

Student Data Privacy Agreement (U.S. Educational Institutions)

This Student Data Privacy Agreement (“DPA”) is entered into on this day of May 5, 2021 between Autodesk, Inc. (“Autodesk”) and the educational institution that has signed this DPA (the “Educational Institution”).

1. **DEFINITIONS.** For purposes of this DPA, the following terms have the meanings set forth below:

“**Administrative Contact**” means the administrative contact for the Educational Institution identified below, or as updated by Educational Institution by written notice to Autodesk.

“**Breach**” means the unlawful or unauthorized destruction, loss, alteration, disclosure, exfiltration of or access to PII or Student-Generated Content

“**CCPA**” means California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations.

“**FERPA**” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations enacted at 34 C.F.R. Part 99.

“**Personally Identifiable Information**” (“**PII**”) has the same meaning as defined under FERPA at 34 C.F.R. § 99.3. To the extent that Educational Institution provides Autodesk with Student Personal Information from California residents in connection with the Service, PII shall also include the “personal information” of such California residents, as that term is defined under CCPA at Cal. Civ. Code § 1798.140(o).

“**PPRA**” means the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h

“**Service**” means Autodesk Fusion 360.

“**School Official**” has the same meaning as under FERPA at 34 C.F.R. § 99.31(a)(1), and includes contractors, consultants, volunteers, or other parties to which an educational institution has outsourced institutional services or functions.

“**Student**” means a student enrolled at the Educational Institution using a Student Account.

“**Student Account**” means an Autodesk Account for an individual registered as a “Student,” which permits access to the Service for educational purposes.

“**Student-Generated Content**” means materials created by a Student using the Service through a Student Account such as, for example, models, circuit designs, and codeblocks.

“**Subprocessor[s]**” means a service provider of Autodesk, Inc. or its affiliates.

2. RESPONSIBILITIES OF AUTODESK

- 2.1. Autodesk and Educational Institution acknowledge that Educational Institution must comply with applicable federal and state laws, such as FERPA and PPRA. Autodesk shall conduct the Service consistent with the requirements of applicable federal and state laws, such as FERPA and PPRA.
- 2.2. Autodesk agrees that to the extent that Educational Institution is subject to FERPA and provides Autodesk with Student PII in connection with the Service, Autodesk will be considered a School Official.
- 2.3. Autodesk agrees that to the extent that Educational Institution provides Autodesk with Student PII from California residents in connection with the Service, Autodesk will handle all Student Personal Information as a “service provider” to Educational Institution with respect to such Student Personal Information, as that term is defined by CCPA.
- 2.4. As between the parties, Autodesk acknowledges that the Educational Institution is the owner of Student PII and Student-Generated Content provided by the Educational Institution through the Service.
- 2.5. Autodesk will collect, use, and otherwise process Student PII and Student-Generated Content provided by Educational Institution through the Service only as described in this DPA and the Autodesk Privacy Statement, including the Autodesk Children’s Privacy Statement, available at <https://www.autodesk.com/privacy>, which is incorporated into this DPA by

reference. This includes features which may allow Students to post Student-Generated Content and PII to interactive features on Autodesk website and in the Service, which may be viewed by other Autodesk users outside of the Educational Institution. Autodesk will not (i) use Student PII or Student-Generated Content for any purposes not specified in this DPA, or not authorized by the parent/guardian or the Educational Institution, (ii) use Student PII or Student-Generated Content for advertising or marketing purposes; (iii) use Student PII or Student-Generated Content to amass a profile about a student except in furtherance of the Service; (iv) sell Student PII or Student-Generated Content, or (v) disclose Student PII or Student-Generated Content, unless permitted by law or upon approval of the Educational Institution. Autodesk will not collect more information than is reasonably necessary in order to provide the Service.

- 2.6. To the extent that Autodesk transfers any Student PII or Student-Generated Content collected through the Service to Subprocessors, Autodesk agrees to have written agreements with said Subprocessors, so that data is processed in accordance with this DPA.
- 2.7. Autodesk agrees that it will destroy Student PII or Student-Generated Content provided through the Service within its possession, custody, or control within ninety (90) days following the time that the Student Account is deleted. Notwithstanding the foregoing, Autodesk shall be permitted to retain an archival copy of the Student PII or Student-Generated Content as may be required by law or permitted by law.

3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- 3.1. Educational Institution shall gather and/or provide consent in accordance with applicable law prior to Students' use of the Service, if such consent is required.
- 3.2. Educational Institution acknowledges that it is Educational Institution's sole responsibility to ensure that any Student PII it discloses to Autodesk or authorizes Autodesk to collect under this DPA is in compliance with all applicable laws and regulations, including but not limited to FERPA and the Protection of Pupil Rights Amendment, set forth in 20 U.S.C. § 1232h.
- 3.3. Educational Institution understands that Autodesk permits only Students who indicate that they are age 13 and older to use the Service in the United States. Educational Institution shall ensure that all Students that use the Service are age 13 or older. Educational Institution shall ensure that its students access the Service through Autodesk Education Community (or any successor Autodesk education platform), register as a student, and provide accurate registration information.

4. DATA SECURITY

- 4.1. Autodesk agrees to protect and maintain Student PII and Student-Generated Content with commercially reasonable security measures that include appropriate administrative, physical, and technical safeguards to secure Student PII and Student-Generated Content from unauthorized access, disclosure, and use.
- 4.2. Autodesk agrees to use best practices to secure usernames, passwords, and any other means of gaining access to the Service or Student PII or Student-Generated Content.
- 4.3. When the Service is accessed using a supported web browser, Autodesk agrees to use Hyper Text Transfer Secure (HTTPS) technology, which uses both server authentication and data encryption to help keep Student PII and Student-Generated Content secure.
- 4.4. Autodesk agrees to maintain security protocols that meet industry best practices in the transfer or transmission of data related to the Service, including that data may only be viewed or accessed by parties authorized to do so.
- 4.5. Autodesk agrees to provide periodic security training to employees who process Student PII and Student-Generated Content, and require such employees to comply with applicable student privacy laws.
- 4.6. Autodesk agrees to conduct periodic risk assessments of the Service.
- 4.7. When hosting Student PII and Student-Generated Content, Autodesk agrees to host data in an environment using a firewall that is periodically updated according to industry standards.
- 4.8. Access, edit, and deletion of Student PII and Student-Generated Content subject to this DPA, is available as a self- service feature through the Service. If a legal guardian or Student would like to access, edit, delete, or exercise any other right under applicable law with respect to any Student PII or Student-Generated Content subject to this DPA, to the extent not available through the Service, they must route such requests to the Educational Institution. Administrative Contact can make such requests to Autodesk on behalf of Educational Institution, legal guardian, or Student and Educational Institution by providing Autodesk with the Student's name and email address for the applicable Student Account. Educational Institution shall verify the identity of the Student, including Student's enrollment at Educational Institution, and the legal guardian.

- 4.9. Download of Student-Generated Content is available as a self-service feature through the Service.
- 4.10. In the event of a verified Breach arising from Autodesk's provision of the Service, Autodesk shall notify the affected Student and Educational Institution in compliance with applicable law as related to the Breach. Actions following a Breach may also include a summary of remediation actions, depending on incident type.
- 4.11. If Autodesk becomes compelled by law or regulation (including securities laws), subpoena, court order, or other administrative directive to disclose any Student PII or Student-Generated Content, Autodesk will provide Student and Educational Institution with prompt written notice, to the extent permitted by law and to the extent that the Student maintains accurate school information in their Student Account, so that Student or Educational Institution may seek an appropriate protective order or other remedy. If a remedy acceptable to Educational Institution or Student is not obtained by the date that Autodesk must comply with the request, Autodesk will furnish only that portion of the Student PII and Student-Generated Content that it is legally required to furnish, and Autodesk shall take reasonable steps to require the recipient of the Student PII or Student-Generated Content to exercise commercially reasonable efforts to keep the Student PII or Student-Generated Content confidential, to the extent permitted by law.

5. MISCELLANEOUS

- 5.1. **Term.** The term of this DPA shall commence on the date specified below and terminate in accordance with the terms of this DPA.
- 5.2. **Termination.** Either party may terminate this DPA upon 90 days prior written notice to the other party. Prior to the expiration of such 90-day period, Educational Institution shall instruct Students to delete any Student PII and Student-Generated Content provided by Educational Institution pursuant to this DPA that is required to be deleted under applicable law or the Educational Institution's policies and ensure such deletions are made.
- 5.3. **Changes to Terms.** To the maximum extent permitted by applicable law, Autodesk reserves the right from time to time to (and Educational Institution acknowledges that Autodesk may) modify this DPA as set forth in this Section. Autodesk will notify (the "Modification Notice") Educational Institution of the modification to this DPA (the "Modified Agreement"). If Educational Institution does not agree to the terms of the Modified Agreement, it may reject the modification by notifying Autodesk in writing

of the rejection within 30 days of the Modification Notice. If Educational Institution rejects a modification under these circumstances, its access to and use of the Service will continue to be governed by this DPA in effect immediately before the modification until 90 days after the Modification Notice. Within such 90-day period, Educational Institution shall instruct Students to delete all Student PII and Student-Generated Content and ensure such deletions are made. Use of the Service after such 90-day period shall be under the terms of the Modified Agreement. Notwithstanding the forgoing, modifications to the Privacy Statement will be handled as described therein.

- 5.4. **Priority of Agreements.** In the event there is conflict between the terms of this DPA and the Terms of Use for the Service, the terms of this DPA shall apply and take precedence.
- 5.5. **Notice.** All notices or other communication required or permitted to be given hereunder will be in writing and given by e-mail transmission sent to/from student.dpa@autodesk.com. Notifications to Educational Institution shall be provided via email to the Administrative Contact.
- 5.6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege. Neither party shall assign this DPA or any right, interest, or benefit under this DPA, without the prior written consent of the other party, provided that Autodesk may assign or transfer this DPA to an affiliate or in connection with a merger, change of control, reorganization or sale or other disposition of the Service or assets related to the Service.
- 5.7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

- 5.8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. NOTWITHSTANDING THE FOREGOING, IF THE EDUCATIONAL INSTITUTION IS LOCATED IN THE UNITED STATES AND THE LAWS OF THE U.S. STATE IN WHICH THE EDUCATIONAL INSTITUTION IS LOCATED REQUIRE SUCH STATE'S LAW TO GOVERN THIS DPA, THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH U.S. STATE. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN MARIN COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY, UNLESS SUCH CONSENT IS EXPRESSLY PROHIBITED BY THE LAWS OF THE U.S. STATE IN WHICH EDUCATIONAL INSTITUTION IS LOCATED.

This DPA must be signed by an authorized representative of Educational Institution and delivered to Autodesk at student.dpa@autodesk.com.

Name of Educational Institution: Irving Unified School District

Authorized Signature: _____

Name and Title of Signatory: John Fogarty, Asst Supt Business Services

Administrative Contact Name: Michelle Bennett

Administrative Contact Phone: 949-936-5022

Administrative Contact Email Address: MichelleBennett@iusd.org

Educational Institution Address: 5050 Barranca Parkway, Irvine, CA 92604

IUSD Board Approved: July 13, 2021

Autodesk, Inc.

By: Cloude Porteus

Name: Cloude Porteus

Title: Director, K-12 Product Strategy

AMENDMENT TO STUDENT DATA PRIVACY AGREEMENT (U.S. EDUCATIONAL INSTITUTIONS)

This AMENDMENT TO STUDENT DATA PRIVACY AGREEMENT (U.S. EDUCATIONAL INSTITUTIONS (“Amendment”) by and between Autodesk, Inc. (“Autodesk”) and IRVINE UNIFIED SCHOOL DISTRICT on behalf of itself and its affiliated schools (“Customer” or “IUSD”), is entered into on May 5, 2021 (the “Effective Date”), with reference to the facts set forth below. Autodesk and IUSD agree to amend the terms and conditions of the Student Data Privacy Agreement (U.S. Educational Institutions) (“Agreement”), upon and subject to the terms and conditions of this Amendment, notwithstanding anything to the contrary in the Agreement. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

RECITALS

- a. Autodesk and IUSD have mutually agreed to amend the Agreement as set forth in this Amendment.

AGREEMENT

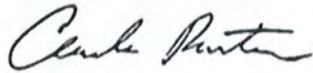
NOW THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, and conditions set forth herein, Autodesk and IUSD hereby agree as follows:

1. Section 2.1 of the Student Data Privacy Agreement (U.S. Educational Institutions) is hereby deleted and replaced with the following: “Autodesk and Educational Institution acknowledge that Educational Institution must comply with applicable federal and state laws, such as FERPA (20USC 1232g – 34CFR Part 99), PPRA (20 USC 1232), AD 1584 (California Education Code 49073.1), SOPIPA (California Business and Professions Code 22584), and all other applicable data privacy statutes. Autodesk shall conduct the Service consistent with the requirements of these laws.”
2. Section 2.5 of the Student Data Privacy Agreement (U.S. Educational Institutions) is hereby amended to add the following: “For avoidance of doubt, Autodesk shall not use Student PII or Student Generated Content for targeted advertising purposes.”
3. The Agreement is hereby amended to clarify that this Amendment is valid for all IUSD subscriptions to the Service. Subscription periods for the Service shall not be automatically renewed without the confirmation of IUSD that it would like to continue Education access.
4. Except as otherwise expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect. To the extent there is a conflict between this Amendment and the Agreement, this Amendment shall control.
5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

IN WITNESS WHEREOF, Autodesk and IUSD have executed this Amendment to Student Data Privacy Agreement (U.S. Educational Institutions as of the Effective Date.

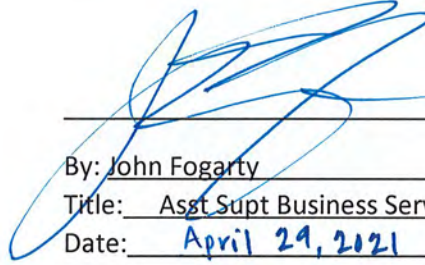
<<Signature Page Follows>>

Autodesk, Inc.



By: Cloude Porteus
Title: Director, K-112 Product Strategy
Date: April 28, 2021

Irvine Unified School District



By: John Fogarty
Title: Asst Supt Business Services
Date: April 29, 2021

IUSD Board Approved: July 13, 2021

****Digital Signature Not Accepted***

Children's Privacy Statement

Updated: January 1, 2020

Scope of this notice

Autodesk websites, products and services ("applications") are primarily general interest applications designed for adults. We do not knowingly collect personal data from children in connection with those applications. Certain Autodesk applications are appropriate for and are intended for use by children. We refer to such applications as "Children's applications."

This Children's Privacy Statement supplements the Autodesk Privacy Statement by providing additional information about how we process children's personal data, both in relation to Children's applications and our general interest applications when we have actual knowledge a visitor is a minor.

Where there is a conflict between this Children's Privacy Statement and other sections of our Privacy Statement, this Children's Privacy Statement sets the standard for how we treat children's personal data, consistent with the requirements of the U.S. Children's Online Privacy Protection Act and Rule ("COPPA"), the California Consumer Privacy Act of 2018 ("CCPA") and the European Union General Data Protection Regulation ("GDPR"), where applicable (collectively "Applicable Law").

In the event we discover we have processed personal data from a child in a manner inconsistent with Applicable Law, we will promptly delete the data or seek appropriate consent for that processing. For more information about COPPA and general tips about protecting children's online privacy, please visit OnGuard Online (<https://www.consumer.ftc.gov/articles/0031-protecting-your-childs-privacy-online>).

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Data We Collect From Children, How We Use It, And How And When We Communicate With Parents And Guardians

Where we know that a user is under 13 years old, we will:

- ask for a parent or guardian email address before we collect personal data from the child, or
- offer an age-appropriate experience for the child as described below, which in particular does not require registration, consistent with legal requirements, or
- not allow access to those sections or features of the application directed to a general interest audience (those age 13 and over).

Registration

Where an application is appropriate for use by children under 13 years old, children can register to (among other things):

- view, interact with and download content
- take tutorials, create, edit, and import content
- like or follow other creators and their content
- comment on others' content
- upload a photo
- participate in contests
- view in-application notifications

During the registration process, we will ask the child to provide certain personal data, including:

- a parent or guardian's email address
- the child's name (only in the case of parent moderation)
- the child's member or account username, and password
- the child's birthdate to validate age.

We will not require a child to provide more data than is reasonably necessary to use Children's applications. If a child chooses not to share certain personal data (such as a parent or guardian's email for purposes of gathering consent) with us, we may limit their access to account creation and certain features, such as publishing content publicly.

We use the information provided during registration for security purposes and to send notices to or gather consent from parents or guardians. We also use this personal data to provide the Children's application, as described in Autodesk's Privacy Statement. We retain data consistent with our retention practices. If we do not receive parental consent within reasonable time, we will delete the parental contact information provided by the child.

Some activities, such as completing tutorials, do not need personal data from children, and we may not notify parents or guardians or seek their consent if we are not collecting or otherwise processing personal data from their child.

Parental or guardian consent

Our Children's applications sometimes allow children to create, share and publically post content. Before allowing children to use certain features and functionality that collect personal data from them, we seek further parental or guardian consent:

- by asking for a credit card or other payment method for verification (with a nominal charge involved), or
- by requiring a signed consent form to be submitted by mail or email attachment.

We also require parents or guardians to open their own account so that they can view and moderate their child's account. For further details, please see "Moderator Choices and Controls (#controls)" below.

After providing further parental consent, we may offer parents or guardians the opportunity to use a password in future communications as a way to confirm the parent's identity.

Teacher consent in lieu of a parent

For school-based activities, teachers and school administrators may, where allowed by Applicable Law, act in the place of parents or guardians to provide consent for the collection of personal data from children. Schools should always notify parents or guardians about these activities.

We may ask schools to obtain consent directly from a parent or guardian instead of, or in addition to, the school providing consent so that the parent or guardian can be added as a moderator on the Children's application. Consent from a parent would also allow a child to continue using a Children's application outside of school.

For more information on parental rights in the United States with respect to a child's educational record under the U.S. Family Educational Rights and Privacy Act (FERPA), please see "[Education and FERPA \(#education\)](#)" below.

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Specific Activities

Content Generated by a Child

Our applications include activities that allow children to create or manipulate content and save it. Such content may be accessible by the public depending on the child's settings when they posted the content.

We honor requests to delete any content that they post on our websites and applications, unless we are required by law to retain it.

Forums and comments

Certain activities allow users to communicate directly with other users by means of user forums or comments sections. Depending on the child's settings, which that child's moderator can control, a child may be able to post messages and other communications accessible by the public.

We strongly encourage children who use these interactive features on our websites and in our applications never to provide personal data about themselves or any third-party, and not to attempt to circumvent any moderation features.

Contests

In all of our contests for children, we will require only the data necessary to enter the contest, such as user name and parent email address (to notify the parent where required by law). We only contact the parent or guardian for more personalized data for prize-fulfillment purposes if the child wins the contest.

Augmented Reality

Our Children's applications may access device cameras to offer augmented reality functions, such as overlaying 3D models developed in the Children's application over the image available through the camera. Autodesk does not collect or receive any information captured from the device's camera. Users can remove applications access to a device's camera by changing the device's settings.

Email Contact with a Child

In some of our applications, we may collect online contact information, such as an email address, in order to communicate with a child who makes a specific request through customer service. For example, a child may email us to ask for help in understanding how to use a design tool that the child is having trouble with. Or the child may want to sign up for a monthly newsletter.

If we have actual knowledge that we are communicating with a child under the age of 13 without parental consent, we will respond once to the communication, delete their personal data, and will not participate in any ongoing communication.

Here is how we would handle communication requests:

- **One-time communication**

After we respond to the child's question or request, we or our service provider will delete this data immediately after responding to the question or request.

If a child initiates additional communication, submits additional tickets, or signs up for newsletters, we will delete the child's personal data in each instance, and will not retain a record. The parent may need to opt-out of each communication separately.

- **Communicating more than once**

Where there is an activity or service where we need to communicate with a child more than once and we have not already obtained parental consent:

If we collect the child's contact data for ongoing communications, we will also require a parent's email address (if we have not already obtained verifiable parental consent) so we can notify the parent about the collection and use, and to provide the parent with an opportunity to prevent further contact with the child.

Persistent Identifiers

When children interact with us, certain personal data and non-personally identifiable data may be collected automatically, both to make our applications more interesting and useful to children and for various purposes related to our business.

Examples include:

- the type of computer operating system
- the child's IP address or mobile device identifier
- the web browser used
- the frequency with which the child visits various parts of our applications
- data regarding the online or mobile service provider

This data is collected using technologies such as cookies, pixel tags, web beacons, and other unique identifiers ("Cookies"). This data may be collected by Autodesk or by a third-party. For a list of third parties that use Cookies on our Children's applications and links to their privacy policies, please visit the [Children's Privacy Statement - Analytics List \(https://damassets.autodesk.net/content/dam/autodesk/www/pdfs/2019-10-30-children's-analytics-list.pdf\)](https://damassets.autodesk.net/content/dam/autodesk/www/pdfs/2019-10-30-children's-analytics-list.pdf). Please visit our [Cookie Statement \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/cookie-statement\)](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/cookie-statement) for more information about our Cookie practices and a list of third parties that use Cookies on our general interest applications.

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When Data Collected From Children Is Available To Third Parties

In addition to those cases where a child's personal data is posted publicly (after receiving parental or guardian consent), we also may share or disclose personal data collected from children in a limited and clearly defined number of instances. Please see the "[How does Autodesk disclose your personal data? \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement#privacy-stat\)](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement#privacy-stat)" section of the Autodesk Privacy Statement (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>) for the ways in which Autodesk generally discloses personal data. However, Autodesk and its third party providers will not use children's personal data for advertising purposes, to create a profile about a child and tie it to an Application, to sell the personal data, or for any other purpose prohibited by law or outside the authorization provided by parental, guardian, or school authorization, as may be applicable.

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Moderator Choices And Controls

Children's applications enable parents, guardians, and teachers to "moderate" a minor's account on the application, giving the minor's parent or teacher the ability to review how the minor is using the Children's application and allowing them to make certain choices about how the minor's personal data is processed. Parent, guardian, and teacher moderators can, at any time:

- refuse to permit us to collect further personal data from their children in association with a particular account
- request that we delete from our records the personal data we have collected in connection with that account

Teachers only have these rights if they are moderators. Please keep in mind that a request to delete records may lead to a termination of an account, membership, or other service and that any content saved in that account may no longer be accessible. Please note that Autodesk does not have control over third parties (e.g. other users) who may have copied or reposted publicly posted information.

Where a child under 13 has registered for an account, we use two methods to allow parents, guardians, and teachers (when moderators) to access, change, or delete the personal data that we have collected from their children:

- moderators can request access to and delete their child's personal data by logging into their moderator account
- moderators can contact us to request access, a change, or delete their child's personal data by sending an email to parents@autodesk.com (<mailto:parents@autodesk.com>).

In any correspondence such as email or mail, please include:

- the name of the application
- the child's username
- the moderator's email address and telephone number

To protect children's privacy and security, we will take reasonable steps verify a moderator's identity before granting access to a child's personal data. Please visit the "[How does Autodesk protect your data \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement#autodesk-](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement#autodesk-)

info)" section in the Autodesk Privacy Statement (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>) for additional information.

You have the rights to access, correct, delete, object, restrict, or obtain a copy of your personal data as described in the Autodesk Privacy Statement (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>).

Tinkercad Classrooms

Teachers may become a moderator for students in two ways using Tinkercad. First, teachers may link their own account to an account created by a student. Second, teachers may create a Classroom under their own account. When a teacher creates a Classroom on Tinkercad, students may join the Classroom without registering for a Tinkercad account. Autodesk will not collect personal data from the student in these instances, and the student will not be able to communicate or share personal data with Tinkercad members other than the teacher of the Classroom. All other data collection practices are consistent with those described in the Children's Privacy Statement.

Prior to becoming a moderator, a teacher is responsible ensuring that the student's parent or guardian has given any consent required by applicable law, either as described in this Children's Privacy Statement or directly to the teacher or the teacher's school or school district. For more information, please see the terms located at [Education Providers and the Family Educational Rights and Privacy Act \(FERPA\) \(https://www.autodesk.com/company/legal-notices-trademarks/access-use/website-terms-of-use/ferpa-terms\)](https://www.autodesk.com/company/legal-notices-trademarks/access-use/website-terms-of-use/ferpa-terms).

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Education And FERPA

If you are using our applications through a school program, your personal data may be subject to the Family Educational Rights and Privacy Act (FERPA). Per the terms located at [Education Providers And The Family Educational Rights And Privacy Act \(FERPA\) \(https://www.autodesk.com/company/legal-notices-trademarks/access-use/website-terms-of-use/ferpa-terms\)](https://www.autodesk.com/company/legal-notices-trademarks/access-use/website-terms-of-use/ferpa-terms), Autodesk commits to protect and secure student data in the manner that FERPA requires and, also, agrees to act as a "school official" to the extent our services are used to store regulated student records in accordance with 34 Code of Federal Regulations (CFR) §99.31(a)(1).

For more information about FERPA, please visit the [FERPA site \(https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html\)](https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html) and the [U.S. Department of Education website \(http://www.ed.gov/\)](http://www.ed.gov/).

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Will This Privacy Statement Change?

If the way we treat children's personal data changes, we will update this Children's Privacy Statement. When we change it, we will make it clear at the top of the Children's Privacy Statement by indicating when we last updated it. If we make material changes to this Children's Privacy Statement, we will endeavor to provide you or the parent, guardian, or teacher moderator with notice before such changes take effect, such as through prominent notice on our website or services or by email, and if applicable, we will seek consent from the parent, guardian, or teacher moderator relevant to the changes.

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CARU COPPA Safe Harbor

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infocaru@bbbn.org (<mailto:infocaru@bbbn.org>)

CARU Safe Harbor

Attn: Director

112 Madison Avenue, 3rd Floor

New York, NY 10016

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Terms of Use

Effective Date: November 1, 2019 (/company/terms-of-use/terms-of-use-changes)

General terms

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

() 1. Acceptance

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

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

Additional capitalized terms are defined in these Terms and in the "Definitions" section (Section 22) below.

2. Right Of Return For Refund

For a limited period after You purchase or renew a subscription (the "Return Period"), (i) if You object to any of the terms set forth in these Terms, or (ii) if You object to the Autodesk terms of purchase or auto-renewal (if any) applicable to the purchase or renewal of the subscription, or (iii) if You are dissatisfied (for any reason) with the Offering to which You subscribed, You may return the Offering and may qualify for a refund.

For orders placed directly with Autodesk, Autodesk will provide a full refund of Your subscription fees if You cease use and return the Offering within the Return Period set forth below. For orders placed through a reseller or other third party, please check the applicable return and refund policy of that third party.

Type	Subscription Term	Return Period (measured from the date of purchase or renewal)
New subscription, Renewal of an existing subscription, Addition of users to an existing subscription, Aligning subscription billing or renewal dates	Subscriptions longer than monthly (for example, annual)	30 days
	Monthly subscriptions	15 days

Your right of return for refund does not apply to all orders, including orders for cloud credits, consumption-based fees, consulting, advanced consulting, memberships, platform subscriptions or fees, extra-territorial rights and enterprise agreements. For more information please see our [Right of Return Policy \(https://knowledge.autodesk.com/customer-service/account-management/billing-orders/cancellation-refund-policy\)](https://knowledge.autodesk.com/customer-service/account-management/billing-orders/cancellation-refund-policy).

3. Additional Agreements, Special Terms

You may have an additional agreement signed directly with one or more Autodesk entities that supplements or amends these Terms (for example, an enterprise business agreement) (“Additional Agreement”). In addition, Offerings may be subject to special terms (“Special Terms”), including, for example, particular entitlements or restrictions on types of use. Special Terms may apply to a particular Offering or to a particular category of user (for example, students). The Special Terms are set forth in the [Special Terms \(/company/terms-of-use/en/special-terms\)](/company/terms-of-use/en/special-terms) or in the Documentation for the Offering.

You agree to the Special Terms, if any, for an Offering that You subscribe to, obtain, access or use. If You do not agree to all such Special Terms, You may not subscribe to, obtain, access or use the Offering.

If there is any conflict between these General Terms and the Additional Agreement or Special Terms, the Additional Agreement or Special Terms will control in relation to their subject matter. If there is a conflict between the Additional Agreement and the Special Terms, the Additional Agreement will control in relation to its subject matter. Any arrangement with respect to an Offering is expressly conditioned on Your agreement to these Terms, and any further or different terms are rejected.

4. Account

4.1 Account Responsibilities

To subscribe to an Offering, You may need an account. You are responsible for anyone who obtains, accesses or uses Offerings through You or Your account (including Your Authorized Users). This means (among other things) that You are responsible for Your Authorized Users' compliance with these Terms, including their use of their accounts, as though each of the Authorized Users is You. In certain

cases, Your Authorized Users may be required to set up individual accounts or otherwise agree to applicable terms in order to obtain, access or use Offerings, but that requirement does not affect Your responsibility for Your Authorized Users.

You are also responsible for the security of Your account and all activity associated with Your account. This means (among other things) that You (i) will ensure that only Your Authorized Users use Offerings associated with Your account, and (ii) will secure and not share user IDs or passwords (except with authorized account administrators). If You suspect unauthorized use of Your account, please contact <https://www.autodesk.com/trust/report-an-issue> (<https://www.autodesk.com/trust/report-an-issue>).

You will ensure that all Your account information (including any information that You or Your Authorized Users provide in connection with Your registration for any Offering) is, and continues to be, true and complete.

4.2 Account Benefits

Your account is designed to provide a place for You to access and manage Your account information and obtain rights to Software, Web Services and other Benefits, including free benefits. Your account is designed to be accessible virtually anywhere, anytime via the web at accounts.autodesk.com (<https://accounts.autodesk.com>) or at other successor or alternative Autodesk sites.

Your account features may include:

- Single sign-in to Autodesk sites and services
- Management of Your profile, security settings, linked accounts and preferences
- Management of Your subscriptions
- Access to Offerings
- Access to downloads and trials
- Access to technical support, learning resources and subscription news
- Usage information regarding Your subscriptions, cloud credits and analytics

5. You Own Your Work

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

6. Privacy

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

personal information of or relating to You, and (ii) how you may request deletion of Your personal information. You acknowledge that You have read and understand the Privacy Statement.

7. Subscriptions

Your subscriptions may include Software or Web Services or a combination of both Software and Web Services. Your subscriptions may also include additional Benefits.

7.1 Subscriber benefits

You will be entitled to the subscriber Benefits that Autodesk makes generally commercially available to users with the same subscription as You (including level, geography and other attributes).

Subscriber Benefits may include, for example:

- Technical support
- Global travel benefits
- Home use benefits
- Rights to previous versions
- Access to forums, learning events, newsletters, webinars, galleries, and other educational resources
- Access to trial versions and APIs
- Rights to Updates, Upgrades and other additional Software
- Rights to Web Services

For more information about subscriber Benefits in general see [Subscription Benefits \(/company/terms-of-use/en/subscription-benefits\)](/company/terms-of-use/en/subscription-benefits) page

7.2 Subscribing to an offering

When You subscribe to an Offering, Autodesk will generally provide You with access to the Offering through Your account or, in certain cases, through an Autodesk-authorized third party or other means. Certain Offerings may require You to provide additional information to set up and access such Offerings, and You agree to provide that information.

7.3 Length of subscription

Your subscription to an Offering will be for a fixed term of limited length, the length of which should be indicated at the time of purchase and should be reflected on Your confirmation of purchase or other Offering Identification. If no length is indicated, please contact us at <https://knowledge.autodesk.com/contact-support> and we will determine and confirm the length of Your subscription term.

7.4 Renewal of subscription

At the end of Your subscription period for an Offering, You may be able to renew Your subscription to the extent, and on the same terms, that Autodesk then generally makes commercially available to subscribers of such Offering in the same geography. Certain subscriptions may have the option of automatically renewing. If you would like to cancel any such automatic renewal, please see [Cancelling](#)

[Automatic Renewal for Subscriptions \(https://knowledge.autodesk.com/customer-service/account-management/billing-orders/cancel-subscription/cancel-auto-renewal-accounts\)](https://knowledge.autodesk.com/customer-service/account-management/billing-orders/cancel-subscription/cancel-auto-renewal-accounts).

7.5 Switched subscriptions

If Your subscription is replaced by a successor or substitute subscription, the new subscription may be considered a Switched Subscription and, if so, will be subject to the [Switched Subscription Terms \(/company/legal-notices-trademarks/autodesk-terms-and-conditions-legacy\)](/company/legal-notices-trademarks/autodesk-terms-and-conditions-legacy).

8. Scope, Prior Terms, Maintenance Terms

These Terms do not apply to (i) subscriptions purchased before May 18, 2018, unless renewed on or after that date, or (ii) terms on which Autodesk has agreed to provide maintenance for Software that was previously licensed to You on a perpetual basis. Rather, those subscriptions and maintenance arrangements continue to be subject to their existing terms, which are available at [Prior Subscription Terms, Maintenance Terms \(/company/legal-notices-trademarks/autodesk-terms-and-conditions-legacy\)](/company/legal-notices-trademarks/autodesk-terms-and-conditions-legacy).

9. Software

If You order Software for delivery, or You order an Offering that includes Software (for example, if a Web Service Offering requires client Software), the Software will at Autodesk's discretion be made available for download through Your account or other electronic means or delivered to You by Autodesk or an Autodesk-authorized third party. Additional fees may apply for delivery of physical media or other tangible embodiments of Software. No matter how Software is delivered, Autodesk will not be liable for any losses or other liability incurred by You or others due to late delivery or delivery to an incorrect address.

For any Offering consisting of Software that Autodesk makes available or delivers to You, and subject to compliance with these Terms and all payment obligations, Autodesk grants to You a nonexclusive, non-sublicensable, nontransferable license, for the period of Your subscription, to install and use the Software (and permit Your Authorized Users to install and use the Software) solely (i) in accordance with the Documentation for the Offering and any applicable Special Terms, if any, and (ii) within the scope of Your subscription, including the permitted number, License Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification or other confirmation from Autodesk of Your subscription does not specify one or more of those attributes, the license will be (a) a Trial Version; (b) for You as an individual or, if You are a company or other legal entity, for one named employee; and (c) for use only within the country or jurisdiction where You acquired the Offering. You may not install, access or use (or allow installation of, access to or use of) any Software other than as authorized by such license and these Terms, and any other installation, access or use is unauthorized.

During the period of Your subscription, Autodesk may make available or deliver Updates or Upgrades to Software. All such Updates and Upgrades are subject to the same license and other terms as the Software to which the Updates or Upgrades apply. You are encouraged to promptly install and use all Updates and Upgrades made available to You during the subscription period. If You receive an Update

or Upgrade for any Software, You may install and use both the previous version and the new version of the Software for testing and migration purposes for a maximum of 120 days (beginning on the first installation date for the new version), provided that, during such 120-day period, You do not use both versions concurrently for production use. After such 120 days, (i) Your (including Your Authorized Users') right to access and use such previous version will end, and (ii) You must stop all access to and use of the previous version (including all access and use by Your Authorized Users), uninstall all copies of the previous version, and, at Autodesk's request, destroy any such copies or return them to Autodesk or the reseller from which You acquired the Offering. For certain Offerings (because of Special Terms for the Offerings or because of exceptions granted by Autodesk under certain circumstances), You may have certain rights to continue using and accessing previous versions after such 120-day period. Such rights, if any, are set forth in the Previous Version Rights (see [Subscription Benefits \(/company/terms-of-use/en/subscription-benefits\)](/company/terms-of-use/en/subscription-benefits)).

For the duration of a subscription, You may make one archival copy of the Software to which You subscribed solely for Your backup and archival purposes.

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10. Web Services

If You subscribe to Web Services, Autodesk will provide those Web Services to You for the period of Your subscription, subject to compliance with these Terms and all payment obligations. You may access and use the Web Services solely (i) in accordance with the Documentation for the Offering and any applicable Special Terms, if any, (ii) for Your internal business purposes, in the form made accessible and/or provided by Autodesk, and (iii) within the scope of Your subscription, including the permitted number, Web Services Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification or other subscription confirmation from Autodesk does not specify one or more of those attributes, Your Web Service will be (a) a Trial Version; (b) for You as an individual or, if You are a company or other legal entity, for use by one named employee; and (c) for use only within the country or jurisdiction where You acquired the Offering. You may not access or use (or allow access to or use of) any Web Service other than as authorized by these Terms, and any such access or use is unauthorized.

Autodesk will make the Web Services available to You consistent with the manner in which Autodesk makes such Web Services generally commercially available to users with the same subscription as You (including level, geography and other attributes).

Web Services will be provided using processes and safeguards that are designed to help maintain the security of Your Content. Autodesk from time to time may have external auditors prepare reports for Autodesk subscriber on Autodesk's adherence to its security controls for certain Autodesk services. You may request from Autodesk a copy of such reports applicable to a Web Service to which You subscribe, subject to Your agreement with Autodesk on non disclosure of and restrictions on use of such reports. Autodesk expects to make available such reports no more frequently than once annually.

11. Access To And Use Of Offerings

11.1 General Access and Use Conditions

Depending on the Offering, You may be required to log into Your account to activate, access or use (or to continue accessing or using) the Offering. Only You, including Your Authorized Users, may access or use an Offering. Access to and use of all Offerings is contingent on (among other things) Your timely payment of all applicable amounts, including any taxes and other fees, with respect to the Offerings and compliance with these Terms.

Some Offerings may cause Your Electronic Devices to automatically connect to the internet (intermittently or on a regular basis)—for example, to validate Your subscription, provide You with access to services (including third-party services) or download and install Updates or Upgrades, all without further notice to You. You agree to such connection and to validation of Your subscription and to the automatic downloading and installation of Updates and Upgrades. For some Offerings, You may be able to adjust Your Update or Upgrade settings (this is not available for other Offerings, including those for which automatic Updates or Upgrades are required for operation or security of the Offering).

Offerings do not include access to the internet or any other network or to any communications services or any hardware, software, storage, security or other resources necessary for accessing or using the Offerings. You and Your other suppliers and service providers are responsible for acquiring all such items and for their reliability, security and performance. Not all Offerings, and not all functions of an Offering (including those described in the Special Terms or Documentation), are available in all locations or languages.

11.2 Autodesk APIs

When You subscribe to an Offering, Autodesk may provide You with access to applications programming interfaces, software development kits, tools, libraries, scripts, sample source code and similar developer material specifically for use of such Offering (collectively, "APIs"). For any such APIs that Autodesk makes available or delivers to You, and subject to compliance with these Terms and all payment obligations, Autodesk grants to You a nonexclusive, non sublicensable, nontransferable license, for the period of Your subscription, to use such APIs only (i) internally in conjunction with and for Your own authorized internal use of the Offering for which the APIs were made available, and (ii) in accordance with any Documentation for the APIs. Some APIs are subject to Special Terms, and Your license to the APIs is subject to those Special Terms. All APIs are confidential and proprietary to Autodesk and may not be distributed or disclosed to any third party or used for any purpose other than as permitted by the Documentation for the APIs and the other requirements of these Terms (and any such other use is unauthorized). If You develop any applications, services, modules or components using all or any portion of the APIs (collectively, "Your Development"), You may use Your Development with third-party software or hardware (including porting Your Development to third-party platforms), but only if You remove from Your Development all elements of the APIs (including any elements based on the APIs) and Your Development (a) does not disclose, make available, incorporate or embody any part of the APIs, and (b) does not incorporate or embody any part of the Offerings or other Autodesk intellectual property. If You wish to use Your Development for any use other than Your internal use with Your Offering (for example, for customers or any users other than You), You will need a separate [Developer License \(/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/forged-platform-web-services-api-terms-of-service\)](https://www.autodesk.com/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/forged-platform-web-services-api-terms-of-service).

11.3 Use of Third-Party Material and Services

Autodesk may provide You with content, designs, models, data sets, project information, documents, libraries, audio, links, data, applications and other software, services or similar material of a third party (collectively, "Third-Party Material/Services") in connection with Offerings. Any such Third-Party Material/Services may be governed by different terms found in such Third-Party Material/Services (for

example, in the “About Box” or a .txt file), on a web page specified by Autodesk or in the Special Terms or Documentation for the Offering for which the Third-Party Materials/Services are provided (collectively, “Third-Party Terms”). If there are no Third-Party Terms, Your use must be (i) limited to the same terms as the Offering for which You received the Third-Party Material/Services, and (ii) solely in connection with Your use of such Offering. You take sole responsibility for determining, obtaining and complying with all Third-Party Terms. Autodesk will have no responsibility for, and makes no representations and warranties regarding, (a) any Third-Party Material/Services or Your use of such Third-Party Material/Services, and (b) the Third-Party Terms or Your compliance with such Third-Party Terms.

11.4 Use of Your Content

In order for You to access or use certain Offerings, or for Autodesk to provide You with certain services, You may wish to upload or otherwise share Your Content. Autodesk personnel will not use Your Content except (i) at Your request, or with Your consent—for example, when providing You support, or addressing a technical issue or other request; (ii) in connection with providing and improving Offerings (including maintaining, securing, updating or otherwise modifying Offerings); or (iii) in connection with legal-related obligations, enforcement, investigations or proceedings (for example, in response to a valid subpoena). In general, Autodesk does not screen or review content that is posted to any Offering, website or service or otherwise made available to Autodesk. Autodesk reserves the right, however, to screen and review Your Content, and may block or remove content for any reason, including because it is not in compliance with these Terms (for example, illegal, offensive or phishing-related postings or spam). When You provide or make accessible Your Content, You authorize Autodesk and its designees to use, reproduce, modify, distribute and make available Your Content in connection with providing You with Offerings and allowing Autodesk to fulfill its obligations and as otherwise permitted by these Terms.

You (a) are responsible for all of Your Content and for ensuring that Your Content and its use with any Offering comply with all applicable laws and regulations and these Terms, and (b) warrant that Your Content will not infringe or misappropriate any intellectual property or proprietary rights of any person or violate any applicable laws or regulations. Autodesk recommends that You secure and protect Your Content by using appropriate encryption and security technology. You acknowledge that online services may suffer occasional disruptions or outages, and You may not be able to retrieve Your Content as a result. Autodesk recommends that You regularly backup Your Content to Your own storage. You are at all times responsible for storing and maintaining any such backup copies of Your Content.

11.5 Collaboration and Sharing of Your Content

Some Offerings permit You to collaborate with others, including sharing Your Content or publishing Your Content—for example, to a forum or to other services. If You choose to share or publish Your Content (whether by collaboration on or sharing files with a project, emailing, sharing a link, sharing files with other applications or services, posting in a forum or gallery or otherwise), then others (including, in some cases, the general public) may be able to use, sell, reproduce, modify, distribute, make available, display, transmit and communicate Your Content. Forums and galleries may be public, and submissions are generally public. Once You share or publish Your Content, suspending or terminating access will not delete or inhibit access to any of Your Content that was earlier copied, transferred or otherwise shared or published. If You do not want others to have any such access or any of those rights, do not use the sharing, publishing or other collaboration features of the Offerings and set Your permissions accordingly.

An Offering may feature links to third parties that offer services, software or other materials that complement such Offering. Such links are provided as a convenience to You. Autodesk does not monitor or control what such third parties will do with Your Content. You are responsible for ensuring the appropriate level of access to Your Content by any third party. If You authorize any of Your

information or Your Content to be shared with any third party, Autodesk may make available Your information or Your Content to such third party; Autodesk will, however, have no responsibility or liability for the actions of such third party, and all governing terms and conditions, including those regarding privacy, are between You and such third party.

12. Trial Versions

Autodesk may make available or deliver Offerings (or features of an Offering) labelled or offered as “not for resale,” “free,” “evaluation,” “trial,” “pre-release,” “beta” or another similar designation (collectively, “Trial Versions”). You may download, install, access or use Trial Versions only during the period and for the purpose of the trial, as expressly permitted by Autodesk. Except as expressly set forth in the online or other Documentation for the Trial Version or applicable Special Terms, (i) the subscription period for the Trial Version will be limited to 30 days, (ii) Your use will be limited to non-commercial evaluation purposes with no rights to make available or distribute the Trial Version to any third party, and (iii) the use will be only by You as an individual or, if You are a company or other legal entity, by one named employee. Notwithstanding anything contained in these Terms or otherwise, (a) Autodesk makes no commitments with respect to Trial Versions regarding any features, functions, service levels or data and provides no warranties of any kind with respect to Trial Versions, (b) Autodesk may choose not to generally release any Trial Versions or convert any Trial Version into a product offering, and (c) Trial Versions may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. Subscriptions to Trial Versions do not include Subscription Benefits, and Autodesk reserves the right, without any further notice, to end any Trial Versions at any time.

13. Websites

Separate from its Offerings, Autodesk may provide information on its general websites. You agree to use such Autodesk websites in accordance with our [Website Terms of Use \(/company/legal-notice-trademarks/website-terms-of-use\)](#).

14. Feedback

You have no obligation to provide Autodesk with ideas for improvement, suggestions or other feedback (collectively, “Feedback”), whether in connection with a Trial Version or otherwise, unless otherwise specified in the Special Terms for an Offering. If, however, You provide any Feedback, You hereby grant to Autodesk a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise exploit the Feedback and any Offerings using the Feedback.

15. Limitations On Use

15.1 Offerings are tools

The Offerings are tools and are intended only to assist You with Your design, analysis, simulation, estimation, testing and other activities and are not a substitute for Your professional judgment or Your own independent design, analysis, simulation, estimation, testing or other activities, including those with respect to product stress, safety and utility. Due to the large variety of potential applications for the Offerings, they have not been designed or tested for any specific uses, and it is Your responsibility to determine whether the use of an Offering is appropriate for the purposes You pursue. Autodesk will not be responsible or liable in any manner whatsoever for the results obtained through use of the Offerings, including any Output. You are responsible for Your (including Your Authorized Users') use of the Offerings and any results produced by the Offerings, including any Output. Your responsibilities include, without limitation, the determination of appropriate uses for the Offerings and the selection of the Offerings and other computer programs and materials to help achieve Your intended results. You are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, compliance with applicable legal requirements, and other characteristics of any Output, including, without limitation, all items designed with the assistance of the Offerings. You further acknowledge that the Offerings and Output may not achieve the results You desire within Your design, analysis, simulation, estimation, testing and other constraints.

15.2 Offerings are not designed for storage of sensitive personal information

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

15.3 Acceptable use of offerings

You will access and use (and permit access to and use of) Offerings only in conformance with (and will comply with) all applicable laws. Except as expressly authorized by these Terms, including any Additional Agreement or Special Terms, or as otherwise expressly permitted in writing by Autodesk, You will not:

- Reproduce, modify, adapt, translate, port or create derivative works of all or any portion of any Offering, except as expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary;
- Sublicense, distribute, transmit, sell, lease, rent, loan or otherwise make available all or any portion of any Offering (including any functionality of any Offering) to a third party or provide any functionality of any Offering to a third party (whether on a service bureau basis or otherwise); and
- Access or use any Offering on or through the internet (other than as made available by Autodesk through the internet), any wide-area network (WAN) or any other non-local network; on or through any virtual private network (VPN); or on or through any application virtualization technology, remoting virtualization technology, web-hosting, timesharing, software as a

service, platform as a service, infrastructure as a service, cloud or other web-based, hosted or similar service.

In addition, You will not:

- Remove any copyright, trademark, confidentiality or other proprietary rights notice from any Offering, Documentation or related material;
- Remove, disable or otherwise limit the effectiveness of any technical protection used by Autodesk to (i) manage, monitor, control or analyze the installation of, access to, or use of any Offering or (ii) protect Autodesk's intellectual property rights;
- Post, transmit or otherwise make available using the Offerings any information or material that is or may be:
 - false, libelous, defamatory, fraudulent or otherwise unlawful or tortious;
 - threatening, harassing, degrading, hateful or intimidating, or that otherwise fail to respect the rights and dignity of others;
 - obscene, indecent, pornographic or otherwise objectionable;
 - protected by copyright, trademark, design rights, trade secret rights, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
 - a national or state secret, classified information or any other information or material (including any photograph, drawing, plan or model) that is subject to official confidentiality treatment;
 - secret codes, countersigns, crypto-currency, passwords or other similar information;
 - advertising, spam, an offer to sell or buy any goods or services, a "chain letter" or any other form of solicitation; or
 - any malware (such as a virus, worm, Trojan horse, Easter egg, time bomb or spyware) or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, limit the use of, or monitor the use of, any hardware, software or equipment;
- Use the Offerings in any way that is fraudulent or otherwise unlawful or tortious, or has any fraudulent or other unlawful or tortious purpose or effect;
- Interfere with or disrupt the operation of any Offering or the servers or networks used to make any Offering available, including by hacking or defacing any portion of an Offering;
- Attempt to probe, scan or test the vulnerability of any Offering or to breach or circumvent any security or authentication measures used by any Offering;
- Use any Offerings as storage for "remote loading" or as a "door" or "signpost" to other web pages or internet resources, whether inside or beyond the sites through which the Offerings are provided;
- Impersonate any other individual or entity or falsely state or otherwise misrepresent Your affiliation with any person or entity;
- Use the Offerings in connection with any inherently dangerous application, including any application that could result in death, personal injury, catastrophic damage or mass destruction;
- Collect content or information, from or with an Offering, using automated means (such as any robot, spider, site search/retrieval application or other device to retrieve, index, "scrape," or "data mine");

- Use any Offering or the output of any Offering in connection with the training of a neural network or machine learning, deep learning or artificial intelligence system or software;
- Unbundle the component parts of any Offering for use separate from each other or on different electronic devices (except as may be expressly permitted in writing by Autodesk); or
- Use or access Software made available as part of a Web Service separately from the applicable Web Service (except as may be expressly permitted in writing by Autodesk).

16. Confidentiality

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

17. Autodesk Proprietary Rights

You acknowledge and agree that Autodesk and its licensors and suppliers will have all ownership of and all rights with respect to (i) the Offerings, Documentation, APIs, Metrics and other information or material provided or made available by Autodesk to You and (ii) any copies of the foregoing, or any materials or other information based on, derived from or otherwise using any of the foregoing (including all rights under trade secrets, copyrights, trademarks, patents and all other intellectual property or proprietary rights relating to any of the foregoing). The structure and organization, the underlying algorithms and other internals, the protocols, data structures and other externals, and the source code of the Offerings and the APIs constitute proprietary and confidential information of Autodesk, and You will not disclose such information to third parties, or use such information for any purpose other than as required for ordinary-course access to and use of the Offerings as set forth in these Terms, without Autodesk’s prior written consent. Also, You agree not to access or attempt to access the Offerings by any means other than the interface Autodesk provides or authorizes. In addition, You agree not to engage in any decompiling, disassembling or other reverse engineering or otherwise attempting to discover, learn or study the structure or organization, underlying algorithms or other internals, the protocols, data structures or other externals, or the source code of the

Offerings or APIs, except as expressly permitted under applicable law notwithstanding a contractual prohibition to the contrary. Autodesk may make available or provide access to other confidential and proprietary information (either marked as such or understood to be such under the circumstances). If You receive such information, You will not disclose it to any third party, or use such information for any purpose other than as required for access to and use of the Offerings as set forth in these Terms, without Autodesk's prior written consent.

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

You agree not to take any action, or to authorize or encourage any third party to take any action (or cooperate with any third party in taking any action), inconsistent with the foregoing.

18. Warranty, Disclaimers, Limitations On Liability

18.1 Limited warranty

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

18.2 Disclaimers

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THE "Limited Warranty" SECTION (Section 18.1) ABOVE, AND ANY EXPRESS WARRANTIES SET FORTH AS SUCH IN ANY ADDITIONAL AGREEMENT OR SPECIAL TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) THE OFFERINGS ARE PROVIDED "AS IS," AND (ii) AUTODESK AND ITS LICENSORS AND SUPPLIERS MAKE, AND YOU RECEIVE, NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR COMMITMENTS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE OFFERINGS OR ANY OUTPUT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT OR OTHER WARRANTIES OR CONDITIONS IMPLIED BY STATUTE, OR ANY WARRANTIES OR CONDITIONS BASED ON A COURSE OF DEALING, USAGE OF TRADE OR INDUSTRY STANDARDS. Any statements about the Offerings (including any statements about their functionality or performance) or Output, or other communications with You, that are not contained in these Terms or any Additional Agreement or Special Terms are for information purposes only and do not constitute a warranty, representation, condition or other commitment. Without limitation as to the generality of the foregoing, Autodesk does not warrant or otherwise commit that (a) the Offerings or Output, or the access thereto or use thereof, will be available, uninterrupted, error-free, secure, accurate, reliable or complete, (b) the Offerings will meet any particular performance or availability criteria, (c) Your Content will not be lost or damaged or (d) errors will be corrected or any particular support requests will be resolved to meet Your needs. Any reference to "unlimited" access, use, storage or otherwise with respect to an Offering is subject to the technical limitations of the Offering.

18.3 Limitations on liability

Neither Autodesk nor any of its licensors or suppliers will have any liability (directly or indirectly) for any incidental, special, indirect, consequential or punitive damages; loss of profits or revenue; business interruption or loss of use; cost of procurement of substitute goods or services or other cover; failure of or defects in the Output; loss, corruption or deletion of (or failure to delete) data or Your Content; or damages resulting from Force Majeure (in each case, regardless of the legal theory for seeking such damages or other liability). In addition, the aggregate liability of Autodesk and its licensors and suppliers with respect to any Offering or Output thereof will in no event exceed the amount paid or payable by You for the Offering in the one-year period before the events or circumstances giving rise to the liability first occurred.

The limitations on liability in these Terms will apply to the maximum extent permitted by applicable law to any damages or other liability, however caused and regardless of the theory of liability, whether based on contract, tort (including negligence and strict liability), indemnification, recourse, statute or otherwise, even if Autodesk has been advised of the possibility of the liability and regardless of whether the limited remedies in these Terms fail of their essential purpose.

You acknowledge that the amounts payable for the Offerings are based in part on and reflective of the disclaimers of warranties and limitations on liability in these Terms and that such disclaimers and limitations are an essential element of the bargain between You and Autodesk.

Nothing in these Terms purports to restrict or exclude Autodesk's liability for (i) death or personal injury caused by Autodesk's willful intent or gross negligence or (ii) Your damages or losses caused by Autodesk's fraud.

18.4 Relationship to applicable law

Autodesk does not seek to limit Your warranties, Your other rights and remedies, or the liability of Autodesk for damages or losses to the extent the limits are not permitted by applicable law (such as statutory warranties, conditions, remedies or liabilities that cannot be excluded by applicable law). Nothing in these Terms restricts the effect of warranties, the liability of Autodesk for damages or losses or other terms that cannot be excluded or otherwise modified under applicable law notwithstanding a contractual restriction to the contrary. These Terms give You specific legal rights, and You may also have other legal rights, which vary from jurisdiction to jurisdiction. For example, some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to You. Some of these legal requirements are described in the "Country/Jurisdiction-Specific Terms" section (Section 23).

19. Indemnity

You will indemnify and hold harmless (and, at Autodesk's request, defend) Autodesk against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by Autodesk by reason of any claim, suit or proceeding ("Claim") arising out of or relating to (i) Your Content; (ii) Your (including Your Authorized Users') use of Offerings, including any Output or other results produced by such use; and (iii) Your (including Your Authorized Users') breach of these Terms (including any Additional Agreement, any Special Terms or any other applicable terms), including a Claim that asserts or purports to be based on Autodesk negligence.

20. Term, Termination, Suspension

These Terms become effective on the first date accepted in accordance with the "Acceptance" section (Section 1) and continue in effect indefinitely unless terminated in accordance with this "Term, Termination, Suspension" section (Section 20).

20.1 Your right to terminate

You may terminate Your subscriptions and these Terms if Autodesk is in material breach of these Terms (including any Additional Agreement, any Special Terms or any other applicable terms) and fails to cure such breach within 30 days after written notice of the breach.

20.2 Autodesk's right to terminate

Autodesk may terminate any or all of Your subscriptions or other Offerings, these Terms and/or Your account, if (i) You have no current paid subscriptions; (ii) You have failed to timely pay any amounts (including fees and taxes) owing with respect to any Offerings or otherwise owing to Autodesk; (iii) You (including any of Your Authorized Users) are in material breach of these Terms (including any Additional Agreement, any Special Terms, or any other applicable terms) and fail to cure such breach within 30 days after written notice of the breach; or (iv) You become subject to bankruptcy or insolvency proceedings, become insolvent, make an arrangement with or affecting Your creditors (including an assignment for the benefit of creditor) or commence a process of liquidation. These Terms will automatically terminate without further notice or action by Autodesk if You go into liquidation.

20.3 Effect of termination of subscription

Upon expiration or termination of a subscription or other Offering for any reason, Your rights with respect to that Offering, including any related Software license or subscription Benefits, will end. At that time, You will stop all access to and use of the Offering (including all access and use by Your Authorized Users) and uninstall any and all copies of materials related to such Offering (including any related Software, Documentation, APIs or other material from Autodesk). In addition, at Autodesk's request, You will destroy any such copies or return them to Autodesk or the reseller from which You acquired the Offering. You will retain proof that You returned or destroyed all such copies. In connection with the expiration or termination of a subscription, (i) as a convenience to You for some Web Services, Autodesk may provide You with a brief period (for example, 30 days) in which You may retrieve Your Content after expiration or termination of the Web Services, if You are in compliance with these Terms and pay the applicable fees, if any (for example, Autodesk's then-current professional services fees for any assistance Autodesk provides), and (ii) otherwise, Autodesk may delete, without notice, any or all of Your Content, including backup and other copies thereof. For more information on post-expiration/termination content retrieval, please check with the individual Web Services Offering. This convenience for some Web Services, if available, does not relieve You of responsibility for retaining and securing complete copies of Your Content at all times.

20.4 Effect of termination of terms

Upon any termination of these Terms for any reason, (i) Your account and Your subscriptions and other Offerings, including those of Your Authorized Users, will immediately terminate, (ii) You will cease all access to and use of any Offerings (including all access and use by Your Authorized Users), and (iii) the effects described above with respect to expiration or termination of a subscription or other Offering will apply. Your payment obligations, ownership of Your work (as described in the "You Own Your Work" section (Section 5)), obligations with respect to APIs and Your Development (including those in the "Autodesk APIs" section (Section 11.2)) and indemnity obligations (including those in the "Indemnity" section (Section 19)); the license as to Feedback (in the "Feedback" section

(Section 14)); Autodesk's rights and Your obligations with respect to proprietary rights (including the rights and obligations in the "Autodesk Proprietary Rights" section (Section 17)); the disclaimers and limitations on liability (in the "Limited Warranty, Disclaimers, Limitation on Liability" section (Section 18)); the governing law and dispute resolution provisions (in the "Contracting Autodesk Entity, Governing Law, and Dispute Resolution" section (Section 21.4)); and Your responsibility for anyone who accesses or uses (or obtains) Offerings through You or Your account (including Your Authorized Users) (including the responsibility described in the "Account" section (Section 4)) will survive termination for any reason.

20.5 Autodesk's right to suspend

If Autodesk believes in good faith that Your Content or Your conduct or failure to act (including the conduct or failure of Your Authorized Users) may (i) pose a security risk or otherwise adversely impact Offerings, systems or other users; (ii) constitute or enable tampering with, removing, disabling or otherwise limiting the effectiveness of any technical protections (including any mechanisms for managing, monitoring, controlling or analyzing the installation of, access or, or use of any Offerings or protections of Autodesk's intellectual property rights); (iii) subject Autodesk, any reseller or any other user to liability; or (iv) not comply with these Terms (including any Additional Agreement, any Special Terms or any other applicable terms), including failure to pay any amounts owing with respect to any Offerings, Autodesk has the right, but not the obligation, to immediately disable or suspend Your access to and use of any Offerings and access to and use of Your Content. Unless Autodesk reasonably determines that immediate action is prudent, Autodesk will seek to notify You of the planned disabling or suspension before it takes effect.

21. Miscellaneous

21.1 Changes to the offerings

Autodesk reserves the right from time to time to (and You acknowledge and agree that Autodesk may) (i) modify or release subsequent versions of an Offering, or may discontinue an Offering and/or provide instead a substitute Offering; (ii) modify or discontinue the Benefits, features and functionality, or supporting services or availability with respect to an Offering, whether generally or in any geographic area or language; or (iii) add or modify license keys, authorizations or other means of controlling access to or use of the Offerings. Autodesk will endeavor to inform You of major changes to the Offerings.

21.2 Changes to terms

To the maximum extent permitted by applicable law, Autodesk reserves the right from time to time to (and You acknowledge that Autodesk may) modify these Terms. Autodesk will endeavor to notify You of any material modification to the Terms that may have a materially adverse effect on You ("Modification Notice"), and You will then have an opportunity to review such modification. Except as otherwise expressly set forth in these Terms (including any Additional Agreement or Special Terms), if any such modification has a material adverse effect on You and You do not agree to the modification, You may reject the modification by notifying Autodesk of the rejection within 30 days of the Modification Notice. If You reject a modification under these circumstances, (i) Your access to and use of any Offerings affected by the modification will continue to be governed by the terms in effect immediately before the modification (except to the extent the modification was made for security, privacy or legal compliance reasons) until (a) the end of the then-current period for the subscription or other Offering, if applicable, or (b) 180 days after the Modification Notice, whichever is earlier; and (ii) Your rights to such Offerings, including any related subscription Benefits, will then terminate. In

the event of such a termination by You, Autodesk (or an applicable reseller) will refund the prorated portion of any prepaid fees applicable to the remaining term of Your subscription for the affected Offerings after the effective date of termination. Such date will be the end of the term of such Offerings. If the subscription is renewed or extended, it will be under the then-current Terms. Notices by You or Autodesk will be provided as set forth below, except that You may also provide Your notice of rejection (within the 30-day period described above) to the email address, or in any other manner, specified in the Modification Notice.

Notwithstanding the forgoing, modifications to the Privacy Statement, Special Terms, Subscription Types, Subscription Benefits or other policies will be handled as described therein.

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

21.3 Language of terms; Interpretation

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

21.4 Autodesk Party, Governing Law, and Dispute Resolution

Depending on where Your principal place of business is (or, if You are an individual, where You are resident), these Terms are between You and the Autodesk Party set out below. The governing law for these Terms, including any rights, obligations and claims of the parties, will be as specified below. Similarly, any dispute, claim or controversy arising out of or relating to these Terms, including the breach, performance, termination, enforcement, interpretation or validity of these Terms (and whether under contract, tort, including and strict liability, competition law or otherwise), and including the determination of the scope or applicability of the dispute resolution provisions of these Terms, will be finally determined under the law, in the location and by the dispute resolution process specified below (except as may be specified in the "Country/Jurisdiction-Specific Terms" section (Section 23).

Your principal place of business (or, if You are an individual, the place of Your residency)	References to "Autodesk Party" means the following Autodesk entity:	Governing law is:	Exclusive jurisdiction dispute resolution
United States	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, San Francisco Superior Court, State of California, County of Marin

Mainland China, Hong Kong and Macau	Autodesk, Inc., a Delaware corporation	Hong Kong	Arbitration rules in the notice of submission
Europe, the Middle East or Africa	Autodesk Ireland Operations Limited, an Irish company	Ireland	Courts of
Asia, Oceania or the Asia-Pacific region, other than Mainland China, Hong Kong and Macau.	Autodesk, Inc., a Delaware corporation	Singapore	Courts of
Worldwide unless in a country or region described above	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 San Francisco Superior State of California of Marin

If You have any dispute with respect to an Offering or otherwise arising from or relating to these Terms (including any Additional Agreement, any Special Terms, the Autodesk Privacy Statement or any other applicable terms), You will first seek to resolve the dispute informally with the Autodesk Party as set forth above by providing notice of the dispute (including a description of the dispute and related documentation) in the manner described below for Notices and cooperating with the Autodesk Party to try to address the matter amicably. If the dispute is not resolved within 30 days from receipt of the notice, either You or the Autodesk Party may file a formal claim in the forum for dispute resolution described above (depending on Your principal place of business or, if You are an individual, Your place of residence).

Notwithstanding the foregoing, Autodesk may apply for injunctive relief and other equitable remedies (or their equivalent) in any jurisdiction or forum.

21.5 Compliance

Autodesk has the right to verify (electronically or otherwise) Your installation of, access to, and use of any Offerings, including installation, access and use by Your Authorized Users. As part of any such verification, Autodesk or its authorized representative will have the right, on 15 days' prior notice to You, to inspect Your records, systems, and facilities, including machine IDs, serial numbers and other related information. Additionally, within 15 days of the verification request, You will, if requested, provide copies of all records and other additional information related to Your (including Your Authorized Users') installation of, access to, and use of the Offerings. If Autodesk determines that

Your installation, access or use is not in conformity with these Terms (including any Additional Agreement, Special Terms or other applicable terms), You will promptly remedy the noncompliance, which may include purchasing valid subscriptions to bring Your usage into compliance, and pay the reasonable costs of the verification. Autodesk reserves the right to seek any other remedies available at law or in equity.

21.6 Force majeure

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

21.7 Export

When You obtain, access or use an Offering, You must comply with the export control and international trade laws and regulations of the United States and of any other country whose laws apply to You or Your Content. You must not access or use any Offering from within a U.S. sanctioned location or if You appear on any U.S. government restricted parties list. You must obtain U.S. government and any other required authorization before You obtain, access or use, or allow any third party to obtain, access or use, any Offering for a U.S.-restricted end use. Restricted end uses include, but are not limited to, work on nuclear, chemical or biological weapons or on missile systems capable of delivering them. You must not upload or otherwise provide Autodesk with any content or materials (including Your Content) that constitute classified information or that are subject to the International Traffic in Arms Regulations ("ITAR") or its foreign counterparts. You must 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 Offering to make Your Content or any other content or materials available to any country, entity or other party that cannot legally receive them under U.S. and other applicable law.

21.8 Government

For U.S. Government procurement, all Offerings that constitute or include Software are deemed to be commercial computer software as defined in FAR 12.212 and DFARS 227.7202, as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government will be solely in accordance with the license rights, restrictions and other terms set forth in these Terms (including any Additional Agreement or Special Terms).

21.9 Assignment

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

21.10 No waivers

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.

21.11 Severability

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

21.12 Notices

Any notices by You to Autodesk will be sent by postal mail or delivery service to Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903, USA, Attention: General Counsel. Such notices will be effective when received by Autodesk.

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

21.13 Entire agreement

These Terms, including the Privacy Statement, any Additional Agreement and any Special Terms (which are incorporated by reference in these Terms), constitute the entire agreement between You and Autodesk (and merge and supersede any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings) with respect to the subject matter hereof.

21.14 DMCA

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

Copyright Agent
Autodesk, Inc.
111 McInnis Parkway
San Rafael, CA 94903 USA
E-mail: copyright.agent@Autodesk.com
Tel: +1 (415) 507.5000
Fax: + 1 (415) 507.6128

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

22. Definitions

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

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

Autodesk Party means the particular Autodesk entity identified in the section entitled "Autodesk Party, Governing Law, and Dispute Resolution" (Section 21.4).

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

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

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

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

Electronic Devices mean (i) computers (whether desktop, laptop or tablet); (ii) virtual machines not accessed through a network connection; and (iii) mobile devices.

License Type means the license type specified by Autodesk for a subscription (for example, single-user or multi-user). License Types are set forth on [Subscription Types \(/company/terms-of-](#)

[use/en/subscription-types](#)).

Metrics means data and other information regarding access to and use of any Offerings (including Your access and use). Metrics includes information regarding usage of features, functions, storage and indexes and information regarding usage, volume, type, storage and processing of Your Content (but not Your Content itself). If Metrics includes any personal information, treatment of such personal information will be pursuant to the [Privacy Statement \(/company/legal-notices-trademarks/privacy-statement\)](#).

Offerings means Software, Web Services and other Benefits provided by Autodesk and any subscriptions for such items. Offerings includes free and other Trial Versions of Software, Web Services and other Benefits.

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

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

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

Terms (including "these Terms") means these General Terms and the other terms referenced in these General Terms, including the Special Terms, Autodesk Privacy Statement and Additional Agreement (if any), together with any other applicable terms.

Territory means the country or jurisdiction where You acquired Your subscription. Autodesk may indicate the applicable Territory in an Offering Identification. For additional information regarding the definition of Territory see the "Country/Jurisdiction-Specific Terms" section (Section 23). If You acquire Your subscription in the country or jurisdiction in which You are incorporated, chartered or otherwise organized, if You are a legal entity (or, if You are an individual, in the same country or jurisdiction as Your residence), You may qualify for additional geographies pursuant to Global Travel Rights benefits, see [Subscription Benefits \(/subscription\)](#).

Trial Versions will have the meaning set forth in the "Trial Version" section (Section 12).

Updates means security fixes, hot fixes, patches and other updates (including new features, new functions and other modifications released between Upgrades), if and when made available to You by Autodesk and determined by Autodesk to constitute an update.

Upgrades means new versions of Offerings, or add-ons to or additional products associated with Offerings, if and when made available to You by Autodesk and determined by Autodesk to constitute an upgrade.

Web Service means a web- or cloud-based service made available by Autodesk, whether or not provided as part of a subscription and whether or not provided for a fee.

Web Services Type means the Web Services type specified by Autodesk for a subscription (for example, number of cloud credits). Web Services Types are set forth on [Subscription Types \(/company/terms-of-use/en/subscription-types\)](/company/terms-of-use/en/subscription-types).

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

23. Country-Specific Terms

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

23.1 Member states of the European Union

If You acquired Your subscription in a member country of the European Union or the European Free Trade Association, the applicable "Territory" for such subscription is all the countries of the European Union and the European Free Trade Association.

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

In addition, the following provisions apply if You are contracting with Autodesk Ireland Operations Limited ("Autodesk Ireland") as a consumer and are resident in a country that is a Member State of the European Union:

(i) The choice of the law of Ireland as governing law will not deprive You of the protections granted to You by provisions of the law of the country where You reside that cannot be derogated from by contract pursuant to the law of such country. Autodesk Ireland may bring a claim with respect to an Offering against You only in the courts of the country where You reside, and You have the right to bring a claim with respect to an Offering against Autodesk Ireland either in the courts of Ireland or in the courts of the country where You reside. In any case, You and Autodesk Ireland have the right to bring a counterclaim in the court in which, in accordance with this provision, the original claim is pending.

(ii) If Autodesk assigns or otherwise transfers these Terms, Autodesk will ensure that the assignment or other transfer does not prejudice Your rights under these Terms. You may request Autodesk's consent to the assignment or other transfer by You of these Terms and Your rights and obligations under these Terms. Any such consent by Autodesk will be subject to demonstration by You that the transferee will comply with these Terms, that You will remain responsible for such compliance, and that You will no longer have any access to or use of any Offering (including any functionality of any Offering).

(iii) Notwithstanding the "Entire Agreement" section (Section 21.13) of these Terms, such section will not exclude Autodesk's liability to You for (a) misrepresentations in voluntary statements about an

Offering made by Autodesk to You that You rely on in purchasing the Offering; or (b) failure to provide pre-contract information regarding an Offering that Autodesk is required by the law of the country where You reside to provide to You before purchasing the Offering.

Also, nothing in these Terms purports to restrict or exclude (1) Autodesk's liability for death or personal injury caused by Autodesk's negligence or (2) statutory liability for products under the statute of a Member State of the European Union (e.g., the German Product Liability Act).

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

23.2 Australia

The following provision may apply to You depending on Your circumstances:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

In addition to your other rights and remedies under law in relation to the Offerings, Offerings that are legitimately purchased also come with a 90-day limited warranty as set out in these Terms. For Australian customers, the warranty is given by Autodesk Australia Pty Ltd, an Australian company with principal offices at Level 5, Building C, 11 Talavera Road, Macquarie Park, New South Wales, Australia. If an Offering does not provide the general features and functions described in the Documentation in the 90-day period after delivery to You, please call (+61) (0) 2 9844 8000 with details of Your product, serial number, place of purchase, details of the defect and Your return contact details.

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

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

23.3 Mainland China, Hong Kong, Macau and Taiwan

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

FOLLOW AUTODESK

-  Facebook (<https://www.facebook.com/autodesk>)
-  Instagram (<https://www.instagram.com/autodesk>)
-  Twitter (<https://twitter.com/autodesk>)
-  LinkedIn (<https://www.linkedin.com/company/autodesk>)

All social media (</social-media>)

 Worldwide sites (</site-selector>)

PRODUCTS (</PRODUCTS>)

BUYING (<HTTPS://WWW.AUTODESK.COM/STORE>)

SUPPORT & LEARNING (<HTTPS://KNOWLEDGE.AUTODESK.COM/SUPPORT>)

AUTODESK (</COMPANY>)

Privacy settings (javascript:;) | Privacy/Cookies (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>) | About our Ads (<https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/autodesk-privacy-statement-2015-english#mixpanel>) | Legal (<https://www.autodesk.com/company/legal-notices-trademarks>) | Report Noncompliance (<https://www.autodesk.com/genuine/report-piracy>) | Site map (<https://www.autodesk.com/sitemap>) | © 2020 Autodesk Inc. All rights reserved

Website Terms of Use and Education

Education Providers And The Family Educational Rights And Privacy Act (FERPA)

Last Updated: May 23, 2018

1. If you are an Education Provider (as defined below) who will be using Products with Students in connection with your educational institution, district or class located or based in the United States, Student Data provided or generated through your or your Students' use of Products may be subject to the U.S. Family Educational Rights and Privacy Act ("FERPA"), which may require educational institutions and school districts to obtain parental consent before disclosing Student Data outside of the educational institution. For that reason:
 - a. You represent and warrant that: (1) you are authorized to act on behalf of, or have permission from, your educational institution or school district to enter into this Agreement and to use the Products with your Students, (2) if at any point in time you are no longer authorized to act on behalf of your educational institution or school district, you will remove any student material from any account you have access to in connection with Products and close any account for Products used by you solely as an Education Provider, and if you are unable to take these actions on your own, contact Autodesk for assistance, (3) before you enroll, sign up or permit any Student to use Products, you, your educational institution, or your district will obtain any consents required under applicable law to be provided by a Student or the Student's parent or legal guardian consenting to the Student's use of Products made available to the Student by the Education Provider, and (4) you will not provide to Autodesk Student Data of any Student under thirteen (13) years of age. Notwithstanding the foregoing, when using Tinkercad, you may provide Student Data of a Student under thirteen (13) years of age, if you first obtain a signed and dated consent form that is voluntarily provided by the Student's parent or legal guardian.
 - b. Autodesk agrees that: (1) to the extent that Education Providers subject to FERPA provide Autodesk with Student Data, Autodesk will be considered a "school official" (as that term is used in FERPA and its implementing regulations), (2) it will comply, within a reasonable time frame, with your requests to review, modify, de-identify or delete any Student Data that Autodesk maintains about your Student, and (3) it will not maintain, use, or disclose Student Data except as set forth herein and in the [Autodesk Privacy Statement \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement\)](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement), as authorized by you or permitted or required by applicable law or a judicial order.

2. Defined Terms

"Education Providers" means educational institutions and teachers, administrators, school district representatives and other individuals acting on behalf of the educational institution or

the school district, who provide Students with access to Products and/or work with Students in connection with Products.

“Products” means Autodesk software or Autodesk web or cloud based services made available by Autodesk pursuant to the terms of the applicable software license agreement, terms of use or terms of service.

“Student” means an individual person enrolled as a student at an Education Provider.

“Student Data” means information maintained by Autodesk or any third party on Autodesk’s behalf relating to a Student, including any education records (as defined under FERPA) that are disclosed by Education Providers to Autodesk, except that Student Data does not include a record that has had personal data removed such that the Student’s identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

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Privacy settings (javascript:;)

Autodesk Privacy Statement

Updated: January 1, 2020

Protecting your privacy is important to Autodesk. This Privacy Statement explains how personal data is collected, used and disclosed in relation to websites, products and services (“applications”) provided by Autodesk, Inc. and other entities that belong to the Autodesk corporate family (“Autodesk,” “we,” and “our”) and that link to this Privacy Statement. A list of entities currently within the Autodesk corporate family can be found [here \(https://www.autodesk.com/company/contact-us/office-locations\)](https://www.autodesk.com/company/contact-us/office-locations).

Some of our applications may display supplemental privacy notices so you can make informed choices at the time you review the notices. For example, you may see a notice explaining a data collection program in an application, and your choices for participating.

This Privacy Statement describes how we process personal data for our own purposes. We also process personal data on behalf of our enterprise customers subject to a written contract. We do not control the data processing or protection practices of our enterprise customers, which may differ from those set out in this Privacy Statement.

“Personal data” is information that identifies or can reasonably be linked directly or indirectly to an identifiable person. For purposes of this Privacy Statement, “personal data” and “personal information” have the same meaning and are used interchangeably.

What Information Does Autodesk Collect About You?

We obtain personal data in different ways. Some personal data is collected directly from you. Other data is automatically collected or generated about how, when and why you interact with our applications, including data obtained through the use of cookies and other tracking technologies. We also obtain certain data about you from third parties.

Information you provide us:

We collect information directly from you, such as when you sign up for an account or use an application, register a product or service, sign up for our newsletter or for one of our events, when you interact with one of our events, activities or with social media, or otherwise contact us. The types of information we may collect from you include:

- Identifiers, such as your name, telephone number, physical and email address, IP address, username and account password
- Professional information, such as your occupation, industry, professional licenses, work experience and employment history, and other qualifications

- Commercial information, such as details about your subscription plans, the applications that you have purchased or expressed interest in, and events you have attended
- Financial account information, such as payment information you provide when making a purchase through the applications (a third party processes these transfers on our behalf as described below)
- Education information, such as your educational background
- Protected characteristics, such as your age (where applicable)
- Visual, audio and electronic information, such as your picture or signature, records of our interactions, such as correspondence, details of complaints and their resolutions, service records, and your preferences, including your preferred tools, experience, language and the frequency at which you wish to receive marketing communications

When you make purchases through our websites, we use payment processors ([Digital River \(https://www.digitalriver.com/corporate-policies/\)](https://www.digitalriver.com/corporate-policies/), [BlueSnap \(https://home.bluesnap.com/privacy-policy/\)](https://home.bluesnap.com/privacy-policy/), [PayPal \(https://www.paypal.com/us/webapps/mpp/ua/privacy-full\)](https://www.paypal.com/us/webapps/mpp/ua/privacy-full), [Stripe \(https://stripe.com/us/privacy\)](https://stripe.com/us/privacy), [Adyen \(https://www.adyen.com/policies-and-disclaimer/privacy-policy\)](https://www.adyen.com/policies-and-disclaimer/privacy-policy)) and do not store credit card or other financial information (other than confirmation that payment in a certain amount has been made). We collect contact and account information from you that we pass through to the payment processor to facilitate the transaction. For more information you can contact our providers as set forth in their privacy notices.

Information we obtain from your use of our applications:

We automatically collect and generate certain personal information about your use of our applications and may associate that information with your account. The information we collect includes:

- Identifiers, such as unique device identifiers, IP addresses, cookie identifiers, product IDs, information about product licenses, account usernames and email addresses
- Internet or other electronic network activity information, such as the website domain visited, which activities and applications are used, how and for how long, how the applications are accessed, posts, discussions and other types of engagement with us, including on our blogs, discussion forums or chat rooms, the use of any hyperlinks or downloadable content available through the applications, and other Metrics as defined in our [General Terms \(https://www.autodesk.com/company/terms-of-use/en/general-terms\)](https://www.autodesk.com/company/terms-of-use/en/general-terms)
- Geolocation information
- Electronic information, such as information about operating systems, device types, information about browsers, information relating to automatic updates and technical errors, information about your use of our applications, including your preferred tools and experiences, and your engagement with our activities.
- Commercial information, such as records about interest in our applications or completed purchases
- Inferences drawn from any of the personal and application usage information available to us

We also use cookies (small text files stored by your web browser when you use websites) and related technologies, such as pixels and beacons (collectively "Cookies"), to collect and store information when you use our applications. We use [Autodesk Analytics programs \(https://www.autodesk.com/company/autodesk-analytics\)](https://www.autodesk.com/company/autodesk-analytics) and tools including third-party analytics tools, such as [Google Analytics \(http://www.google.com/policies/privacy\)](http://www.google.com/policies/privacy), to help us understand how, when and why you use our applications. To learn more about our use of Cookies, see our [Cookie Statement \(/company/legal-notice-trademarks/privacy-statement/cookie-statement\)](/company/legal-notice-trademarks/privacy-statement/cookie-statement).

Except as described in our Cookie Statement, whether we collect data through the use of Cookies is up to you. You can change your mind at any time by going into your Settings within the application or by managing your Cookie preferences [here \(javascript:;\)](#).

Social Networking Data: Our applications may include content, buttons, or other tools that link to another company's services and/or platform(s) ("Plugins"). We collect information about your use of Plugins through Autodesk Analytics programs as well as our and third-party analytics tools. If you use an application that contains Plugins, information can be transferred directly from your device to a third-party provider of services and/or platforms. We do not control the data collected by Plugins. If you are logged in to a social network, the social network may be able to link your use of our application to their services and/or platform.

For example, if you interact with a Plugin by clicking on "Like," "Follow," or "Share," or by writing a comment, this information may automatically appear in your profile on the relevant social network service or platform. Even if you are not logged in, the Plugins may send your IP address to social network services and/or platforms. Please note this when using our applications.

When you connect to a social networking service or platform on a device that is also used by others, these other users may be able to see information that is stored or displayed in connection with your profile on the social networking service page.

Information we collect from other parties:

We receive and process information from our affiliates and from third-party sources, such as employers, business partners, business contact databases, enrichment services, channel partners (e.g. resellers), marketing service providers, third-party data aggregators and social networking platforms (e.g., LinkedIn and Facebook). We also receive information from publicly-available sources and licensors. The categories of personal information we collect from these sources include:

- Identifiers, such as names, phone numbers, and email addresses
- Professional information, such as occupations, industries, professional licenses, work experience and employment histories, and other qualifications
- Education information, such as your educational background
- Commercial information, such as events you have attended or activities you have participated in
- Inferences, such as regarding usage information and your preferences, behaviors, and other attributes

In accordance with applicable law, we may combine your personal data with information we collect from other parties to help keep our databases current and accurate, and to provide you with more relevant content, experiences, applications and other offerings.

How Does Autodesk Use The Information It Collects About You?

We use your personal data mindfully, and in useful ways, including:

- To validate your identity as necessary to perform our contract with you
- To deliver you services, products, and support as necessary to perform the contract governing your use of our applications or to communicate with you
- To send you important information within the scope of our contract with you

- To send you other information you requested, like when someone has "liked" one of your posts, to the extent necessary to perform our contract with you
- To send you suggestions, offers, promotions, newsletters, surveys, or other information in furtherance of our legitimate interests or, where needed, with consent
- To anonymize, aggregate, or de-identify your personal data so it can no longer identify you
- To understand the ways our applications are used and the people using them in furtherance of our legitimate interests or, where needed, with consent
- To improve our applications and your experience in furtherance of our legitimate interests (or where needed, with consent), including through the use of automated systems that analyze data using machine learning and other analytic techniques
- To improve the security of and troubleshoot our applications, as necessary to perform the contract governing your use of our applications or to communicate with you
- To provide promotional offers, advertising or other marketing content relevant to your interests in furtherance of our legitimate interest or, where needed, with consent
- To detect, prevent, or otherwise address fraud and software piracy (e.g., to confirm that software is genuine and properly licensed) and to protect you, Autodesk, and third parties in furtherance of our legitimate interests. Learn more about how Autodesk detects and combats nonvalid software [here \(https://www.autodesk.com/genuine/frequently-asked-questions\)](https://www.autodesk.com/genuine/frequently-asked-questions).
- To enforce the legal terms that govern our applications
- To comply with our legal obligations
- To protect the rights, safety and property of Autodesk, you, or any third party
- For other purposes, for which we obtain your consent (where we rely on your consent to process personal data, you may withdraw your consent at any time by contacting us at the contact details below or as otherwise indicated to you in writing)
- As further described in our applications, such as in a supplemental notice, or in our About Boxes (available via Settings in your application)

Where we rely on our legitimate interests to process your personal information, you may have the right to object to that processing on the basis of circumstances specific to you. For more information, see ["What Rights and Choices Do You Have? \(#rights-and-choices\)"](#) below.

When we process personal data about you to comply with legal requirements or to perform our obligations under a contract with you or with our customer through whom you use our applications, failure to provide such data may prevent or delay our fulfillment of these obligations.

How Does Autodesk Disclose Your Personal Data?

We disclose the categories of information described above to the following categories of persons:

- Our service providers, including vendors, consultants, and other service providers who perform services or functions on our behalf, for business purposes. For example, our service providers include companies who support us with marketing, sales, consulting, communications, software maintenance and support, analytics, social media, market research, license compliance, security, user verification, localization, and payment processing. Our service providers process your information subject to contractual terms that restrict their ability to use your information

- Our business partners, such as integration partners, channel partners (e.g., resellers) and Autodesk's App Store publishers, with whom you interact to facilitate your relationship with Autodesk and those business partners for any of the purposes described in our or those business partners' privacy statements
- Our affiliates, for any of the purposes and uses of information described in this Privacy Statement, including providing you with integrated products and services (including administering purchases, services, and payments across our integrated products and services) in furtherance of our legitimate interests. You can find a list of Autodesk entities [here \(https://www.autodesk.com/company/contact-us/office-locations\)](https://www.autodesk.com/company/contact-us/office-locations).
- Social networking services and platforms through Plugins or when you use our applications to connect with or share information publicly or with your contacts on such services or platforms
- Persons to whom we are required by law to provide information, such as pursuant to a subpoena or a court order
- Law enforcement, legal counsel, or other reasonably necessary when we have a good faith belief that the disclosure is necessary to prevent or respond to fraud or software piracy, defend ourselves against attacks, or protect the rights, property, and safety of Autodesk, our customers, and the public
- Persons involved in the consideration, negotiation, completion of a business transaction, including the sale, merger, consolidation, acquisition, change in control, transfer of substantial assets, bankruptcy, or reorganization, and any subsequent integration

We may also disclose your personal information to other parties when we have your consent to do so or when you direct us to, for any purposes requested or permitted by you.

We may share aggregate, anonymous, or de-identified demographic, statistical, and other information regarding use of our applications with third parties for marketing and other purposes. Such information will not specifically identify any particular user.

How Does Autodesk Protect Your Data?

We maintain a combination of reasonable and appropriate physical, administrative, and technological controls to protect your data from unauthorized access or malicious actions. For more information about our security practices, please visit the [Trust Center \(https://www.autodesk.com/trust/overview\)](https://www.autodesk.com/trust/overview).

We take reasonable steps to limit the access employees, contractors, and agents of Autodesk have to your personal data to those who need to know this data to perform their assigned functions.

What Rights And Choices Do You Have?

You have the right to access, update, delete, receive a copy of, or restrict our use of your personal data. When we process personal data based on your consent, you have the right to withdraw consent any time.

Please log-in to your account to manage your personal data and content using our applications. You can also delete your personal data and close your account. We may retain certain data about you for legal and internal business purposes, such as fraud prevention, in accordance with applicable laws.

To request a copy of the personal data in your account, please [submit this form \(https://accounts.autodesk.com/profile/download?returnurl=https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/confirmation-en\)](https://accounts.autodesk.com/profile/download?returnurl=https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/confirmation-en). Consistent with applicable law, we may ask for proof of your identity before fulfilling your request, and we may ask for additional forms of verification depending on the nature of the personal information requested.

Certain jurisdictions grant individuals additional rights with respect to their personal data. Depending on where you live or applicable law, you may also have the right to:

- Object to our processing of your personal data
- Have us block or anonymize your personal data, as appropriate
- Receive a copy of your personal data to transfer it to a third party
- Opt-out of certain direct marketing communications
- Opt-out of certain disclosures of your personal information to third parties
- Not be denied a good or service for exercising your rights, though you may be provided a different level of service or charged a different rate or price consistent with applicable law
- Lodge a complaint with the relevant data protection authority in the jurisdiction in which you are located.

These rights may be limited in some circumstances by local law. For example, even if you ask us to delete your personal information, we may need to retain it to complete transactions you have requested, to comply with our legal obligations, or for other limited business purposes as required or permitted by law. To exercise applicable rights, please [contact us \(mailto:privacy.questions@autodesk.com\)](mailto:privacy.questions@autodesk.com).

Where we process personal data on behalf of our customers, we may refer the request to the relevant customer and cooperate with their handling of the request, subject to any special contractual arrangement with that customer.

California residents, please read the "[Your California Privacy Rights \(#california-privacy\)](#)" section for additional disclosures and information regarding your rights under California law.

Individuals in Brazil, please read the [LGPD FAQs \(https://aem-dc-author.awsism.autodesk.com/content/dam/autodesk/www/trust/2020/lgpd-faqs.pdf\)](https://aem-dc-author.awsism.autodesk.com/content/dam/autodesk/www/trust/2020/lgpd-faqs.pdf) for additional information regarding the LGPD and your rights under the law.

What Are Autodesk's Storage And Data Retention Practices?

We store your personal data and content on our servers and the servers of our service providers. Because we and our service providers maintain servers in global locations, your personal data may be transferred across national borders and stored on the servers outside of your country or region.

We will retain your personal data for as long as necessary to provide you with the applications you are using, for the establishment, exercise or defense of legal claims, and as needed to comply with our legal obligations. Data may persist in copies made for backup and business continuity purposes for additional time.

Does Autodesk Transfer Your Personal Data Across National Borders?

Because we are a global company, we transfer your personal data across national borders to other countries, in compliance with the laws that apply to that data.

When your data is transferred from one of our entities in the European Economic Area (EEA), Switzerland or the United Kingdom to the United States, or from entities in the EEA to another country outside of the EEA, we rely on one or more of the following legal mechanisms which provide appropriate safeguards for the transfers: the EU-U.S. Privacy Shield, Swiss-U.S. Privacy Shield, and European Commission-approved Standard Contractual Clauses. To exercise any legal right to see copies of the data transfer mechanism documents that Autodesk uses to transfer data across international borders, please contact us at the details below.

Autodesk complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework ("Privacy Shield") as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data transferred from the EEA, the United Kingdom and/or Switzerland to the United States in reliance on Privacy Shield. Autodesk has certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If there is any conflict between the terms in this Privacy Statement and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/> (<https://www.privacyshield.gov/>) and read our [Privacy Shield Notice](https://damassets.autodesk.net/content/dam/autodesk/www/Company/docs/pdf/legal-notices-&-trademarks/privacy-shield-statement-nov-2017-updated-1.pdf) (<https://damassets.autodesk.net/content/dam/autodesk/www/Company/docs/pdf/legal-notices-&-trademarks/privacy-shield-statement-nov-2017-updated-1.pdf>).

What Are Autodesk's Marketing And Advertising Practices?

We use analytics tools and also work with one or more advertising networks (our "Ad Partners") that use Cookies or other technologies to collect information about application visitors, to serve ads, and to help us track results of advertising and marketing campaigns. Through these means, we and/or our Ad Partners may be able to collect information from application visitors, including websites visited, how, when and why applications are used, marketing preferences, IP addresses, device IDs, and information about browsers. This information is used to display personalized advertising in applications and websites, to calculate and control the number of unique and repeat views of a given ad, to deliver ads that relate to a visitor's interests, and to measure the effectiveness of ad campaigns. We process your personal data for the above activities in furtherance of our legitimate interests or, where required, with your consent.

You can opt out of the use of your information by Ad Partners for online behavioral advertising by using the Digital Advertising Alliance's [Your AdChoices](http://optout.aboutads.info/?c=2#!/) (<http://optout.aboutads.info/?c=2#!/>) tool. The Your AdChoices tool may not work if your browser does not accept third-party Cookies, and if you delete Cookies, use a different browser, or use a different computer, you will need to use the tool again to renew your opt out.

As described above, you can also change your Cookie preferences for our website [here \(javascript:;\)](#). Please keep in mind that you may also need to clear your Cookies on each browser on each device, in order to reset these settings.

Autodesk currently does not respond to "do not track" signals.

How Does Autodesk Protect Children And Student Data?

At Autodesk, we care deeply about children's privacy and protecting their data.

Many of our applications are made for the general public and are designed for adult users. We do not knowingly collect personal data from children in connection with applications made for the general public.

Other applications are designed for and appropriate for use by children. Our [Children's Privacy Statement \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/childrens-privacy-policy-english\)](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/childrens-privacy-policy-english) applies to the personal data collected from such applications. If there is a conflict between our Children's Privacy Statement and our Privacy Statement, the Children's Privacy Statement sets the standard for how we treat children's personal data. For more information, please refer to our [Children's Privacy Statement \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/childrens-privacy-policy-english\)](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/childrens-privacy-policy-english).

Is The Personal Data You Give Us Ever Displayed Publicly?

As always, we urge you to be mindful when deciding to disclose personal data, including on our applications. Our applications may allow you to post content, including comments and "likes," that can be visible to the public.

In some cases, you can limit who can view or access the information and content you post. In other cases, the information and content might be available to registered members of the application, or even to the general public. Your name, user name, profile image, or email address (particularly if this is your user name) may be posted along with any message or other content you post through some of our applications and websites.

If you are posting information you do not want to be disclosed publicly, make sure you are using an application that allows you to control who sees information you have posted.

Will This Privacy Statement Change?

We may change this Privacy Statement to reflect changes in the law, our data handling practices, or the features of our business. The updated Privacy Statement will be available at our Trust Center [here \(https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement\)](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement). We will show the date the Privacy Statement was last updated to help you know when we change it. If we make material changes to our Privacy Statement, we will endeavor to provide you with notice before such changes take effect, such as through prominent notice on our website or services or by email.

How To Contact Us?

If you want to contact us, please use the following contact information. When you do so, please tell us the name of the application about which you are contacting us:

By email at: [privacy.questions@autodesk.com \(mailto:privacy.questions@autodesk.com\)](mailto:privacy.questions@autodesk.com)

By postal mail to:

Privacy Questions
Autodesk, Inc.
The Landmark @ One Market
Suite 500
San Francisco, CA 94105
U.S.A.

Data protection officer: To contact our data protection officer, please use the following contact information: DPO@autodesk.com (<mailto:DPO@autodesk.com>).

Who Can I Contact With Questions Or Concerns?

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have a right to lodge a complaint with the [data protection authority of the United States of America](https://www.ftc.gov/faq/consumer-protection/submit-consumer-complaint-ftc) (<https://www.ftc.gov/faq/consumer-protection/submit-consumer-complaint-ftc>) and/or with a competent European supervisory authority or your local equivalent.

Your California Privacy Rights

California law treats certain disclosures of personal information with third parties in exchange for something of value as “sales,” even when no money changes hand. We do not “sell” personal information subject to California law.

We described several types of rights in “[What Rights and Choices Do You Have? \(#rights-and-choices\)](#)” above. If you reside in California, you have rights to access the specific pieces of your information, the right to know details about our processing of your information, the right to request deletion of your personal information, and the right to not be denied goods or services for exercising these rights. You can exercise those rights by emailing us at privacy.questions@autodesk.com (<mailto:privacy.questions@autodesk.com>). To request a copy of the personal information in your account, you can also [submit this form](https://accounts.autodesk.com/profile/download?returnurl=https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/confirmation-en) (<https://accounts.autodesk.com/profile/download?returnurl=https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/confirmation-en>).

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