected by these Terms. Autodesk offers or makes no further implied or statutory warranties or conditions regarding the Offerings, and explicitly disclaims all implied warranties and conditions to the maximum extent permitted by applicable law.

(vii) Consumer Right of Withdrawal. Under applicable law, consumer residents of a Member State of the European Union or the European Economic Area have a statutory right to withdraw from their subscription to an Offering within 14 days of its purchase. How this right may apply is explained in Consumer Right of Withdrawal Information (<https://damassets.autodesk.net/content/dam/autodesk/www/company/terms-of-use/EU-and-EEA-Consumer-Right.pdf>). Please note that Your more favorable rights of return for refund that Autodesk voluntarily grants You under Section 3 (Return for Refund) above are not affected by this statutory right of withdrawal.

(e) Contact Us. You may contact Autodesk Ireland by calling +353 1 571 8800, emailing Autodesk.Ireland.Inquiries@autodesk.com (<mailto:Autodesk.Ireland.Inquiries@autodesk.com>), or writing to Autodesk Ireland Operations Unlimited Company, 1 Windmill Lane, 2nd Floor, Dublin, Ireland D02 F206.

(f) In addition, notwithstanding any limitations on Territory in these Terms, these Terms do not limit cross-border access or use (such as access or use in one Member State of the European Union of Offerings purchased in another Member State of the European Union) that is expressly authorized by applicable law.

19.2 Australia (updated as at 1 September 2024)

These Terms form a contract between You and the Autodesk Party set out in Section 17.4 (Autodesk Party, Governing Law, Dispute Resolution) above which governs Your access to, and use of, Offerings. However, You may have Additional Agreements with local Autodesk affiliates, subsidiaries, or their resellers, distributors, or similar third parties for the purchase of those Offering(s). The following provisions apply to such purchases by Australian consumers:

For the purpose of this provision, Australian Consumer Law means The Australian Consumer Law as embodied in Schedule 2 to the Competition and Consumer Act 2010 (Cth). Nothing in these Terms are intended to exclude any non-excludable statutory rights you may be entitled to at law, including as a consumer under Australian Consumer Law.

(a) **Assignment.** If Autodesk assigns or otherwise transfers these Terms, Autodesk will notify you of such transfer in advance and ensure that such transfer does not prejudice Your rights under these Terms. You may terminate these Terms (including any subscriptions hereunder) within thirty (30) days of receipt of such notice of transfer, and, if a resident of Australia, receive a refund for the prorated portion of any prepaid fees applicable to the remaining Offering Term of Your affected subscriptions. If You wish to assign or otherwise transfer these Terms (and your rights and obligations under these Terms) to another entity, You must deliver written notice to Autodesk requesting consent to such transfer. Autodesk's consent to such transfer is subject to (1) Your demonstration that the transferee will comply with these Terms, (2) Your agreement to remain responsible for the transferee's compliance, (3) Your agreement to no longer access or use any Offerings subject to these Terms, and (4) any other conditions deemed reasonable by Autodesk.

(b) **Changes to Terms.** If Autodesk modifies any of these Terms (whether needed to comply with applicable law or regulation, or for justified commercial, technical, security or operational reasons), Autodesk will provide reasonable notice of such modifications to You in advance of their effective date.

i You may reject any such modifications (except those required by law or regulation) by providing notice of rejection via email (within 30 days of the effective date) to the following email address Terms.Modification.Rejection@autodesk.com (<mailto:Terms.Modification.Rejection@autodesk.com>), or in any other manner, specified in the notice of modification. If you do not provide notice of rejection within such time period, You are deemed to have consented to any noticed modifications, unless Your explicit consent is required under the laws applying to You.

ii If You do not agree with such modifications, You may terminate these Terms before the notice effective date and receive a refund for the prorated portion of any prepaid fees applicable to the remaining Offering Term of Your affected subscriptions.

(c) **Changes to Offerings.** You acknowledge that Autodesk may change (including suspend or withdraw) Offerings to which You have subscribed from time to time, including when needed to comply with applicable law or regulation, for justified commercial, technical, security, or operational reasons, or to make any improvements to Your access to and use of the Offerings. For existing subscriptions, any such changes will be made without additional cost to You, and Autodesk will provide reasonable advance notice of any such changes, in a clear and comprehensible manner, where required under applicable law. If You do not agree with such changes, You may terminate your subscription to the changed Offering within 30 days of the later of (1) Your receipt of the notice of Offering change or (2) the effective date of the change, and You will receive a pro-rata refund for the unused Offering Term.

(d) **Liability of Autodesk.** Notwithstanding Section 14.3 (Limitations on Liability) above and Section 17.12 (Entire Agreement, No Waiver) above, such sections will not exclude Autodesk's liability to You for: (1) misrepresentations in voluntary statements about an Offering made by Autodesk to You that You rely on in purchasing the Offering; (2) failure to provide pre-contract information regarding an Offering that Autodesk is required by the law of the country where You reside to provide to You before purchasing the Offering; (3) if applicable, Autodesk's breach of implied terms that cannot be excluded or restricted under applicable law (including implied terms relating to satisfactory quality of, fitness for a particular purpose of, conformance to pre-contractual information relating to, or Autodesk's right to supply, digital content); or (4) if applicable, consequential or indirect losses that cannot be excluded or restricted under Australian law.

(e) **Limitation of Liability.** Nothing in the Terms restricts or excludes Autodesk's liability for fraudulent misrepresentation.

(f) **Return for Refund.** The Autodesk Return Policy is in addition to the statutory rights you may be entitled to as a consumer under the Australian Consumer Law, and similar legislation.

(g) **Autodesk Proprietary Rights.** For the avoidance of doubt, nothing in clause 13 *Autodesk Proprietary Rights*, is intended to exclude non-excludable statutory rights you may be entitled to at law, including as a consumer under the Australian Consumer Law.

(h) **Effect of Termination of Subscription.** At Autodesk's request, unless required to be maintained by applicable law or statute, You will destroy any and all copies of materials related to such Offering (including any related Software, Documentation, APIs, or other material from Autodesk) or return them to Autodesk or the party from which You acquired the Offering.

(i) **Limited Warranty, Disclaimers, Limitations on Liability:** CERTAIN LEGISLATION, INCLUDING THE AUSTRALIAN CONSUMER LAW, MAY LIMIT THE ABILITY TO EXCLUDE LIABILITY OR MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. CLAUSE 14 MUST IN ALL CASES BE READ SUBJECT TO THESE STATUTORY PROVISIONS.

DESPITE ANYTHING ELSE IN THESE TERMS, IF ANY OFFERING IS SUBJECT TO THE MANDATORY WARRANTIES OR GUARANTEES OF THE COMPETITION AND CONSUMER ACT (CTH) OR OTHER APPLICABLE LAW IN AUSTRALIA (THE "LAW"), AND SUCH LAW PERMITS AUTODESK TO LIMIT ITS LIABILITY FOR BREACH OF THESE WARRANTIES OR CONDITIONS, THEN AUTODESK'S LIABILITY FOR BREACH OF ANY SUCH WARRANTY OR GUARANTEE WILL BE LIMITED, AT AUTODESK'S OPTION, TO THE REPAIR, REPLACEMENT OR REPERFORMANCE (OR THE COST OF DOING SO) OF THE RELEVANT OFFERING.

(j) The warranty provided in Section 14.1 (Limited Warranty) above is provided by Autodesk Australia Pty Ltd, or the Autodesk subsidiary or affiliate indicated on your quote, invoice or Offering Identification. Please use the address and contact details set out on your quote, invoice or other Offering Identification, or contact Autodesk Australia Pty Ltd at Level 17, 1 Denison Street, North Sydney, NSW 2060, Australia (phone: (02) 9844 8000; email: Autodesk.Australia.Warranty.Claims@autodesk.com (<mailto:Autodesk.Australia.Warranty.Claims@autodesk.com>)), to make a claim under the warranty provided in Section 14 (Limited Warranty) above. Please have details of Your Offering, serial number, place of purchase, details of the defect and Your return contact details prior to contacting us. The warranty provided in Section 14 (Limited Warranty) above is in addition to other rights and remedies you have at law.

(k) Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

(a) to cancel your service contract with us; and

(b) to a refund for the unused portion, or to compensation for its reduced value.

(l) You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

(m) Autodesk will not be responsible for user error and may refer any such issues to a supporting reseller, distributor or similar third party, if any. You may be required to return the Offering to the address we provide to You at the time, at Your own cost.

19.3 Mainland China, Hong Kong, and Macau

If You acquired Your subscription in mainland China, the “Territory” for such subscription is Mainland China. Likewise, if You acquired Your subscription in Hong Kong, the “Territory” for such subscription is Hong Kong; and if You acquired Your subscription in Macau, the “Territory” for such subscription is Macau.

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] Italiano (/company/terms-of-use/it/general-terms)	Contact us (https://www.autodesk.com/company/contact-us)	Renewal options (https://www.autodesk.com/buying/renewal)	Autodesk Product Status ↗ (https://health.autodesk.com/)
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