

AUTODESK APP STORE PUBLISHER AGREEMENT

PLEASE READ THIS PUBLISHER AGREEMENT ("Agreement") CAREFULLY BEFORE SUBMITTING YOUR PRODUCT TO AUTODESK. THIS CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND AUTODESK.

Before submitting your product to Autodesk to be considered for inclusion on Autodesk App Store's e-commerce platform (referred to in this Agreement as the "**Autodesk App Store**," as further defined below), you must accept the terms of this Agreement. By selecting the "I accept" button or other button or other mechanism designed to acknowledge agreement, you acknowledge and agree that you have read and agree to the terms of this Agreement on your behalf and/or on behalf of your company, organization, agency or other entity (collectively, "**Entity**") as its authorized legal representative.

IF YOU ARE UNWILLING TO ACCEPT THESE AGREEMENT TERMS, OR YOU DO NOT HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF AND BIND SUCH ENTITY, DO NOT SELECT THE "I ACCEPT" BUTTON OR OTHERWISE CLICK ON ANY BUTTON (OR OTHER) MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO NOT SUBMIT, UPLOAD OR DISTRIBUTE (DIRECTLY OR INDIRECTLY) ANY PRODUCT OR MATERIAL ON OR THROUGH THE AUTODESK APP STORE. For purposes of clarity, you may not accept this Agreement on behalf of an Entity unless you are an employee or other authorized agent of such Entity with the right, power and authority to act on behalf of such Entity.

Autodesk reserves the right to change the terms of this Agreement (including without limitation, the Commission rate) from time to time, and provide you with notice of such change by posting a revised version of such terms on the Autodesk App Store or by other reasonable means selected by Autodesk.

1. Definitions

1.1. "**Applicable Law(s)**" means, individually and collectively, applicable laws, rules, regulations, and judicial and governmental orders.

1.2. "**Autodesk**" means Autodesk, Inc., a Delaware corporation located at 111 McInnis Parkway, San Rafael, California 94903, U.S.A.

1.3. "**Autodesk App Store**" means that certain Autodesk platform (and all related content, materials and services), currently named "Autodesk App Store," and any and all successors, replacements, new versions, and updates and upgrades thereto, which platform allows: (a) Publishers to submit Publisher Products for review for inclusion in the Autodesk App Store e-commerce store, (b) Publishers to make available Publisher Products to End Users, and (c) End Users to purchase and/or download (via in-product access and/or through one or more Autodesk Websites) Publisher Products.

1.4. "**Autodesk Assets**" means, collectively, Autodesk App Store, Autodesk Website, Autodesk Confidential Information (including Autodesk Data), Autodesk Products (including, without limitation, any Developer Materials provided therewith) and Autodesk Materials.

1.5. "**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, without limitation, 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,

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1.6. **"Autodesk Data"** means data or information connected with or related to any and all Autodesk Products.

1.7. **"Autodesk Materials"** means any and all trademarks, service marks, logos, brand features, screen shots, images, artwork, icons, content and/or any other copyrighted text, descriptions, Autodesk Data , any Autodesk Product or Autodesk Website.

1.8. **"Autodesk Parties"** means Autodesk, its affiliates and subsidiaries, and each of their respective officers, directors, employees and representatives.

1.9. **"Autodesk Products"** means Autodesk's generally available commercial software programs, products or services, (including, without limitation, any extensions, revisions, corrections, patches, service packs, updates, upgrades, modifications, enhancements and versions thereto) provided or made available by Autodesk. Autodesk Products may also include Autodesk software programs, products, applications or components provided or made available by Autodesk, which are not in final form and have not been commercially released to the general public, including without limitation any related specifications and all versions thereof, whether labeled alpha, beta, pre-release, preview or otherwise.

1.10. **"Autodesk Website"** means any Autodesk owned or operated site on the World Wide Web, and all its sub-pages, online platforms or any alternative or replacement site designated by Autodesk in its sole discretion.

1.11. **"Commission"** means an amount payable to Autodesk which equals a percentage of the amount equal to the fee Publisher received for the distribution of its Publisher Products less the transaction cost for such sale charged by the Payment Processor. The parties acknowledge that Autodesk currently charges a commission rate of 0.0% to Publisher, which rate may be revised by Autodesk from time to time in accordance with the terms of this Agreement.

1.12. **"Developer Materials"** means any applications programming interface information that specifies the requirements for interfacing to (e.g., invoking or directing the functions of) the Autodesk Product, and other toolkits, libraries, scripts, reference or sample code, and similar developer materials included in the Autodesk Product or otherwise provided or made available by Autodesk.

1.13. **"End User"** means the end user of a Publisher Product.

1.14. **"End User License Agreement"** or **"EULA"** means the end user license agreement or terms of service between Publisher and each of its End Users.

1.15. **"Feedback"** means all suggestions, comments, input, ideas, reports, information or know-how (whether in oral, electronic or written form) provided by Publisher to Autodesk in connection with Publisher's evaluation and use of any Autodesk Assets.

1.16. **"Intellectual Property Rights"** means all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights, and similar rights of any type under the laws of any governmental authority, domestic or foreign or any international treaties.

1.17. **"Open Source Software"** means software that is subject to any license (including, without limitation, the GNU General Public License or GNU Lesser/Library General Public License) which requires that such software be, as a condition of use, copying, modification or redistribution: (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works, or (c) redistributed free of charge.

1.17. **"Payment Account"** means a financial account established by a Payment Processor for Publisher which authorizes the Payment Processor to collect and remit payments on Publisher's behalf for Publisher Products distributed via the Autodesk App Store.

1.19. **"Payment Processor"** means a third party payment processing service provider designated by Autodesk to process all payments and charges for Publisher Products.

1.20. **"Product Guidelines"** means the Autodesk App Store Product Guidelines and any updates, new versions, substitutes or replacements, detailing the specifications, requirements and guidelines to which Publisher Product must conform in order to be distributed through the Autodesk App Store. The current version of the Product Guidelines can be found [here](#). The Product Guidelines are also deemed to include Autodesk.com's General Terms of Use, Privacy Policy, Linking Policy, Export Compliance Policy, all of which are available [here](#), and other Autodesk policies that may be published from time to time, all of which are incorporated by reference into the Product Guidelines.

1.21. **"Publisher"** means the legal entity (or individual) that accepts this Agreement and submits a Publisher Product to Autodesk subject to the terms of this Agreement.

1.22. **"Publisher Assets"** means, collectively, Publisher Products and Publisher Materials.

1.23. **"Publisher Materials"** means Publisher's trademarks, service marks, logos, brand features, screen shots, images, artwork, icons, content and/or any other copyrighted text, descriptions, data or information that Publisher provides to Autodesk in connection with or related to Publisher Products. Publisher Materials does not include Autodesk Data.

1.24. **"Publisher Product"** means a software program, tool, plug-in, add-on, application, library, book, content, database, solution, web service or other item or material developed and branded by or for Publisher which is compatible with and relevant to the designated Autodesk Product and is submitted by Publisher to Autodesk for consideration for distribution through the Autodesk App Store. Publisher Product includes all extensions, revisions, bug fixes, updates, upgrades, modifications, enhancements and new versions submitted to Autodesk hereunder and any services or subscriptions provided through or in connection with Publisher Product.

2. Submission. Delivery of each Publisher Product will be made by electronic transmission or other method specified by Autodesk. As part of the submission process, Publisher will make available in an easily accessible location within the Product a link to the applicable privacy policy and the text of such privacy policy. By submitting a Publisher Product to Autodesk, Publisher represents and warrants that such Publisher Product satisfies and complies with the terms of this Agreement, the Product Guidelines and all Applicable Laws.

3. Acceptance & Rejection. Autodesk may, in its sole discretion, accept a Publisher Product for distribution through the Autodesk App Store. Acceptance by Autodesk of a Publisher Product does not relieve Publisher of any of the obligations under Section 5 ("Responsibility for Publisher Assets; Release of Autodesk"). Publisher will be solely responsible for developing Publisher Products that are safe, free of defects in design, operation and performance,

and comply with the terms of this Agreement, the Product Guidelines and all Applicable Laws. Publisher will also be solely responsible for any associated documentation and End User customer support and warranty of Publisher Products. For purposes of clarity, the fact that Autodesk may have reviewed, tested or approved any of Publisher Products will not relieve Publisher of any of the responsibilities described in this Agreement. Once accepted for distribution through the Autodesk App Store, Autodesk reserves the right, in its sole discretion, to make all decisions regarding placement or promotion of Publisher Products on the Autodesk App Store. Autodesk may also, in its sole discretion, with or without cause, and without any liability whatsoever (including without limitation, for any development costs), reject a Publisher Product, even if it satisfies the terms of this Agreement, the Product Guidelines and all Applicable Laws.

4. Price, Commission, Taxes & Refunds

4.1. **Price.** Publisher is responsible for setting the price or fee (including, without limitation, subscription fee or periodic payment) that End Users must pay for Publisher Products in the currencies permitted by the Payment Processor. For purposes of clarity, Publisher may choose to distribute or make available any Publisher Product at no charge to End Users.

4.2. **Payment.** Any and all payments for Publisher Products shall be made through the Payment Processor. Accordingly, Publisher agrees to enter into a payment agreement with the Payment Processor, abide by all the rules and policies required by the Payment Processor as the “Seller of Record,” and maintain a valid Payment Account in good standing. Publisher is solely responsible for verifying that it has received payment for each distribution of the Publisher Products through the Autodesk App Store.

4.3. **Commission.** For each distribution of Publisher Products completed, Autodesk will receive the Commission. The Commission shall be remitted by the Payment Processor to Autodesk in accordance with the terms of the Payment Processor. Publisher agrees to provide the Payment Processor with all instructions and authorizations necessary and appropriate to ensure timely payment of Commission to Autodesk. If Publisher chooses to provide its Publisher Products at no charge, no Commission will be due to Autodesk.

4.4. **Taxes.** Publisher shall be responsible for any and all taxes attributable to the Publisher Products and the Commission, including without limitation, sales, use, excise, import, export, value-added tax and other taxes, but excluding taxes attributable to Autodesk’s net income. Publisher shall be responsible for verifying if a Publisher Product 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.

4.5. **Refunds.** Publisher shall be solely responsible for issuing any refunds to End Users or otherwise resolving End Users’ complaints. Such refunds shall be processed pursuant to the standard terms of the Payment Processor.

5. Responsibility for Publisher Assets; Release of Autodesk.

5.1 **Responsibility for Publisher Assets.** Publisher is solely responsible for (i) the development, installation, use, support, maintenance and warranties of Publisher Assets, and (ii) any and all liabilities or claims with respect to Publisher Assets (including, without limitation, for product liability, property damage, personal injury or death, infringement of third party rights, violation of Section 11 (Data Protection Addendum), or violation of any Applicable Laws). Publisher shall ensure that the Publisher Products are delivered or provided in accordance with its agreement with the End User.

5.2 **Release of Autodesk.** Publisher is solely responsible for its use of the Autodesk Assets in compliance with the terms of this Agreement, the Product Guidelines and all Applicable Laws. Publisher agrees that Autodesk shall have no responsibility or liability whatsoever in connection with the responsibilities and obligations set forth in the foregoing sentence and in Section 5.1 and, to the maximum extent permitted by Applicable Laws, Publisher hereby

releases and waives 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 Publisher Assets and Publisher's use of any Autodesk Assets. IF PUBLISHER IS A CALIFORNIA RESIDENT, IT WAIVES ITS RIGHTS UNDER CALIFORNIA CIVIL CODE § 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." Residents of other states and nations similarly waive their rights under applicable and/or analogous laws, statutes, or regulations.

6. Representations and Warranties. Publisher represents and warrants that (i) it has full right and authority to grant the rights granted in this Agreement and in the EULA, including all Intellectual Property Rights, and no other party's permission is required, (ii) Autodesk's and End Users' exercise of their respective rights does not and will not violate or infringe upon the rights of any third party or violate any Applicable Laws (including, by way of example, but not limited to, those relating to privacy, data collection, consumer protection and import/export), (iii) all information Publisher provides in connection with Publisher Assets is and will be accurate, complete and up-to-date, (iv) Publisher 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 (v) Publisher did not use, and Publisher Assets do not and will not contain, any Open Source Software in the development of any Publisher Product which would cause any Autodesk Product to be subject to any licensing terms for such Open Source Software.

7. Removal of Publisher Assets. Publisher may remove any of Publisher Assets from the Autodesk App Store at any time and for any reason, provided that it does not affect the license rights of users who have already downloaded, accessed or purchased the Publisher Products or otherwise used Publisher Assets. In addition, Autodesk may, in its discretion, remove any of Publisher Assets from the Autodesk App Store at any time, with or without cause and without any liability whatsoever, including, without limitation, for any losses, damages, costs or expenses. Autodesk will provide Publisher with notice of such removal in accordance with Section 15.1.1.

8. Autodesk Confidential Information. Publisher agrees to (i) use Autodesk Confidential Information solely for the purposes of developing, testing, evaluating, publishing, supporting and maintaining the Publisher Product(s) and providing Feedback; (ii) not disclose any Autodesk Confidential Information to third parties; and (iii) take reasonable security precautions that are at least as protective as the precautions Publisher takes to protect its own confidential information of a similar nature, but using no less than reasonable care, to keep confidential the Autodesk Confidential Information. Publisher may disclose Autodesk Confidential Information only to Publisher's employees and consultants on a need-to-know basis, provided such employees and consultants have appropriate written agreements with Publisher sufficient to enable Publisher to comply with all the provisions of this Agreement. Publisher guarantees the performance of this provision by each employee or consultant obtaining Autodesk Confidential Information from Publisher. Publisher agrees to notify Autodesk immediately upon discovery of any unauthorized use or disclosure of Autodesk Confidential Information or any other breach of this Agreement by Publisher or its employees or consultants, and will cooperate with Autodesk in every reasonable way to help Autodesk regain possession of the Autodesk Confidential Information and prevent its further unauthorized use or disclosure. Publisher may disclose Autodesk Confidential Information in accordance with a judicial or other governmental order, provided Publisher gives Autodesk immediate written notice (in any event no less than five (5) days prior to such disclosure) to allow Autodesk a reasonable opportunity to seek a protective order or equivalent protection.

9. 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, which may change. Accordingly, Publisher will not rely on Autodesk Assets for development, sales, marketing, distribution or any other purposes.

10. Proprietary Rights and Licensing

10.1. **Ownership by Publisher.** Autodesk acknowledges and agrees that as between the parties, Publisher owns all right, title and interest (including all Intellectual Property Rights) in and to Publisher Assets.

10.2. **Ownership by Autodesk.** Publisher acknowledges and agrees that as between the parties, Autodesk owns all right, title and interest (including all Intellectual Property Rights) in and to the Autodesk Assets.

10.3. **License by Publisher.** Subject to this Agreement, Publisher grants to Autodesk and its resellers, channel partners and authorized subcontractors, under all of Publisher's Intellectual Property Rights, a non-exclusive, worldwide, royalty-free license, with right to sublicense, to:

10.3.1. Use, reproduce and test Publisher Products to determine if Publisher Products satisfy the Product Guidelines;

10.3.2. Make available, publicly display, perform, demonstrate, transmit, store, import and broadcast Publisher Products and enable distribution of Publisher Products (subject to EULA between End User and Publisher) through the Autodesk App Store;

10.3.3. Use, reproduce, make available, publicly display and perform Publisher Materials (including, without limitation, Publisher's trademarks, service marks, logos, brand features, screen shots, images, artwork, icons) for purposes of marketing, promoting and publicizing Publisher Products and the Autodesk App Store; and

10.3.4. Make, have made, use, copy, modify, and create derivative works of the Feedback as part of any Autodesk product, program, service, technology, specification or documentation 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 Publisher. This license in Section 10.3.4 will be perpetual and irrevocable.

10.4. **License by Autodesk.** To the extent that it is necessary for Publisher to use any Developer Materials in order to develop and maintain the Publisher Product, Autodesk hereby grants to Publisher a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to use such Developer Materials internally and only for Publisher's development and support of its Publisher Product. Subject to Publisher's compliance with the terms of this Agreement, Publisher may also reproduce, modify or distribute certain Developer Materials that are either (a) identified as redistributable or (b) by nature would be clearly required to be distributed, as embedded in and constituting an integrated part of the Autodesk-accepted Publisher Product in order to be compatible with the relevant Autodesk Product. Unless otherwise specifically designated, Publisher acknowledges that such Developer Materials will be deemed Autodesk Confidential Information.

10.5. **Reservation of Rights.** Except as expressly granted in this Agreement, neither party shall have any rights of any kind in the other party's intellectual property, 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 Autodesk's or to Publisher's Intellectual Property Rights other than in accordance with the terms of this Agreement.

10.6. **End User Licensing.** Each copy of Publisher Products made available on the Autodesk App Store will be accompanied by a EULA. Each EULA will be solely between Publisher and the End User and conform to all Applicable Laws. Autodesk shall not be responsible for, and shall not have any liability whatsoever in connection with, any EULA or any breach thereof by Publisher or an End User. Each EULA shall contain minimum terms that are no less restrictive than those set forth in Exhibit A. In the event that Publisher does not furnish its own EULA for its Publisher Products, Publisher agrees that each End User's use of that Publisher Product shall be subject to the then-current standard Autodesk App Store [EULA](#).

11. Data Privacy. Publisher will comply with the responsibilities set forth in the Data Protection Addendum attached as Exhibit B and incorporated herein by reference.

12. Independent Development. Publisher understands 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, Publisher Assets. In addition, Autodesk may work with other software developers (either through the Autodesk App Store or otherwise) whose products, programs, materials or services compete, or will compete with, Publisher Assets. Nothing in the terms of this Agreement or otherwise with respect to the Autodesk App Store, shall 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 Publisher Products. Publisher further understands and agrees that Autodesk will have no confidentiality obligations or restrictions whatsoever regarding any information that Publisher provides to Autodesk, either directly or indirectly, in connection with Publisher Assets, Publisher's business or otherwise. Accordingly, Publisher should not disclose anything to any Autodesk Parties that Publisher desires to keep confidential.

13. Disclaimer of Warranties. AUTODESK PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AUTODESK PARTIES SHALL CREATE A WARRANTY. THE AUTODESK ASSETS ARE PROVIDED FOR USE AT PUBLISHER'S OWN RISK AND "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, AUTODESK PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, EQUITY, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. AUTODESK PARTIES SPECIFICALLY DO NOT WARRANT THAT AUTODESK ASSETS WILL MEET PUBLISHER'S REQUIREMENTS; 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 ERROR-FREE, ACCURATE, RELIABLE, COMPLETE OR UNINTERRUPTED; THAT ANY OR ALL ERRORS OR DEFECTS IN THE PRODUCT WILL BE CORRECTED; OR THAT ANY AUTODESK ASSET (INCLUDING, WITHOUT LIMITATION, THE AUTODESK APP STORE) IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. **PUBLISHER USES THE AUTODESK ASSETS AT ITS OWN RISK.** SHOULD THE AUTODESK ASSETS PROVE DEFECTIVE, PUBLISHER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. 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. PUBLISHER FURTHER ACKNOWLEDGES THAT AUTODESK SHALL HAVE NO OBLIGATION WHATSOEVER TO RELEASE OR OTHERWISE MAKE GENERALLY AVAILABLE, ANY AUTODESK ASSETS.

14. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL AUTODESK PARTIES BE LIABLE FOR ANY CLAIM FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND), NOR SHALL AUTODESK PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR RELATING TO PUBLISHER'S USE OR INABILITY TO USE ANY AUTODESK ASSETS OR RESULTING FROM A FORCE MAJEURE EVENT, AN ACT OF A THIRD PARTY OR OF NO FAULT ON ITS BEHALF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. PUBLISHER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, TORT, OR OTHERWISE, IS TO CEASE USE OF THE AUTODESK ASSETS.

15. Indemnification. To the maximum extent permitted by law, Publisher will defend Autodesk Parties from and against any and all third-party claims, actions, suits and/or proceedings (or threat thereof), and will indemnify and hold harmless the Autodesk Parties harmless from any and all liabilities, losses, damages, judgments, settlements, taxes, costs and expenses (including without limitation, reasonable attorneys' fees and costs) (individually and collectively, "**Claims**"), arising out of or accruing from: (a) Publisher Assets, (b) Publisher's use of any Autodesk Assets, (c) Publisher's obligations under Section 5, and (d) any breach of this Agreement. Autodesk will promptly

notify Publisher in writing of any Claims and give Publisher sole control of the defense and any settlement thereof, provided that any settlement with respect to any such Claims other than a settlement solely for the payment of money will require the written consent of Autodesk, such consent not to be unreasonably withheld. Autodesk may join in the defense or settlement of any Claim with counsel of its choice, at its own expense.

16. General Provisions

16.1. **Notices.** All notices hereunder shall be made as follows:

16.1.1. If to Publisher: by email to the email address Publisher provided to Autodesk when Publisher registered for an account with the Autodesk App Store, or another address as subsequently designated by Publisher according to the notice provisions hereof.

16.1.2. If to Autodesk: appsinfo@autodesk.com, or another address as subsequently designated by Autodesk according to the provisions hereof.

Notices will be effective one (1) day after sending to the above email address(es).

16.2. **Relationship of the Parties.** Publisher and Autodesk are independent contractors. Neither party is or shall represent itself as an agent, legal representative, employee, or partner of the other party.

16.3. **No Waiver.** If one party does not enforce a legal right or remedy available to it under this Agreement or Applicable Laws, that failure will not be considered a waiver of its right to enforce those rights or remedies in the future.

16.4. **Governing Law.** This Agreement and the parties' relationship hereunder shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its choice of law provisions. The parties agree to bring and maintain any litigation related to this Agreement exclusively in the Superior Court of the State of California, County of Marin, or in the United States District Court for the Northern District of California in San Francisco. The parties expressly submit themselves to the exclusive jurisdiction and venue of such courts. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. If a court with jurisdiction to decide the matter rules that a provision of this Agreement is unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

16.5. **Export Regulations.** Publisher is responsible for ensuring that its provision of Publisher Assets to Autodesk and its offer of Publisher Products to its End Users on or thru the Autodesk App Store as contemplated by this Agreement does not and will not violate the Export Administration Regulations of the United States Department of Commerce or any other applicable U.S. government regulation regarding the export or re-export of United States source technical information as well as similar trade and export laws and regulations of Publisher's country.

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

16.7. **Entire Agreement.** Except as otherwise supplemented and amended, as provided in the introduction hereto, all terms, conditions and provisions of this Agreement shall remain in full force and effect. This Agreement, together with the Product Guidelines and any exhibits, which are incorporated by reference into the Agreement, contains the entire agreement between Publisher and Autodesk with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Publisher and Autodesk.

EXHIBIT A

EULA MINIMUM TERMS AND CONDITIONS

BY SELECTING THE "ACCEPT" (OR SIMILAR) BUTTON BELOW THIS AGREEMENT OR BY DOWNLOADING, INSTALLING, ACCESSING, COPYING OR OTHERWISE USING ALL OR ANY PORTION OF THIS PRODUCT ("**PRODUCT**"), YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT, EITHER PERSONALLY OR ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY FOR WHICH YOU ARE ACQUIRING THE PRODUCT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR DO NOT WISH TO BIND YOURSELF OR THE ENTITY YOU REPRESENT: (A) DO NOT DOWNLOAD, INSTALL, ACCESS, COPY, UPLOAD, OR OTHERWISE USE THE PRODUCT; AND (B) SELECT THE "REJECT" (OR SIMILAR) BUTTON BELOW THIS AGREEMENT, WHICH WILL CANCEL THE DOWNLOAD OF THE PRODUCT. DOWNLOADING, INSTALLING, ACCESSING, COPYING, UPLOADING, OR OTHERWISE USING THE PRODUCT, EXCEPT AS PERMITTED BY THIS AGREEMENT, IS UNAUTHORIZED AND CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND AN INFRINGEMENT OF THE COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS IN SUCH PRODUCT AND MAY SUBJECT YOU TO LIABILITY FOR DAMAGES AND CRIMINAL PENALTIES.

1. If you are downloading, installing, accessing, copying, uploading, or otherwise using a Product provided or authored by [Publisher's name]:

(a) This Agreement is solely between you and [Publisher's name] ("**Publisher**");

(b) You create a direct relationship with Publisher under the terms of this Agreement, independent of your relationship with Autodesk, Inc. ("**Autodesk**") under the terms of agreements, or terms of use, governing your use of other generally available Autodesk software products and services; and

(c) Your use of the Product is governed by the terms of this Agreement and not the terms of any other Autodesk agreements, or terms of use, governing the use of other generally available Autodesk software product and services

(d) Your personal data (e.g., first name, last name, email address) will be made available to the Publisher for fulfillment purposes; and

(e) Personal data collected through the Product is subject to the Publisher's privacy policy.

2. In addition to the foregoing, [Publisher's name], and not Autodesk, is solely responsible for the Product, including, without limitation, for:

(a) Any and all content, services or subscriptions provided through or in connection with the Product;

(b) Any and all maintenance and support services, as specified in this Agreement (if any) or as required under applicable laws, rules, regulations, and judicial and governmental orders (individually and collectively, "**Applicable Laws**");

(c) Any notices and consents required to be given to end users regarding data collection, use, processing and/or storage (if any) by product under Applicable Laws (including without limitation, privacy/data protection laws);

(d) Any and all warranties, whether express or implied by law, to the extent not effectively disclaimed in this Agreement, or other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty; and

(e) The investigation, defense, settlement and discharge of any claims by you or any third party in any way relating to the Product, including, but not limited to, for (i) product liability, (ii) noncompliance with any Applicable Laws (including, without limitation, consumer protection and privacy/data protection laws), and (iii) infringement of third party's intellectual property rights.

3. AUTODESK WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OR INABILITY TO USE THE PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AUTODESK SHALL CREATE A WARRANTY. SHOULD THE PRODUCT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. Some states and jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above limitations and exclusions may not apply to you.

4. UNDER NO CIRCUMSTANCES WILL AUTODESK BE LIABLE TO YOU FOR ANY CLAIM FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND), NOR SHALL AUTODESK BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OR INABILITY TO USE THE PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. IN ADDITION, THE SOLE AND EXCLUSIVE LIABILITY OF AUTODESK FOR ANY CLAIM UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU (IF ANY) FOR SUCH PRODUCT. Some states and jurisdictions do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation and exclusions may not apply to you.

5. You acknowledge that Autodesk is a third-party beneficiary of the EULA and that upon your acceptance of the terms of the EULA, Autodesk will have the right to enforce the EULA against you as a third-party beneficiary thereof.

6. Questions, complaints or claims with respect to the Product should be directed solely to:

[Publisher's name, address, E-mail address and other contact information]

EXHIBIT B

DATA PROTECTION ADDENDUM

The following Data Protection Addendum shall be added to and becomes part of the Publisher Agreement:

This Data Protection Addendum ("**Addendum**") 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 Addendum and any other provision of the Agreement with respect to matters of Processing (as that term is defined below) only, this Addendum shall control.

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

2. **Definitions**

2.1. Except as provided below, all defined terms in this Addendum will have the meanings set out in the Agreement.

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

"**Data Protection Laws**" means all privacy and data protection laws, regulations, and decisions applicable to a party to this Addendum, including, as the case may be, the EU General Data Protection Regulation ("**GDPR**") and the California Consumer Privacy Act ("**CCPA**");

"**Controller**" means the entity that determines the purposes and means of the Processing of Personal Data, including, as applicable, any "business" as that term is defined by CCPA;

"**Data Subject**" means the identified or identifiable person to whom Personal Data relates or, to the extent applicable under Data Protection Laws, the particular household to which Personal Data relates;

"**Personal Data**" means any information relating to an identified or identifiable natural person or, to the extent applicable under Data Protection Laws, household; an identifiable person is one who can be identified, directly or indirectly, including by reference to a user identification or unique identifier, such as a name, an identification number, precise geo-location data, an online user identification, or by reference to one or more factors specific to physical, physiological, genetic, mental, economic, cultural or social identity. "Personal Data" does not include aggregated, anonymous, or de-identified data, as such terms are defined by Data Protection Laws;

"**Process**" or "**Processing**" means any operation or set of operations performed on Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

"**Governmental Authority**" means any governmental entity with the power to exercise any regulatory, enforcement, investigative, or other supervisory authority over the Processing of Personal Data under Data Protection Laws.

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 GDPR. Each party is responsible for processing Personal Data within scope of this Addendum in accordance with Data

Protection Laws, including, as the case may be, GDPR and CCPA.

4. Notification 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 use and disclose Personal Data as permitted by the Agreement. Disclosing Party is responsible for providing Data Subjects with any notices and obtaining any consents as required by Data Protection Laws, including Arts. 13 and 14 of GDPR to the extent applicable. 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 transferring Personal Data subject to CCPA ("**California Personal Data**"), the parties agree to the following provisions with respect to such data:

- a. For the purposes of this subsection, "**Sale**", "**Sell**", and "**Selling**" shall have the same meanings as in CCPA.
- b. Receiving Party shall not Sell California Personal Data received from Disclosing Party unless such Sales are consistent with CCPA and permitted by the Agreement.
- c. If Disclosing Party Sells California Personal Data to Receiving Party and Receiving Party further Sells such data, Disclosing Party shall either: (i) represent and warrant 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, or (ii) send to Receiving Party a description of how all notices are provided as required by subsection 4.1, and examples of the ways in which such notices are presented with respect to California Personal Data.

5. **Data Transfers Between Parties.** The Disclosing Party is responsible for ensuring that any transfers of Personal Data to Receiving Party is consistent with Data Protection Laws.

6. **Security or Processing.** It is the responsibility of each party to process Personal Data within scope of this Addendum in compliance with Data Protection Laws, including, to the extent applicable, Art. 32, paragraph 1 of 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 or complaints of Data Subjects or Governmental Authorities regarding compliance with Data Protection Laws, including, as the case may be, GDPR and CCPA. The parties will notify each other of any Data Subject requests that they carry out in accordance with their respective obligations under Data Protection Laws, including GDPR and CCPA, and in particular, under Arts. 16, 17(1) and 18 of GDPR, to the extent applicable.

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, Arts. 24 et seq. of 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 GDPR to the extent applicable. Each party shall maintain a publicly facing privacy notice that describes such party's Processing in the capacity of a Controller and contains all disclosures required by Data Protection Laws.

10. International Transfers.

10.1. To the extent that the Processing involves the transfer of Personal Data originating from a jurisdiction within the European Economic Area ("**EEA**," which for the purposes of this Addendum includes Switzerland and will continue to include the United Kingdom should the United Kingdom leave the EEA), either directly or via onward transfer, to any country or recipient that has not been recognized by the originating jurisdiction's Governmental Authority as offering an adequate level of protection for Personal Data, Receiving Party agrees:

- a. That where Receiving Party maintains active and valid binding corporate rules for processors that have been approved by the originating jurisdiction's Governmental Authority and that apply to its Processing of Personal

Data, Receiving Party shall Process the Personal Data from the EEA in compliance with such binding corporate rules; or

- b. That where Receiving Party has provided Disclosing Party with an active and valid certification under the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks, Receiving Party shall Process the Personal Data from the EEA in compliance with such Privacy Shield Framework and the applicable Privacy Shield Principles; or
- c. To comply with the Standard Contractual Clauses set out by the EU Commission Decision of 5 February 2010 (2010/87/EU) or any superseding set of Standard Contractual Clauses that may be subsequently approved by the originating jurisdiction's Governmental Authority ("Model Clauses"), which are hereby incorporated by reference. For the purposes of the Model Clauses, the Disclosing Party that is the Data Controller or is acting on behalf of the Data Controller of the Personal Data shall be the "data exporter" and Receiving Party shall be the "data importer." In the event of inconsistencies between the provisions of the Model Clauses and this Addendum, the Agreement, or other agreements between the parties regarding Processing of Personal Data from the EEA, the Model Clauses shall take precedence.

10.2. The parties shall work together in good faith to enter into all such additional agreements and documents as may be necessary to ensure the lawful Processing and international transfers of Personal Data for the purposes of Data Protection Laws and this Agreement and to ensure the receipt of all necessary approvals for such Processing from appropriate Governmental Authorities as soon as reasonably possible, including in the event that binding corporate rules, the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks, or the Model Clauses are invalidated, amended, replaced, or repealed by any of the originating jurisdiction's Governmental Authorities or under the originating jurisdiction's Data Protection Laws.