

**Update Notice:** We've updated the Autodesk App Store Publisher Agreement. We periodically make these updates as our business and services evolve. Namely, we added a provision (Section 19.5) regarding dispute resolution and arbitration applicable to individuals and businesses in the United States and Canada.

## **Autodesk App Store Publisher Agreement**

Last updated: August 13, 2024

### **PLEASE READ THIS PUBLISHER AGREEMENT CAREFULLY BEFORE SUBMITTING YOUR APP TO THE AUTODESK APP STORE.**

The terms of this Publisher Agreement (together with the Additional Terms, the “**Agreement**”) constitute a binding contract between you and Autodesk concerning submission, publication, and distribution of Your Apps on the App Store. **PLEASE NOTE THAT SECTION 19.5 (AUTODESK ENTITY, GOVERNING LAW, AND DISPUTE RESOLUTION) BELOW CONTAINS MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT MAY GOVERN ANY RESOLUTION OF DISPUTES BETWEEN YOU AND AUTODESK.**

By accepting this Agreement or by submitting Your App to the App Store, you indicate your assent to this Agreement. You agree to this Agreement on behalf of the company or other legal entity (“**Company**”) for which you are acting (for example, as an employee or contractor) or, if there is no Company, on behalf of yourself as an individual (in either case, “**You**” or “**Your**”). You represent and warrant that You are at least 18 years of age or the equivalent age of majority in the jurisdiction in which You reside and that You have the right, authority, and capacity to form a legally binding contract on behalf of Yourself or the Company (if any). If You do not have the right, authority, and capacity to accept this Agreement, or You are unwilling to do so, do not accept this Agreement and do not submit, publish, or distribute Your App via the App Store.

Capitalized terms used in this Agreement which are not otherwise defined herein are defined in Section 20 (Definitions) below.

**1. Submission to the App Store.** You may submit, in accordance with the terms of this Agreement, Your App for consideration for distribution or access via the App Store. Delivery of Your Apps and any related information during the submission process will be made in accordance with the Product Guidelines. You hereby acknowledge receipt of the Autodesk Privacy Statement and understand that it applies to the personal information You submit to Autodesk as part of the registration and submission process.

**2. Acceptance, Suspension and Removal.** Autodesk may, in its sole discretion, accept Your App for distribution or access via the App Store. The fact that Autodesk may have reviewed, tested, or approved Your App (including the applicable terms of use for End Users or privacy policies) will not relieve You of any of the responsibilities described in this Agreement (including the obligations under Section 4 (Your App)). Once accepted for publication on the App Store, Autodesk reserves the right, in its sole discretion, to make all decisions regarding (a) placement or promotion of Your App on the App Store, and (b) the duration of distribution of or access to Your App via the App Store. Without limiting the generality of the foregoing, Autodesk may, in its sole discretion, reject, remove, or suspend the availability of Your App from the App Store at any time and for any reason, and Autodesk Parties will have no responsibility or liability (including for any development costs) in connection with such rejection, removal, or suspension. Autodesk may also take any other actions to restrict access to or the availability of Your App for any

reason and Autodesk's removal or suspension of Your App is without prejudice to its other rights and remedies. Autodesk will endeavor to provide You with notice of such rejection, removal, or suspension.

### **3. Price, Commission, Taxes & Refunds.**

**3.1. Payment.** If You elect to charge Your End Users for Your App, all such payments will be made through the Payment Processor. Accordingly, You agree to enter into a payment agreement with the Payment Processor, comply with all requirements, rules, and policies of the Payment Processor as the "Seller of Record," and maintain a valid Payment Account in good standing. You are solely responsible for verifying that You have received payment for the distribution or provision of Your App via the App Store. You may alternatively choose to distribute or make available Your App at no charge to End Users.

**3.2. Price.** You are responsible for determining the price or fee (including any subscription fee or periodic payment) that End Users must pay for Your App. This price or fee must comply with the applicable requirements, rules, and policies of the Payment Processor (including being in a currency supported by the Payment Processor).

**3.3. Commission.** For each completed transaction for Your App through the App Store, Autodesk will be entitled to receive the Commission from the Payment Processor and to retain such Commission. You agree to provide the Payment Processor with all instructions and authorizations necessary or appropriate to ensure Autodesk's timely receipt of the Commission. If You choose to provide Your App at no charge, no Commission will be due to Autodesk.

**3.4. Taxes.** You will be responsible for any and all taxes attributable to any payments You may receive from the Payment Processor regarding Your App and the Commission, including sales, use, excise, import, export, and value-added tax and other taxes, but excluding taxes attributable to Autodesk's net income. You will be responsible for verifying whether Your App is taxable and notifying Payment Processor of the applicable tax rate for the Payment Processor to collect for each taxing jurisdiction, and for remitting taxes to the appropriate taxing authority.

**3.5. Refunds.** As between You and Autodesk, You will be solely responsible for issuing any refunds to End Users or otherwise resolving any End User issues or complaints. Such refunds will be processed pursuant to the standard terms of the Payment Processor.

### **4. Your App.**

**4.1. Responsibility for Your App.** You are solely responsible for (a) all aspects of the development of Your App, including developing Your App to be safe, free of defects in design, and compatible with the most recent version of Autodesk software that is complemented or enhanced by Your App, (b) the security, reliability, hosting and availability (each as applicable), support, maintenance, and warranties relating to Your App, (c) the access to, and installation and use of, Your App by End Users, (d) any content, functionality (including, if applicable, any augmented reality or virtual reality functionalities), services, or subscriptions provided through or in connection with Your App, and (e) all costs and expenses, operation, and performance with respect to Your App. You will ensure that Your App, including any related services, is delivered or made available in accordance with the terms of the End User Agreement for Your App. You agree that Autodesk will not provide or be required to provide any technical or other support services to You or any End User. You must obtain any necessary rights, permissions, and consents from each End User for the collection and processing of such End User's data. If Your App incorporates or utilizes any third-party technology, You will obtain all necessary rights to incorporate or utilize such technology in Your App for their distribution or provision (as applicable) to End Users via the App Store, and will comply with all applicable terms with respect to such third party technology. You agree that You are solely responsible for (and that Autodesk Parties will have no

responsibility or liability to You or to any third party in connection with) any acts and omissions of End Users and for the consequences of any such acts and omissions (including any loss or damage that Autodesk Parties may suffer). Without limiting the generality of the foregoing, You, and not Autodesk Parties, are solely responsible for the investigation, defense, settlement and discharge of any claims, liabilities, or losses relating to Your App, including for product liability, property damage, personal injury or death, infringement or misappropriation of third-party intellectual property rights or other rights, security breaches, and violation of any Applicable Laws or any of Your policies.

**4.2. Target Audience.** Your App will not be directed, in whole or in part, to individuals under the age of 18. If You make available or upload Your App and You subsequently learn, such as through the collection of age or date of birth data, or that Your App is attracting users under the age of 18, You must either (a) discontinue offering Your App via the App Store, or (b) implement a neutral age-gating mechanism that prevents an End User who identifies as under 18 from using Your App.

**4.3. End User Agreement.** You, and not Autodesk, will license or make available Your Assets to End Users via the App Store. Each copy of Your App distributed or made available via the App Store will be accompanied by a legally binding End User Agreement and Your privacy policy. Each End User Agreement will be solely between You and the End User and Autodesk Parties will have no responsibility or liability in connection with any End User Agreement or any breach of an End User Agreement by You or an End User. If you choose to furnish Your own End User Agreement for Your App (a “**Custom End User Agreement**”), You are responsible for ensuring that such Custom End User Agreement conforms to all Applicable Laws. In the event that You do not furnish a Custom End User Agreement, You agree that each End User’s use of Your App will be subject to the Standard End User Agreement. Each Custom End User Agreement will contain minimum terms that are no less protective of Autodesk Parties and Autodesk Assets than those set forth in the Standard End User Agreement, including the following terms:

- (a) **Relationship Acknowledgement.** You and the End User must acknowledge that (i) the Custom End User Agreement is entered into between You and the End User only, and not any Autodesk Parties, (ii) You, and not any Autodesk Parties, are solely responsible for Your App, any content related to Your App, and any maintenance or support obligations related to Your App, and (iii) the End User’s use of Your App is solely governed by the Custom End User Agreement.
- (b) **Warranty.** The Custom End User Agreement must state that (i) You are solely responsible for any warranties, whether express or implied by law, related to Your App, to the extent not effectively disclaimed, and (b) Autodesk Parties will have no warranty obligation whatsoever with respect to Your App, and any claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Your sole responsibility.
- (c) **Claims Related to Your App.** You and the End User must acknowledge that You, not any Autodesk Parties, are responsible for resolving any claims of the End User or any third party relating to Your App, including for (i) product liability, (ii) noncompliance with any Applicable Laws, including consumer protection and privacy, security, and data protection laws, and (iii) infringement or misappropriation of the intellectual property rights or other rights of a third party.
- (d) **End User’s Age.** You must acknowledge that Your App is not directed, in whole or in part, to individuals under the age of 18. The Custom End User Agreement must state that the End User represents and warrants being at least 18 years of age or the equivalent age of

majority in the jurisdiction in which the End User resides and that the End User has the right, authority, and capacity to bind themselves or, acting on behalf of a company or other legal entity, bind such company or entity (if any).

- (e) Third Party Beneficiary. You and the End User must acknowledge that Autodesk Parties are third-party beneficiaries of the Custom End User Agreement, and that, upon the End User's acceptance of the terms of the Custom End User Agreement, Autodesk Parties will have the right to enforce the Custom End User Agreement against the End User as third-party beneficiaries.
- (f) Publisher Contact Information. The Custom End User Agreement must include Your name, address, email, and other contact information to which End Users should direct any questions, complaints, or claims with respect to Your App.

## **5. Data Privacy; Security.**

**5.1. Data Privacy.** You will make available to Your End Users a link to Your privacy policy and the text of such privacy policy from a readily accessible location within Your App. Personal data collected through Your App is subject to Your privacy policy and You, and not any Autodesk Parties, are responsible for any notices and consents required to be given to End Users regarding data collection, use, processing, and storage under Applicable Laws, including privacy, security, and data protection laws. You must comply with the responsibilities set forth in the Independent Controller Data Protection Addendum attached as Exhibit A and incorporated into this Agreement by reference.

### **5.2. Security.**

- (a) You are responsible for ensuring that Your App and related data processing activities adequately protect the confidentiality and security of each End User's data. You will take all reasonable security measures to ensure the security of Your App and prevent the interception of any data transmitted to and from Your App consistent with applicable industry standards. If you suspect or become aware of any security vulnerability related to Your App, You will immediately notify Autodesk and will take all appropriate steps to remedy such vulnerability. You will not include (or permit to be included), in or in connection with Your App, any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code. Autodesk, or an authorized third party selected by Autodesk, will be entitled to conduct security reviews to assess compliance of Your App with such security measures, and You agree to comply with any security requirements or guidelines which may be made available, and modified, by Autodesk from time to time in its sole discretion.
- (b) You will immediately notify Autodesk of any Security Incident that You discover or suspect in connection with Your App or any related data. Your notice will include information about how the Security Incident may affect End Users and Autodesk Assets, and any such additional information as Autodesk may request. Without limiting any other obligations You may have under this Agreement, in the event of a Security Incident, You will be solely responsible, at Your own cost and expense, for the investigation, remediation, and notification to any affected End Users and regulatory authorities in accordance with Applicable Laws and applicable industry standards. In the event that a notification to an End User refers, either directly or indirectly, to Autodesk, You must (to the extent not prohibited by Applicable Law) obtain Autodesk's written approval prior to sending such notification. You are also responsible for maintaining updated contact information for Security Incidents in Your account.

**6. Release of Autodesk.** You are solely responsible for ensuring that Your use of Autodesk Assets complies with the terms of this Agreement and all Applicable Laws. Autodesk Parties will have no responsibility or liability in connection with the responsibilities and obligations set forth in the foregoing sentence or in Sections 4 (Your App), 5 (Data Privacy; Security) and 8 (Compliance with Laws). To the maximum extent permitted by Applicable Law, You hereby release and waive all claims against Autodesk Parties from any and all liability for claims, damages (including direct, indirect and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with Your Assets and Your use of any Autodesk Assets. TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE § 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." You also waive Your rights under any other state applicable analogous laws, statutes, or regulations.

**7. Representations, Warranties and Covenants.** You represent, warrant, and covenant that (a) You are at least 18 years of age or the equivalent age of majority in the jurisdiction in which You reside and You have the right, authority and capacity to form a legally binding contract on behalf of Yourself or the Company (if any) and to grant the rights granted in this Agreement and in the End User Agreement, including all intellectual property rights, and no other entity's or individual's permission is required for Your End Users to exercise such rights, (b) Autodesk's and End Users' exercise of their rights granted by You under this Agreement and the End User Agreement, respectively, does not and will not violate or infringe upon the rights of any third party or violate any Applicable Laws (including those relating to privacy, security, data collection, consumer protection and export control), (c) all information You provide in connection with Your Assets (including all information provided during the submission process for Your App) is and will be accurate, complete, and up-to-date, and Your Assets are and will remain compliant with the terms of this Agreement and all Applicable Laws, (d) Your Assets do not and will not contain software viruses, malicious code, harmful materials, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, and (e) no Open Source Software is or will be included, incorporated or embedded in, linked to, combined, distributed, or made available with or used in the delivery or provision of Your App in a manner that could cause any Autodesk Assets to be subject to any Open Source License. In the event that Your App includes Open Source Software, You will comply with all licensing terms for such Open Source Software.

**8. Compliance with Laws.** You will comply with all Applicable Laws related to Your App, including the development, marketing, sale, distribution, and use of Your App. You acknowledge and agree that You are responsible for compliance with all Applicable Laws related to the personal information of any persons who may access or use Your App (including End Users). Pursuant to Applicable Laws, Your App will reasonably allow End Users to export their content and data to other services or applications of their choice. Upon Autodesk's request, You will promptly provide to Autodesk copies of any regulatory approvals or other approvals relating to Your App. You will not seek any regulatory permissions or make any determinations that may result in Autodesk or the App Store (or any part thereof) being deemed regulated or that may impose any obligations or limitations on Autodesk.

**9. Monitoring.** You acknowledge and agree that Autodesk may (but does not have the obligation to) monitor Your App and the use of Your App to verify compliance with this Agreement. You will provide Autodesk with any information or materials that Autodesk reasonably requests to verify Your

compliance with this Agreement, including a copy of Your App and one or more test accounts that will enable Autodesk to access Your App (and all feature, functions, and components thereof) free of charge.

**10. Analytics Data.** To the extent that Autodesk provides You with analytics data, You agree to use such data solely for purposes of supporting or improving Your Apps. You may not provide such information to any third parties, except for a service provider who is assisting You in processing and analyzing such data to support or improve Your Apps on Your behalf and who is not permitted to use it for any other purpose or disclose it to any other third party. You will not use any analytics data to attempt to identify or derive information about any particular End User or device. Autodesk may collect, store, or otherwise use data related to Your App's performance on the App Store, including data regarding usage, number of downloads or clicks, popularity, volume, type, storage, and processing of Your App on the App Store, for the purposes of supporting or improving the App Store.

**11. Autodesk Confidential Information.** You will use the same degree of care to protect the confidentiality of Autodesk Confidential Information as You use to protect the confidentiality of Your own confidential information of a similar nature (but in no event less than reasonable care) and will (a) use the Autodesk Confidential Information only in connection with distributing or making available Your App via the App Store, and (b) limit access to the Autodesk Confidential Information to those of Your employees and consultants who need such access for purposes related to distributing or making available Your App via the App Store and who have confidentiality obligations to You which are no less protective of Autodesk Confidential Information than those in this Agreement. You are responsible for ensuring that each of Your employees and consultants that obtains Autodesk Confidential Information complies with the terms of this Section. You agree to notify Autodesk immediately upon discovery of any unauthorized use or disclosure of Autodesk Confidential Information or any other breach of this Agreement by You or Your employees or consultants, and You will cooperate with and assist Autodesk in regaining possession of the Autodesk Confidential Information and prevent its further unauthorized use or disclosure. You may disclose Autodesk Confidential Information if You are compelled by law to do so; provided that, you give Autodesk prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure.

**12. Independent Development.** You understand that Autodesk is in the business of developing and commercializing computer software programs, products, materials, and services and that Autodesk may be developing, and may develop in the future, computer programs or other products, programs, materials, or services, which are similar to, and may otherwise compete with, Your Assets. In addition, Autodesk may work with other software developers (either through the App Store or otherwise) whose applications, products, programs, materials, or services compete, or will compete with, Your Assets. Nothing in the terms of this Agreement or otherwise with respect to the App Store will limit or restrict Autodesk's right to develop, license, commercialize, distribute, market, or otherwise exploit products, programs, services, or materials that are the same as, similar to, or compete with Your App. You further understand and agree that Autodesk will have no confidentiality obligations or restrictions whatsoever regarding any information that You provide to Autodesk, either directly or indirectly, in connection with Your Assets, Your business or otherwise. Accordingly, You should not disclose anything to Autodesk under this Agreement which You desire to keep confidential.

**13. No Reliance.** Autodesk Assets may concern planned or future development efforts and they are not intended to be a promise or guarantee of future delivery of products, services, or features but merely reflect current plans that are subject to change without notice. Autodesk bears no responsibility or liability for any change to or discontinuation of any Autodesk Asset. Autodesk may release subsequent versions of the App Store (including adding or removing functionalities or features) requiring You to make backwards compatible changes to Your App in order to continue to distribute Your App via the

App Store. You are responsible for ensuring that Your access to and use of the App Store is compatible with Autodesk's then-current requirements.

#### **14. Proprietary Rights and Licensing**

**14.1. Ownership by You.** Autodesk acknowledges and agrees that, as between the parties, You own all right, title, and interest (including all intellectual property rights) in and to Your Assets.

**14.2. Ownership by Autodesk.** You acknowledge and agree that, as between the parties, Autodesk owns all right, title, and interest (including all intellectual property rights) in and to the Autodesk Assets.

**14.3. License by You.** You grant to Autodesk and its resellers, channel partners, and authorized subcontractors, under all of Your intellectual property rights, a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense through multiple tiers, to:

- (a) use, reproduce, display, and test Your App to determine if it satisfies the terms of this Agreement, to conduct security reviews (which may include penetration tests) and to test compatibility with Autodesk products or services;
- (b) publicly display and publicly perform, demonstrate, transmit, store, import, and broadcast Your App, and make available and distribute Your App (pursuant to the End User Agreement between End User and You), via the App Store;
- (c) use, reproduce, make available, publicly display, and publicly perform Your Trademark Materials and Your first name, last name, profile picture, location, or other information You provide in connection with Your App to market, promote and publicize Your App, the App Store, and Autodesk products or services with which Your Apps are designed to be compatible; and
- (d) make, have made, use, copy, modify, and create derivative works of the Feedback as part of or to otherwise improve any Autodesk Asset or any other Autodesk technology, and publicly perform and display, import, broadcast, transmit, distribute, license, offer to sell and sell, rent, lease, or lend copies of the Feedback (and derivative works thereof and improvements thereon), without compensation or reporting to You.

**14.4. Reservation of Rights.** Except as expressly granted in this Agreement, neither party will have any rights of any kind under this Agreement in the other party's intellectual property rights, proprietary technology, websites, products, programs, or services. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a license to one party's intellectual property rights to the other party, except other than in accordance with the terms of this Agreement.

**14.5. Covenant Not to Sue.** Notwithstanding anything to the contrary in this Agreement, You will not make or assert any claim, or bring suit asserting patent rights, against Autodesk that relates in any way to the App Store.

**15. Autodesk Trademarks.** Autodesk may permit You to use certain Autodesk Trademark Materials to referentially and accurately indicate that Your App is available on the App Store or identify the Autodesk product or service that Your App works with, to market or promote Your App on the App Store. When using Autodesk Trademark Materials, You will comply with Autodesk's trademark guidelines for use and other requirements communicated by Autodesk, which guidelines and requirements may be updated from time to time in Autodesk's sole discretion. Subject to Your compliance with all such applicable use requirements, Autodesk hereby grants to You, under Autodesk's intellectual property rights in and to Autodesk Trademark Materials that Autodesk may make available

to You, a limited, non-transferable, non-assignable, non-sublicensable, and non-exclusive license during the term Your App is available at the App Store or until otherwise notified by Autodesk, to use such Autodesk Trademark Materials solely in connection with marketing or promoting Your App on the App Store. For purposes of clarity, You may not indicate that Your App is “Powered by Autodesk,” or that You are an “Authorized Autodesk Developer,” or similar phrasing, except as otherwise permitted or required by Autodesk.

**15.1. Quality of Your App.** To maintain the distinctiveness and goodwill of the Autodesk App Store, You will ensure that Your App is in compliance with Applicable Laws, as set forth in Section 8 (Compliance with Laws), and performs in a manner consistent with applicable industry standards and with any quality standards, specifications, and other requirements communicated by Autodesk. Any Autodesk-communicated standards, specifications, and requirements may be updated from time to time in Autodesk’s sole direction.

**15.2. Your Use Will Inure to Autodesk’s Benefit; No Challenges.** All use by You of any Autodesk Trademark Materials will inure to the benefit of Autodesk. To the maximum extent permitted by Applicable Law, during the term of this Agreement or after the termination of this Agreement, You will not: (a) challenge, contest, or oppose, nor assist others to challenge, contest, or oppose, Autodesk’s ownership of and rights in any Autodesk Trademark Materials or their registrations; (b) use or register, or attempt to register, any Autodesk Trademark Materials (including domain names incorporating elements of the same) or any trademarks, service marks, trade names, domain names, or other indicators that are confusingly similar to any Autodesk Trademark Materials in any way (including sound, appearance and spelling); or (c) misappropriate any Autodesk Trademark Materials for Your or any third party’s use.

**15.3. Revocation or Termination of Rights to Use Autodesk Trademark Materials.** Autodesk may revoke Your right to use any Autodesk Trademark Materials, if Your use of such Autodesk Trademark Materials, in Autodesk’s sole judgment, does not comply with the applicable requirements of this Agreement. Effective upon the termination of this Agreement, You must cease all use of the subject Autodesk Trademark Materials.

**16. Disclaimer of Warranties.** THE AUTODESK ASSETS ARE PROVIDED FOR USE AT YOUR OWN RISK AND "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, AUTODESK PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE AUTODESK ASSETS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR OTHER WARRANTIES OR CONDITIONS IMPLIED BY A STATUTE, OR ANY WARRANTIES OR CONDITIONS BASED ON A COURSE OF DEALING, USAGE OF TRADE OR INDUSTRY STANDARDS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AUTODESK PARTIES WILL CREATE A WARRANTY. AUTODESK PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER. THE AUTODESK PARTIES SPECIFICALLY DO NOT WARRANT OR REPRESENT THAT AUTODESK ASSETS WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; THAT THE OPERATION OR OUTPUT OF THE AUTODESK ASSETS WILL BE SECURE, ERROR-FREE, ACCURATE, RELIABLE, COMPLETE OR UNINTERRUPTED; THAT ANY OR ALL ERRORS OR DEFECTS IN THE AUTODESK ASSETS WILL BE CORRECTED OR REMEDIED; THAT YOUR ASSETS, CONTENT, DATA, INFORMATION OR OTHER MATERIALS PROVIDED BY YOU OR YOUR END USERS IN CONNECTION WITH YOUR APP WILL BE EITHER STORED OR DELETED; OR THAT ANY AUTODESK ASSET (INCLUDING THE APP STORE) IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR GEOGRAPHIC AREA, JURISDICTION OR LANGUAGE. AUTODESK DOES NOT WARRANT THAT THE AUTODESK ASSETS WILL PERFORM IN ANY PARTICULAR MANNER. YOU USE THE AUTODESK ASSETS AT



YOUR OWN DISCRETION AND RISK. SHOULD THE AUTODESK ASSETS PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST TO SERVICE, REPAIR, OR CORRECT YOUR ASSETS. AUTODESK HAS THE RIGHT, IN ITS SOLE DISCRETION, TO MAKE CHANGES TO, SUSPEND OR DISCONTINUE ANY AUTODESK ASSETS (OR ANY PORTION THEREOF) AT ANY TIME AND IN ITS SOLE DISCRETION. YOU FURTHER ACKNOWLEDGE THAT AUTODESK WILL HAVE NO OBLIGATION WHATSOEVER TO RELEASE OR OTHERWISE MAKE GENERALLY AVAILABLE, ANY AUTODESK ASSETS. AUTODESK PARTIES MAKE NO WARRANTIES TO ANY THIRD PARTY. THIS SECTION WILL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR (AND AUTODESK PARTIES WILL HAVE NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH) (A) THE DECISIONS THAT YOU MAY MAKE REGARDING THE AUTODESK ASSETS, (B) USE OF THE AUTODESK ASSETS INCLUDING ANY CONTENT, DATA, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU OR YOUR END USERS IN CONNECTION WITH YOUR APP, INCLUDING IMPACT TO YOUR COMPUTER SYSTEM, OR (C) ANY EFFECTS ON YOUR BUSINESS THAT MAY RESULT FROM SUCH USE.

**17. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AUTODESK PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, 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 AUTODESK ASSETS; LOSS, CORRUPTION, OR DELETION OF (OR FAILURE TO DELETE) YOUR ASSETS, CONTENT, DATA, INFORMATION, OR OTHER MATERIALS PROVIDED BY YOU OR YOUR END USERS IN CONNECTION WITH YOUR APP; OR DAMAGES RESULTING FROM FORCE MAJEURE. THE TOTAL CUMULATIVE LIABILITY TO YOU, AND THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF AUTODESK PARTIES, FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS, HOWEVER CAUSED, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE GREATER OF (A) ALL AMOUNTS PAID OR DUE FROM YOU TO AUTODESK UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM (NO MATTER WHEN PAYMENTS WERE ACTUALLY MADE), OR (B) ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS ON LIABILITY IN THIS AGREEMENT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY FOR SEEKING DAMAGES OR OTHER LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNIFICATION, RECOURSE, STATUTE OR OTHERWISE, EVEN IF AUTODESK PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES OR LIMITATION OF LIABILITY IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT PURPORTS TO RESTRICT OR EXCLUDE AUTODESK'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY AUTODESK PARTIES' WILLFUL INTENT OR GROSS NEGLIGENCE, OR (II) YOUR DAMAGES OR LOSSES CAUSED BY AUTODESK PARTIES' FRAUD.

**18. Indemnification.** To the maximum extent permitted by law, You will indemnify and hold harmless (and, at Autodesk's request, defend) Autodesk Parties from and against any and all losses, liabilities, and expenses (including reasonable attorneys' fees) suffered or incurred by Autodesk Parties by reason of any claim, suit, or proceeding ("**Indemnification Claim**"), arising out of or accruing from: (a) Your Assets, including any assertion that Your App or Your Assets or the use of either or both (i) infringes any copyright, trademark, or other intellectual property right of any individual or entity, (ii) misappropriates any individual or entity's trade secret, (iii) violates the privacy or publicity rights of any individual or entity or fails to comply with privacy, data protection, or other Applicable Laws, (iv) contains any libelous, defamatory, disparaging, pornographic, or obscene material, (v) infringes or violates any other rights of any individual or entity, (vi) results in a Security Incident or violation of Section 5 (Data Privacy; Security), or (vii) causes death or bodily injury or damage to the real or tangible property of any third

party; (b) any breach of, or failure by You to comply with, this Agreement; or (c) access to or use of the App Store by You. Whether or not Autodesk asks You to defend an Indemnification Claim, You will not agree to any settlement without the prior written consent of Autodesk. If Autodesk asks You to defend an Indemnification Claim, Autodesk will have the right to participate in the defense of the Indemnification Claim with counsel of its own choosing.

## **19. General Provisions**

**19.1. Agreement Changes.** Autodesk may modify this Agreement from time to time in its sole discretion and, notwithstanding the notice requirements of Section 19.2, will use reasonable efforts to provide You with notice of such change(s) by posting a revised version of this Agreement on the App Store or by other reasonable means selected by Autodesk. If You do not agree to the modified Agreement, You must immediately cease accessing and using the App Store, including removing Your App. However, You acknowledge that, notwithstanding the availability of Your App on the App Store, access to and use of Your App by End Users will continue to be governed by the terms of the End User Agreement entered into by You and the applicable End User, including termination or duration provisions for such access and use. You can determine when these Agreement terms were last revised by referring to the “LAST UPDATED” legend at the top of this Agreement. Your continued access to or use of the App Store after the revised version of the Agreement goes into effect will constitute Your acceptance of such revised version.

**19.2. Notices.** Any notices by You to Autodesk will be sent by postal mail or delivery service to Autodesk, Inc., One Market Plaza, Landmark Building, Suite 400, San Francisco, California 94105, USA, Attention: Chief Legal Officer. Such notices will be effective when received by Autodesk. Except as otherwise expressly stated in this Agreement, 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 postal mail or delivery service to the address associated with Your account, or (d) 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 by registered mail sent to Your address last known by Autodesk if so permitted by Applicable Law.

For clarification purposes, all day-to-day program management communications will be sent to the Autodesk App Store Program Management team at [appsinfo@autodesk.com](mailto:appsinfo@autodesk.com) (or successor contact).

**19.3. Relationship of the Parties.** In performing their respective duties under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither of the parties will hold itself out in any manner that would be contrary to the provisions of this Section.

**19.4. No Waiver.** 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.

## **19.5. Autodesk, Governing Law, and Dispute Resolution.**

### **(a) General.**

This Agreement is between You and the Autodesk entity set out below. The governing law for this Agreement, including any rights, obligations, and claims of the parties, will be as specified below. Similarly, any dispute or claim (“**Claim**”) arising out of or relating to this Agreement, including the

breach, performance, termination, enforcement, interpretation or validity of this Agreement (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 this Agreement, will be finally determined under the law, in the location and by the dispute resolution process specified below.

Reference to “Autodesk” in this Section 19.5 means the following Autodesk entity:	Governing law is:	Exclusive jurisdiction/forum for dispute resolution:
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, (ii) Courts of the State of California, County of San Francisco, or (iii) If your principal place of business (or, if You are an individual, Your residence) is in the United States or Canada, please see section 19.5(b) below).

**(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 informally. If You or Autodesk have a Claim arising out of or relating to this Agreement, 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 this Agreement 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 19.5. 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 19.2 (Notices).

**(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 19.5, (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, this Agreement must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one Publisher cannot be arbitrated or litigated jointly or consolidated with those of any other Publisher.

**(d) Injunctive and Other Equitable Relief.**

Notwithstanding any other provisions of this Agreement, if a Claim is subject to resolution in the specified court or courts under Section 19.5(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.

**19.6. Export.** When You provide Your Assets to Autodesk and offer Your App to End Users via the App Store as contemplated by this Agreement, You will comply with the export control and international trade laws and regulations of the United States and of any applicable jurisdiction. You will not download, access, or use any Autodesk Asset from within a U.S. sanctioned location or if You appear on any U.S. government restricted or other applicable government restricted parties list. You will obtain U.S. government and any other required authorization before You download, obtain, access or use, or allow any person or entity to download, obtain, access, or use, any Autodesk Asset for a U.S.-restricted end use. Restricted end uses include work on nuclear, chemical or biological weapons or missile systems capable of delivering them. You must not upload or otherwise provide Autodesk with any content or materials (including any of Your Assets) that constitute classified information or that are subject to the International Traffic in Arms Regulations ("ITAR") or its foreign counterparts. You will 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 must not use any Autodesk Asset to make Your Assets 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 access to or use of the App Store 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 access to or use of the App Store.

**19.7. No Publicity.** You will not make any public statement, or issue a press release or other announcement, relating to any Autodesk Assets (including the App Store) or this Agreement without the prior written approval of Autodesk, except as required by law.

**19.8. Assignment.** You may not assign or otherwise transfer this Agreement or Your rights or obligations under this Agreement (whether by operation of law or otherwise) without Autodesk's prior written consent, and Autodesk may terminate this Agreement (including Your rights under this Agreement) 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 freely assign or transfer any of its rights or obligations under this Agreement without Your consent or notice to You.

**19.9. Entire Agreement.** This Agreement constitutes the entire agreement between You and Autodesk (and merges and supersedes any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising, or understandings) with respect to the subject matter hereof. This Agreement may be modified only as expressly set forth in this Agreement (including, with respect to the Additional Terms, which may be modified from time to time in Autodesk's sole discretion or as otherwise set forth in such Additional Terms). If there is any conflict between this Agreement and any Additional Terms (including the Product Guidelines), the Additional Terms will control in relation to their subject matter to the extent set forth in the Additional Terms.

**19.10. Language of Agreement; Interpretation.** The English language version of this Agreement will be the version used when interpreting or construing this Agreement, and any notices or other communications in connection with this Agreement will be provided in the English language. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s'y

rattachent, soient rédigés en langue anglaise. Any reference in this Agreement to “days” are to calendar days unless otherwise specified. The section headings used in this Agreement are for ease of reference only and will not be used to interpret the meaning of any provision or given any substantive effect. When used in this Agreement, “include” or “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. Unless the context or construction otherwise requires, all words applied in the plural will be deemed to have been used in the singular, and vice versa. Any rights and remedies provided for in this Agreement are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under Applicable Law.

## 20. Definitions

**20.1. “Acceptable Use Policy”** means Autodesk's Acceptable Use Policy, which is currently located at <https://www.autodesk.com/company/terms-of-use/en/acceptable-use> or any successor or supplemental web page of Autodesk, as they may be modified from time to time in Autodesk's sole discretion.

**20.2. “Additional Terms”** means all guidelines, rules, policies, and terms applicable to the App Store which may be posted on the App Store or otherwise communicated from time to time by Autodesk, including the Product Guidelines and Autodesk's Acceptable Use Policy, and those referenced through a hyperlink in this Agreement, as they may be modified from time to time in Autodesk's sole discretion.

**20.3. “App Store”** means the “Autodesk App Store” (and all related content, materials and services), which is currently located at <https://apps.autodesk.com/>, or any successor(s) thereto, as they may be modified from time to time in Autodesk's sole discretion.

**20.4. “Applicable Law”** means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, law, or other requirement of or by any governmental authority.

**20.5. “Autodesk”** means the Autodesk entity, as set forth in Section 19.5(a) (Autodesk Entity, Governing Law and Dispute Resolution).

**20.6. “Autodesk Assets”** means, collectively, the App Store, Autodesk Confidential Information (including Autodesk Data), Autodesk Trademark Materials, Autodesk websites, and other Autodesk products or services (whether existing, planned or otherwise).

**20.7. “Autodesk Confidential Information”** means non-public information that Autodesk designates as being confidential or which, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Autodesk Confidential Information may be in tangible or intangible form and disclosed orally, visually, or in writing. Autodesk Confidential Information includes Autodesk Data, Autodesk's pre-release products, product names, code names, specifications, development plans and results, research activities and results, improvements, functionality, defects, errors, techniques, inventions, whether patentable or not, code, documentation, algorithms, formulas, data structures, scripts, protocols, application programming interfaces and other technical information, marketing or promotional plans or materials, product pricing, product costs, business opportunities and financial information, strategies, timetables, forecasts, business policies or practices, processes, ideas, know-how and expertise of employees or consultants, and information received from third parties which Autodesk is obligated to keep confidential. Autodesk Confidential Information does not include any information, as evidenced by written records, that: (a) is or subsequently becomes publicly available without a breach of any of Your obligations hereunder; (b) was known by You prior to disclosure by Autodesk, without an obligation of confidentiality; (c) became known by You from a third party, other than by the breach of any obligation or confidentiality owed by

You; or (d) is independently developed by You without use of or access to Autodesk Confidential Information.

**20.8. “Autodesk Data”** means data or information connected with or related to any and all Autodesk Assets, including the analytics data described in Section 10 (Analytics Data).

**20.9. “Autodesk Parties”** means Autodesk, each of its licensors, suppliers and vendors; and the respective officers, directors, employees, shareholders, agents, and other representatives of Autodesk.

**20.10. “Autodesk Privacy Statement”** means Autodesk’s Privacy Statement, which is currently located at <https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>, or any successor or supplemental web page of Autodesk, as they may be modified from time to time in Autodesk’s sole discretion.

**20.11. “Autodesk Trademark Materials”** means the trade names, trademarks and service marks (including logos), domain names, other distinctive brand features of Autodesk, and other materials that may be made available to You by Autodesk in connection with the App Store.

**20.12. “Commission”** means an amount payable to Autodesk which equals a percentage of the net fee You received for the distribution of Your App (where the “net fee” equals the fees charged less the transaction cost for such sale charged by the Payment Processor). The parties acknowledge that as of the Effective Date Autodesk has set a commission rate of 0.0%, which rate may be modified from time to time in Autodesk’s sole discretion.

**20.13. “Copyleft License”** means any license to any software that requires as a condition of use, modification, making available and/or distribution of such software, that such software or other software incorporated into, derived from, linked to or distributed or made available with such software (a) be disclosed or distributed in source code form; (b) be licensed under terms that permit redistribution, reverse engineering, or creation of derivative works or other modification of any of the foregoing software; or (c) be redistributable at no charge. For the avoidance of doubt, “Copyleft Licenses” include (i) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL), (ii) the Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Source License (SISL), (vii) the Common Public License (CPL), and (viii) the Server Side Public License (SSPL).

**20.14. “Custom End User Agreement”** has the meaning set forth in Section 4.3.

**20.15. “End User”** means the end user of Your App.

**20.16. “End User Agreement”** means the Standard End User Agreement or, if applicable, the Custom End User Agreement.

**20.17. “Feedback”** means any suggestions, proposals, ideas, contributions, or other information provided by You to Autodesk regarding Autodesk Assets.

**20.18. “Open Source License”** means any Copyleft License, any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any other substantially similar license.

**20.19. “Open Source Software”** means any software that is subject to, or licensed or distributed under any Open Source License.

**20.20. “Payment Account”** means a financial account established for You by a Payment Processor which authorizes the Payment Processor to collect and remit payments on Your behalf for Your App distributed via the App Store.

- 20.21. “Payment Processor”** means a third party payment processing service provider designated by Autodesk to process all payments by End Users for access and use of Your App.
- 20.22. “Product Guidelines”** means the App Store Product Guidelines which details the specifications, requirements and guidelines to which Your App must conform in order to be distributed or made available via the App Store. The Product Guidelines are currently located at <https://apps.autodesk.com/en/Publisher/ProductGuidelines> or any successor or supplemental web page of Autodesk, as they may be modified from time to time in Autodesk's sole discretion.
- 20.23. “Security Incident”** means any actual or suspected theft, loss, disclosure, or misuse of data.
- 20.24. “Software App”** means Your App in the form of a downloadable desktop or mobile software application. A Software App includes all extensions, revisions, bug fixes, updates, upgrades, modifications, enhancements, and new versions submitted to Autodesk under this Agreement and any services or subscriptions provided through or in connection with such Software App.
- 20.25. “Standard End User Agreement”** means the standard end user agreement for Your App between You and Your End Users, which is currently located at <https://apps.autodesk.com/en/Public/EULA>, or any successor or supplemental web page of Autodesk, as they may be modified from time to time in Autodesk's sole discretion.
- 20.26. “Web App”** means Your App in the form of a cloud-based application. A Web App includes any services or subscriptions provided through or in connection with such Web App.
- 20.27. “Your App”** means a software program, product, tool, plug-in, add-on, library, book, content, database, solution, web service, or other item or material developed by or for You, which is compatible with and relevant to the designated Autodesk products or services, whether in the form of a Software App or a Web App, and may be made available via the App Store for an End User’s use of Your App in connection with such End User’s licensed Autodesk products and/or services.
- 20.28. “Your Assets”** means, collectively, Your App and Your Trademark Materials.
- 20.29. “Your Trademark Materials”** means Your trade names, trademarks, and service marks (including logos), domain names, and other distinctive brand features.



## EXHIBIT A

### Independent Controller Data Protection Addendum

This Independent Controller Data Protection Addendum ("ICDPA") establishes the Parties' baseline agreement with respect to the processing, transfer and protection of personal data under the Agreement. In the event of any inconsistency between this ICDPA and any other provision of the Agreement with respect to matters of Processing of Personal Data only, this ICDPA will control. In the event that the Transfer Clauses apply to the Processing of Personal Data and in case of any conflict or inconsistency between the provisions in the Transfer Clauses and the Agreement, the provisions of the Transfer Clauses take precedence.

**1. Scope.** This ICDPA will apply to Personal Data exchanged between the Parties in connection with performance of the Agreement.

**2. Definitions**

2.1. In this ICDPA, the words and phrases below will have the following meanings given to them unless the context requires otherwise:

The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Processor**", "**Process/Processing**" and "**Supervisory Authority**" shall have the meaning set out under Data Protection Laws, or where not specifically defined under Data Protection Laws, the same meaning as analogous terms in those Data Protection Laws. For example, where the EU GDPR or UK GDPR is applicable, "**Controller**" means the person or entity that determines the purposes and means of processing Personal Data, and where the CCPA is applicable includes any "business" or "third party" as those terms are defined by the CCPA;

"**Transfer Clauses**" means Section 10 (as applicable) and Annexes I and II in so far as they relate to Module One (Controller-to-Controller) within the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by Commission Implementing Decision (EU) 2021/914 of 4 June 2021;

"**CCPA**" means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations, each as may be further amended from time to time;

"**Data Protection Laws**" means the applicable laws, regulations, or other legally binding obligations (including any and all legislative and/or regulatory amendments or successors thereto) of any jurisdiction that relate to the processing of Personal Data under this ICDPA, including but not limited to, as applicable, EU Data Protection Laws, UK Data Protection Laws, US Data Protection Laws, China Data Protection Laws, and the Brazilian General Data Protection Law ("LGPD");

"**EU GDPR**" means the General Data Protection 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;

"**Europe**" means the European Economic Area and Switzerland;

"**European Data Protection Laws**" means any applicable laws, regulations, or other legally binding obligations (including any and all legislative and/or regulatory amendments or successors thereto) of Europe that govern or otherwise apply to Personal Data processed under this ICDPA, including the EU GDPR and FADP;

**“FADP”** means the Switzerland Federal Act on Data Protection of 19 June 1992 (SR 235.1);

**“UK”** means the United Kingdom of Great Britain and Northern Ireland;

**“UK Data Protection Laws”** means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in the UK that govern or otherwise apply to Personal Data processed under this ICDPA, including the UK GDPR and the Data Protection Act 2018;

**“UK GDPR”** means the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; and

**“US Data Protection Laws”** means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in the United States at the federal or state level that govern or otherwise apply to Personal Data processed under this ICDPA, including the CCPA.

3. **Roles and Restrictions.** Each Party acts as an independent Controller of Personal Data. The Parties individually determine the purposes and means of their respective Processing. The Parties do not jointly determine the purposes and means of Processing and are thus not joint Controllers in the meaning of Art. 26 of EU GDPR and UK GDPR, as applicable. Each Party is responsible for processing Personal Data within scope of this ICDPA in accordance with Data Protection Laws.
4. **Processing Obligations.**
  - 4.1. The Party that discloses Personal Data (**“Disclosing Party”**) to the other Party (**“Receiving Party”**) represents, warrants, and attests that it has all rights and permissions necessary for Receiving Party to Process Personal Data as permitted by the ICDPA. Disclosing Party is responsible for providing Data Subjects with any notices (including in accordance with Arts. 13 and 14 of the EU GDPR and the UK GDPR, to the extent applicable) and obtaining any consents as required by Data Protection Laws. Disclosing Party shall not transfer Personal Data to Receiving Party if such transfer would violate a Data Subject’s rights or would otherwise contravene applicable Data Protection Laws.
  - 4.2. To the extent Disclosing Party is disclosing or making available Personal Data subject to CCPA (**“California Personal Data”**), the Parties agree to the terms of Appendix I.
5. **Data Transfers Between Parties.** The Disclosing Party is responsible for ensuring that any transfers of Personal Data to Receiving Party complies with Data Protection Laws.
6. **Security of Processing.** It is the responsibility of each Party to process Personal Data within scope of this ICDPA in compliance with Data Protection Laws, including, to the extent applicable, Art. 32 of EU GDPR and UK GDPR. Each Party will implement appropriate technical and organizational measures to provide an appropriate and reasonable level of data security.
7. **Data Subject Rights.** Each Party is responsible for fulfilling its obligations to respond to requests for exercising Data Subjects’ rights regarding the Processing of their Personal Data. Data Subjects may exercise their rights against the Controller that is responsible for the Processing that is the subject matter of their respective rights.
8. **Assistance.** The Parties will assist each other to the extent reasonably appropriate in complying with requests, queries, or complaints of Data Subjects or Supervisory Authorities regarding compliance with Data Protection Laws in connection with the ICDPA, including, as the case may be, the EU GDPR, the UK GDPR, and CCPA. The Parties will notify each other of any Data Subject requests relating to

Personal Data Processed in connection with the ICDPA that they receive in accordance with their respective obligations under Data Protection Laws, including the EU GDPR, the UK GDPR, and CCPA, and in particular, any rectification or erasure of Personal Data or restriction of processing exercised by a Data Subject.

- 9. Documentation.** Each Party that Processes Personal Data is responsible for fulfilling the requirements pertaining to Controllers under Data Protection Laws, including, as the case may be and as applicable, Arts. 24 et seq. of the EU GDPR and the UK GDPR, concerning that Party's Processing of Personal Data. Each Party is responsible for maintaining a record of processing activities in accordance with Data Protection Laws, such as Art. 30 of EU GDPR and the UK GDPR to the extent applicable. Each Party shall maintain a privacy notice that describes such Party's Processing in the capacity of a Controller and contains all disclosures required by Data Protection Laws. Such privacy notices shall be easily accessible by the relevant Data Subjects.

**10. International Transfers.**

- 10.1 To the extent that the disclosure of Personal Data between the Parties involves the transfer, either directly or via onward transfer, of Personal Data subject to European Data Protection Laws to countries that are not subject to an adequate level of protection within the meaning of European Data Protection Laws, the Parties agree to comply with the terms of the Transfer Clauses. If the transferred Personal Data is subject to the FADP, then the Parties agree to comply with the terms of the Transfer Clauses in accordance with 10.4.

- 10.2 Where the Offerings involve the processing of Personal Data that is subject to UK Data Protection Laws and where such Personal Data is transferred directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of UK Data Protection Laws, the parties will comply with the terms of Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses (the "**UK Addendum**"). The parties also agree (i) that the information included in Part 1 of the UK Addendum is as set out in Annex 1 to this Addendum and (ii) that Autodesk may end the UK Addendum as set out in Section 19 of the UK Addendum.

- 10.3 The Parties agree that the Transfer Clauses will be incorporated herein by reference and will apply to the relevant Transfer governed thereby. In furtherance of the foregoing, the Parties agree that the following provisions shall apply:

- (a) Clause 7 (Docking Clause) shall not apply.
- (b) The option under Clause 11 (Redress) shall not apply.
- (c) For the purposes of paragraph (a) of Clause 13 (Supervision), the Disclosing Party shall be considered as established in an EU Member State.
- (d) The governing law for the purposes of Clause 17 (Governing law) shall be the law of the Republic of Ireland.
- (e) The courts under Clause 18 (Choice of forum and jurisdiction) shall be the courts of the Republic of Ireland.

- (f) The contents of Annex I.A to Appendix I shall form Annex I.A to the Transfer Clauses (List of Parties).
- (g) The contents of Annex I.B to Appendix I shall form Annex I.B to the Transfer Clauses (Description of Transfer).
- (h) The Data Protection Commissioner in Ireland shall act as competent supervisory authority for the purposes of Annex I.C of the Transfer Clauses (Competent Supervisory Authority).
- (i) The contents of Annex II to Appendix I shall form Annex II of the Transfer Clauses (Technical and organisational measures including technical and organisational measures to ensure the security of the data).

10.4 The following additional provisions shall also apply in order for the Transfer Clauses to be suitable for ensuring an adequate level of protection for such transfer in accordance with Article 6 paragraph 2 letter a FADP:

- (a) “FDPIC” means the Swiss Federal Data Protection and Information Commissioner.
- (b) “Revised FADP” means the revised version of the FADP of 25 September 2020, which is scheduled to come into force on 1 September 2023.
- (c) The term “EU Member State” must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility for suing their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Transfer Clauses.
- (d) The Transfer Clauses also protect the data of legal entities until the entry into force of the Revised FADP.

10.5 To the extent that the disclosure of Personal Data between the Parties involves the transfer, either directly or via onward transfer, of Personal Data subject to the LGPD to countries that do are not subject to an adequate level of protection within the meaning of the LGPD, the Parties agree to Process such Personal Data in compliance with LGPD and any other relevant Brazilian laws.

10.6 The Parties shall work together in good faith to enter into all such additional agreements, to provide such documentation, and to receive all approvals as may be necessary to ensure the lawful Processing and international transfers of Personal Data for the purposes of the Agreement and this Addendum and consistent with Data Protection Laws as soon as reasonably possible where required, including in the event that: (i) Transfer Clauses are invalidated, amended, replaced, or repealed by the European Commission, another relevant governmental authority, or under applicable Data Protection Laws; (ii) Brazil’s Supervisory Authority establishes specific contractual clauses, standard contractual clauses, or other safeguards required for cross-border data transfers; or (iii) Data Protection Laws require any further steps to be taken in order to permit international transfers of Personal Data as contemplated under this Addendum (e.g., entering into additional country-specific cross-border transfer clauses, executing or re-executing the Transfer Clauses as separate documents setting out the proposed transfers).

## ANNEX I

### A. LIST OF PARTIES

**Data exporter:** Either Autodesk or Publisher when acting as Disclosing Party (Controller). The activities relevant to the transfer of relate to the Processing of Personal Data under the Agreement.

**Data importer:** Either Autodesk or Publisher when acting as Receiving Party (Controller). The activities relevant to the transfer of relate to the Processing of Personal Data under the Agreement.

Contact person's name, position and contact details for Autodesk: The contact details associated with Autodesk as specified in the Agreement.

Contact person's name, position and contact details for Publisher: The contact details associated with Partner as specified in the Agreement.

### B. DESCRIPTION OF TRANSFER

#### *Categories of Data Subjects whose personal data is transferred*

The Personal Data transferred pursuant to the Agreement may concern some or all of the following categories of Data Subjects depending on the nature the Agreement:

- Current, past, and prospective customers and clients of Autodesk
- Students and pupils
- End users of Autodesk products and services
- Business partners and vendors of Autodesk
- Employees, contingent workers, contractors, or other personnel of Autodesk

#### *Categories of Personal Data transferred*

The Personal Data transferred pursuant to the Agreement may involve some or all of the following categories depending on the nature the Agreement:

- Identifiers: such as limited to name, surname, username, e-mail address, telephone number, postal address, IP address, device identifiers, government identification number, passport or visa information, employee ID, or other similar identifiers.
- Personal details: such as language preference, date of birth, gender.
- Commercial information: such as details of goods and services purchased or for which data subject is considered a prospect; license information; records of interaction with data subject (including customer service records, correspondence and details of complaints and their resolution); customer billing and financial information (including finance and subscription plans and payment information); account information; billing and payment information; competition entries; Autodesk event attendance details; website registration information; survey results.
- Internet or other electronic network activity information: such as communication preferences; content submitted to Autodesk online properties by data subject (for example, comments

posted to website forums hosted by Autodesk); device information; browsing history; search history; information regarding a data subject's interaction with a website, application, advertisement, or electronic service; other personal data collected through the use of cookies set by or on behalf of Autodesk.

- Geolocation data: such as generic location information (e.g., geographic region, country, city).
- Audio, visual, or similar information: such as call recordings; video recordings; profile photos or other data subject-uploaded photos or videos.
- Professional or employment-related information: such as employer name, and job title.
- Education information: such as educational background, school, and certifications.
- Inferences drawn from other Personal Data to create a profile about a data subject reflecting the data subject's preferences, characteristics, trends, predispositions, behavior, attitudes, abilities, and aptitudes.

*The Personal Data transferred pursuant to the Agreement does not involve the transfer of sensitive data.*

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)*

Continuous basis.

*Nature of the processing*

Personal Data Processed/transferred will be subject to the following basic processing activities:

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Using data, including analysing, consultation, testing, automated decision making, profiling, and anonymising
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion.

*Purpose(s) of the data transfer and further processing*

Processing of Personal Data under the Agreement.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.*

For the duration of the Agreement or as otherwise specified in the Agreement.

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.*

The subject matter, nature, and duration of the processing are as described in Annex I.B to this Agreement.

## ANNEX II

### TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

Data importer has implemented and will maintain the technical and organizational security and confidentiality measures described in Section 6 of this ICDPA.

*For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.*

Pursuant to Section 6 of this ICDPA, each Party will implement appropriate technical and organizational measures to provide an appropriate and reasonable level of data security, including for transfers to Processors.

## APPENDIX I

### CALIFORNIA PERSONAL DATA ADDENDUM

1. For the purposes of this subsection, “Sale”, “Sell”, and “Selling” shall have the same meanings as in CCPA.
2. Receiving Party shall not Sell California Personal Data received from Disclosing Party unless such Sales are consistent with CCPA and permitted by the ICDPA.
3. If Disclosing Party Sells California Personal Data to Receiving Party with knowledge that Receiving Party intends to further Sell such data: (1) Disclosing Party represents and warrants that Data Subjects to whom California Personal Data relates were provided explicit notice of Disclosing Party’s data processing and an opportunity to opt out of Sales; and (2) Receiving Party represents and warrants that it either (i) will present a notice at collection as defined in the CCPA to Data Subjects to whom California Personal Data relates or (ii) will register as a data broker under Cal. Civ. Code § 1798.99.80 and include in its registration a link to its privacy policy that includes instructions on how a consumer can submit a request to opt out of Sales.
4. If Receiving Party receives from Disclosing Party Deidentified Data, Receiving Party will comply with the requirements of Cal. Civ. Code Section 1798.140(m).
5. The Parties agree and acknowledge that Disclosing Party allows Receiving Party to access California Personal Data for the specific and limited purpose described in Annex I to Appendix I or as permitted in the CCPA.
6. Receiving Party covenants that it will use California Personal Data only for the purposes permitted in Section 5 or in the CCPA; (ii) comply with all applicable sections of the CCPA and provide the same level of privacy protection to California Personal Data as required by Businesses; and (iii) notify Disclosing Party within 5 business days of making a determination that Receiving Party can no longer meet its obligations under the CCPA.
7. Disclosing Party may take reasonable and appropriate steps to (i) confirm that California Personal Data is being used consistent with the CCPA and this Addendum; and (ii) prevent, stop, or remediate unauthorized processing of California Personal Data.
8. If Disclosing Party authorizes Receiving Party to collect California Personal Data from a Consumer through Disclosing Party’s website, then Receiving Party covenants to check for and comply with opt-out preference signals.