

**Update Notice:** We've updated the Autodesk Design and Make Marketplace Terms of Use. We periodically make these updates as our business and services evolve. Namely, we update the language to reflect the evolution of the Autodesk App Store to the Autodesk Design and Make Marketplace.

## **Autodesk Design and Make Marketplace Terms of Use**

[Last updated: May 3, 2026]

These Terms of Use (together with the Additional Terms, the “**Terms**”) constitute a binding contract between you and Autodesk concerning your access to and use of the Autodesk Marketplace.

**PLEASE NOTE THAT SECTION 15 (AUTODESK ENTITY, GOVERNING LAW, AND DISPUTE RESOLUTION) BELOW CONTAINS MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT MAY GOVERN ANY RESOLUTION OF DISPUTES BETWEEN YOU AND AUTODESK.**

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

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

- 1. Apps.** Autodesk makes Apps available to You through the Marketplace for use in connection with Your licensed Autodesk products or services. The App listing will identify the Publisher for each App. Apps are offered by a Third Party Publisher or by Autodesk itself. Autodesk may (but has no obligation to) screen, review, filter, modify, reject, suspend, and/or remove any App from the Marketplace at any time and for any reason.
- 2. End User Agreement.** Your access to and use of each App is governed by a separate End User Agreement between You and the Publisher, whether the Publisher is a Third Party Publisher or Autodesk. You may not download, install, access, or use any App unless You agree to the applicable End User Agreement. In addition, You agree to comply with all applicable laws and regulations regarding the download, installation, access, and use of each App.
- 3. Privacy.** You agree that by downloading, installing, accessing, or using a Third Party App: (a) Your Personal Data (e.g., first name, last name, and email address) will be made available to the Third Party Publisher to verify entitlements, and fulfill Your order and Your other requests and inquiries relating to the Third Party App, and (b) any Personal Data collected by the Third Party Publisher through the Third Party App will be subject to the Third Party Publisher’s privacy policy. You acknowledge receipt of the Autodesk Privacy Statement and understand that it applies to any Personal Data collected by Autodesk in connection with Your access to and use of the Marketplace and any Autodesk App.
- 4. Submissions.**

**4.1. Profiles and Reviews.** You may upload, post, publish, transmit, or otherwise make available Submissions through the Marketplace. All Submissions must comply with Autodesk's Acceptable Use Policy. Autodesk may remove any Submission in its sole discretion. Autodesk has no control over and is not responsible for any use or misuse (including any distribution) of Submissions by any third party. Autodesk may (but has no obligation to) monitor Submissions before or after they appear on the Marketplace. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONAL DATA OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE MARKETPLACE, YOU DO SO AT YOUR OWN RISK.

**4.2. License.** You acknowledge that Your Submission is non-confidential and hereby grant to Autodesk a perpetual, royalty-free, fully paid-up, irrevocable, nonexclusive, sublicensable right and license to use, reproduce, modify, adapt, publish, perform, display (whether publicly or otherwise), transmit, and distribute such Submission in any form, medium, or technology now known or later developed. In addition, You hereby waive all moral rights in each Submission. For each Submission, You represent and warrant that You have all rights necessary for You to grant the licenses in this section, and that such Submission complies with all applicable laws and regulations.

**5. Proprietary Rights in the Marketplace.** Autodesk hereby grants You a non-exclusive, revocable, non-transferable, non-sublicensable, limited, and personal right to use the Marketplace solely as made available to You by Autodesk and in accordance with these Terms. Except as expressly set forth in the prior sentence, Autodesk Parties retain all right, title, and interest in and to their respective proprietary rights and nothing in these Terms or any other terms will be construed as granting You, directly or by implication, estoppel, or otherwise, any right or license with respect to any intellectual property rights or other proprietary rights of Autodesk Parties. For clarity, any rights and obligations You may have with respect to an App will be set forth in the applicable End User Agreement for such App.

**6. Payments.** Some Apps may be made available through the Marketplace at no charge, while other Apps may be subject to a fee. You agree that You are solely responsible for all fees associated with the Apps You procure through the Marketplace. If You wish to access or use an App that is offered subject to the payment of a fee, we may provide for Your convenience a link on the Marketplace to a Payment Processor who will process Your payment for such App. Use of the Payment Processor's service and website is governed by the Payment Processor's terms, and not by these Terms, and Autodesk will have no responsibility or liability in connection with the Payment Processor's terms or any breach of such terms by the Payment Processor, You, or any Third Party Publisher. We encourage You to read the Payment Processor's terms prior to engaging the Payment Processor. Autodesk reserves the right to add, replace, or remove a Payment Processor from time to time in its sole discretion and with or without notice to You.

## **7. Disclaimers**

**7.1. Third Party Apps.** Each Third Party Publisher is solely responsible for its Third Party Apps, including for: (a) any content, functionality (including, if applicable, any augmented reality or virtual reality functionalities), services, or subscriptions provided through or in connection with such Third Party App, (b) the development, installation, security, reliability, performance, and availability of such Third Party App, (c) any maintenance and support services with respect to such Third Party App, as specified in the applicable Third Party App End User Agreement or as required by applicable law, (d) any warranties for such Third Party App, whether express or implied by law (to the extent not effectively disclaimed in the applicable Third Party App End User Agreement), or other claims, losses, liabilities, damages, costs, or expenses attributable to

any failure to conform to any warranty, (e) the investigation, defense, settlement, and discharge of any liabilities, losses, or claims by You or any third party in any way related to the Third Party App, including for product liability, property damage, personal injury or death, noncompliance with applicable law, rule or regulation, and infringement or misappropriation of third party intellectual property rights or other rights, (f) the determination of the purchase price, verification of all payments, collection, and payment of all applicable taxes and issuance of refunds, and (g) any notices and consents required to be provided to or obtained from end users regarding data collection, use, or storage by the Third Party App under applicable privacy/data protection laws. Please contact the Third Party Publisher directly for questions, refunds, returns, or cancellations relating to Third Party Apps. Autodesk is not a party to any Third Party App End User Agreement. Autodesk Parties will have no responsibility or liability in connection with any Third Party App End User Agreement or any breach thereof by the Third Party Publisher or You. YOUR USE OF OR ACCESS TO THIRD PARTY APPS IS AT YOUR SOLE DISCRETION AND RISK.

**7.2. Third Party Websites, Online Resources, and Content.** As a convenience to You, the Marketplace may contain links to websites and other online resources of third parties, which are not under Autodesk's control. Autodesk Parties are not responsible for such third party websites, online resources, or content (including information and materials) made available at such third party websites and/or online resources. Autodesk Parties make no representations of any kind regarding such third party websites, online resources, and/or content and You hereby irrevocably waive any claim against Autodesk Parties with respect to such third party websites, online resources, and/or content. Any comments regarding any third party websites, online resources, and/or content should be directed to the entity that owns or manages the website, online resources, and/or content. YOUR USE OF THIRD PARTY WEBSITES, ONLINE RESOURCES, AND/OR CONTENT IS AT YOUR SOLE DISCRETION AND RISK AND IS SUBJECT TO ANY TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY WEBSITES, ONLINE RESOURCES, AND/OR CONTENT (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY WEBSITES, ONLINE RESOURCES, AND/OR CONTENT).

**7.3. Waiver and Release.** Autodesk Parties will have no responsibility or liability in connection with Third Party Publishers and Third Party Apps, and third party websites, online resources, and/or content. To the maximum extent permitted by applicable law, You hereby release Autodesk Parties from any and all liability for claims and damages (including direct, indirect, and consequential) and costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with Third Party Publishers and Third Party Apps, third party websites, online resources, and/or content, and the Autodesk Marketplace, and You further waive all claims against Autodesk Parties. TO THE EXTENT APPLICABLE TO YOU, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE § 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

**7.4. Disclaimer of Warranties.** YOUR USE OF THE MARKETPLACE MATERIALS IS AT YOUR SOLE DISCRETION AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THE MARKETPLACE MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND (B) AUTODESK PARTIES MAKE, AND YOU RECEIVE, NO WARRANTIES, REPRESENTATIONS, CONDITIONS, OR COMMITMENTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKETPLACE MATERIALS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY,

SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, 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 Marketplace Materials (including any statements about their functionality or performance), or other communications with You, which are not contained in these Terms are for information purposes only and do not constitute a warranty, representation, condition, or other commitment. Without limiting the generality of the foregoing, Autodesk Parties do not warrant or otherwise commit that (i) the Marketplace Materials, or the access thereto or use thereof, will be available, uninterrupted, error-free, secure, accurate, reliable, or complete, (ii) the Marketplace Materials will meet any particular performance or availability criteria, or (iii) 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 Marketplace Materials is subject to the technical limitations of the Marketplace Materials.

**7.5. Functionality Limitations.** THE APPS ARE NOT A SUBSTITUTE FOR YOUR OWN JUDGMENT (INCLUDING PROFESSIONAL JUDGMENT) OR INDEPENDENT TESTING, DESIGN, ESTIMATION, OR ANALYSIS, AS APPLICABLE. THE APPS HAVE NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH THEY MAY BE USED AND MAY NOT ACHIEVE THE RESULTS YOU DESIRE. AUTODESK PARTIES WILL NOT BE LIABLE IN ANY MANNER FOR ANY RESULTS OR OUTPUT OBTAINED OR OTHERWISE VIEWED THROUGH THE APPS (INCLUDING, IF APPLICABLE, AUGMENTED REALITY AND VIRTUAL REALITY FUNCTIONALITY).

**7.6. Hazardous Activities Disclaimer.** THE APPS ARE NOT FAULT TOLERANT AND ARE NOT SUITABLE FOR USE IN CONNECTION WITH ACTIVITIES CONSIDERED TO BE HIGH RISK OR HAZARDOUS, INCLUDING THE FIELDS OF MEDICINE, SECURITY, EMERGENCIES, LIFE SUPPORT, DANGEROUS MATERIALS, UNMANNED MACHINES OR VEHICLES, OTHER STRICT LIABILITY OR HAZARDOUS ACTIVITIES, OR ACTIVITIES WITH A RISK OF LEADING TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE (INDIVIDUALLY AND COLLECTIVELY, “**HAZARDOUS ACTIVITIES**”). YOU REPRESENT AND WARRANT THAT YOU WILL NOT USE ANY APP FOR HAZARDOUS ACTIVITIES, AND YOU ACKNOWLEDGE THAT AUTODESK PARTIES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR USE IN CONNECTION WITH HAZARDOUS ACTIVITIES AND WILL HAVE NO LIABILITY FOR ANY USE OF THE APPS IN CONNECTION WITH HAZARDOUS ACTIVITIES. YOU WILL INDEMNIFY AND HOLD HARMLESS AUTODESK PARTIES FROM ANY DAMAGES, LOSSES, OR LIABILITIES RESULTING FROM YOUR USE (OR THE USE BY A THIRD PARTY PERMITTED BY YOU) OF ANY APPS IN CONNECTION WITH HAZARDOUS ACTIVITIES.

## **8. Limitation of Liability.**

**8.1.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) IN NO EVENT WILL ANY AUTODESK PARTY BE LIABLE UNDER THESE TERMS OR ARISING FROM OR RELATING TO THE SUBJECT MATTER HEREOF FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND (HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), OR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (B) THE TOTAL CUMULATIVE LIABILITY TO YOU, AND THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF AUTODESK PARTIES, FOR ALL COSTS,

LOSSES, OR DAMAGES FROM ALL CLAIMS, ACTIONS, OR SUITS, HOWEVER CAUSED, ARISING FROM OR RELATING TO THESE TERMS OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE GREATER OF (i) ALL AMOUNTS PAID BY YOU TO AUTODESK TO ACCESS AND USE THE AUTODESK MARKETPLACE DURING THE ONE-YEAR PERIOD BEFORE THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE LIABILITY FIRST OCCURRED, OR (ii) ONE HUNDRED DOLLARS (\$100.00 USD).

- 8.2.** You and Autodesk acknowledge and agree that the warranty disclaimers, limitations of liability, and indemnities in these Terms are a fundamental basis of the bargain between You and Autodesk, and are a material part of the consideration received by Autodesk for the products and services provided, and rights granted, under these Terms, and Autodesk would not have entered into these Terms, or provided the products and services or granted the rights, in the absence of such warranty disclaimers, limitations of liability and indemnities.
- 9. Changes to Terms.** Autodesk may modify these Terms from time to time in its sole discretion and, notwithstanding the Notice requirements of Section 17, will use reasonable efforts to provide You with notice of such change(s) by posting a revised version of the Terms on the Marketplace or by other reasonable means selected by Autodesk. You can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the top of these Terms. Your continued use of the Marketplace after the revised version goes into effect will constitute Your acceptance of such revised version.
- 10. Entire Agreement.** 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. These Terms may be modified only as expressly set forth in these Terms (including, with respect to the Additional Terms, which may be modified from time to time in Autodesk's sole discretion or as otherwise set forth in such Additional Terms).
- 11. No Waiver.** Failure to enforce or exercise any provision of these Terms is not a waiver of such provision unless such waiver is specified in writing and signed by the party against which the waiver is asserted.
- 12. Severability.** If and to the extent any provision of these Terms is held unenforceable under applicable law, (a) such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in these Terms, and (b) such provision will be ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability in any other jurisdiction.
- 13. 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 freely assign or transfer any of its rights or obligations under these Terms without Your consent or notice to You.
- 14. 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, epidemics, pandemics or other spread of disease, failure or interruption of the Internet or third party Internet connection(s) or infrastructure, power failures,

acts of civil and military authorities, severe weather, and changes in applicable Law or other circumstances that would make the provision of any services illegal or economically unfeasible. 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.

**15. Autodesk Entity, Governing Law, and Dispute Resolution.**

**15.1. General.**

These Terms are between You and the Autodesk entity set out below. The governing law for these Terms, including any rights, obligations, and claims of the parties, will be as specified below. Similarly, any dispute or claim arising out of or relating to these Terms, including the breach, performance, termination, enforcement, interpretation, or validity of these Terms (and whether under contract, tort, including 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.

Reference to “Autodesk” in this Section 15 means the following Autodesk entity:	Governing law is:	Exclusive jurisdiction/forum for dispute resolution:
Autodesk, Inc., a Delaware corporation	(i) State of California, and (ii) to the extent controlling, federal laws of the United States	(i) United States District Court for the Northern District of California in San Francisco, or (ii) Superior Court of the State of California, County of San Francisco, or (iii) If your principal place of business (or, if You are an individual, Your residence) is in the United States or Canada, please see section 15(b) below).

**15.2. Binding Arbitration and Dispute Resolution for United States and Canada.**

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

**(a) Informal Dispute Resolution and Binding Arbitration.**

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

You and Autodesk agree to binding individual arbitration of any Claim arising out of or relating to the Marketplace or these Terms and waive any right to go to court and have a trial in front of a judge or jury. The United States Federal Arbitration Act, including its procedural provisions, and not state law, governs the interpretation and enforcement of this dispute-resolution provision.

Arbitration will be conducted by ADR Services pursuant to its rules and as set forth in this Section 15. To commence arbitration, a party must send a written demand for arbitration that describes the Claim and request for relief with the details required by the ADR Services rules (“**Demand**”). Any Demand from You to Autodesk must be sent to Autodesk, Inc., The Landmark @ One Market, Suite 400, San Francisco, California 94105 USA, Attention: Chief Legal Officer. Any Demand from Autodesk to You must be sent to the address You provided during the informal dispute-resolution process described above or, if no address was provided, sent as described in Section 17 (Notices) below.

**(b) Fees for Binding Arbitration.**

Payment of all arbitrator fees will be governed by the ADR Services rules, except to the extent that any fees (including attorneys’ fees) and costs paid by either party are reallocated upon order of the arbitrator following a determination that (1) You or Autodesk breached any of the provisions of this Section 15, (2) the substance of Your or Autodesk’s Claim or the relief sought by You or Autodesk was frivolous or brought for an improper purpose, or (3) reallocation is otherwise permitted under applicable law. If Autodesk brings a Claim against You, Autodesk will pay all ADR Services fees associated with the Claim. If You bring a Claim against Autodesk, You and Autodesk will split those fees evenly. Further, if the arbitrator determines that You are unable to pay any part of those ADR Services fees, Autodesk will pay them for You.

**(c) Mass Filings.**

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

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

**(d) Determination of Arbitrability, Enforcement of Rights.**

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

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

**15.3. Waiver of Class or Consolidated Actions.**

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

**15.4. Injunctive and Other Equitable Relief.**

Notwithstanding any other provisions of these Terms, if a Claim is subject to resolution in the specified court or courts under Section 15(a) (General) above, Autodesk may apply for injunctive relief and other equitable remedies (or their equivalent) in any jurisdiction or forum, including any available court. If a Claim is subject to arbitration, either party may apply to a court of competent jurisdiction for interim measures necessary to preserve the parties' rights, including pre-arbitration attachments or injunctions, and any such request will not be deemed incompatible with, or a waiver of, the agreement to arbitrate.

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

**17. Notices.** Any notices by You to Autodesk will be sent by postal mail or delivery service to Autodesk, Inc., The Landmark @ One Market, Ste. 400, San Francisco, California 94105, USA, Attention: Chief Legal Officer. Such notices will be effective when received by Autodesk. Except as otherwise expressly stated in these Terms, any notices by Autodesk to You will be provided (a) by email to the registered email address associated with Your account, (b) by posting to Your account, (c) by posting within the Marketplace (for example, through an in-Marketplace notification function or sign-in notification), (d) by postal mail or delivery service to the address associated with Your account, or (e) in any other manner deemed reasonable by Autodesk that involves specific notification to You. Notices from Autodesk to You will, (i) in the case of notices by email, be effective one day after being sent and (ii) in the case of other notices, five days after being posted or sent. You hereby agree to service of process being effected on You by registered mail sent to the address associated with Your account or otherwise Your address last known by Autodesk, if so permitted by applicable law.

**18. Claims of Copyright Infringement.** 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 on the Marketplace 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. Autodesk suggests that You consult Your legal advisor before filing a notice or counter-notice. Notices and counter-notices are required to 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.  
The Landmark @  
One Market, Suite 400  
San Francisco, CA 94105 USA  
E-mail: [copyright.agent@Autodesk.com](mailto:copyright.agent@Autodesk.com)  
Tel: +1 (415) 507.5000  
Fax: + 1 (415) 507.6128

**19. 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. Les parties ci-dessus confirment leur désir que cet accord ainsi que tous les documents, y compris tous avis qui s’y rattachent, soient rédigés en langue anglaise. Any reference in these Terms to “days” are to calendar days unless otherwise specified. The section headings used in these Terms are for ease of reference only and will not be used to interpret the meaning of any provision or given any substantive effect. When used in these Terms, “include” or “including” and “for example” or “e.g.,” and words of similar import, are not limiting or exclusive and will be deemed followed by “without limitation,” whether or not such language is included. Unless the context or construction otherwise requires, all words applied in the plural will be deemed to have been used in the singular, and vice versa. Any rights and remedies provided for in these Terms are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under applicable law.

## **20. Definitions**

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

**20.2. "Additional Terms"** means all guidelines, rules, policies, and terms applicable to the Marketplace which may be posted on the Marketplace or otherwise communicated from time to time by Autodesk, and those referenced through a hyperlink in these Terms, as they may be modified from time to time in Autodesk's sole discretion.

**20.3. "App(s)"** means a downloadable software application, such as a desktop or mobile application, and/or a cloud-based application, which is made available through the Marketplace.

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

**20.5. "Marketplace Materials"** means the Marketplace, any Apps obtained through the Marketplace, and all related information, content, software, documentation, and graphics.

- 20.6. “Autodesk”** means the Autodesk entity set forth in Section 15 (Autodesk Entity, Governing Law, and Dispute Resolution).
- 20.7. “Autodesk App(s)”** means an App made available by Autodesk through the Marketplace.
- 20.8. “Autodesk Party”** or **“Autodesk Parties”** means Autodesk, each of its licensors, suppliers and vendors; and the respective officers, directors, employees, shareholders, agents, and other representatives of Autodesk and such licensors, suppliers, and vendors.
- 20.9. “Autodesk Privacy Statement”** means Autodesk’s Privacy Statement, which is currently located at <https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement>, or any successor or supplemental web page of Autodesk, as they may be modified from time to time in Autodesk’s sole discretion.
- 20.10. “End User Agreement”** means the separate agreement between You and the Publisher of the App, which governs Your access to and use of the App.
- 20.11. “Payment Processor”** means a third party entity who manages the credit card payment transaction process by acting as a mediator between You, the Publisher and your respective financial institutions.
- 20.12. “Personal Data”** has the meaning set forth in the Autodesk Privacy Statement.
- 20.13. “Publisher”** means the publisher of the App made available through the AppStore.
- 20.14. “Submission(s)”** means Your original content that You publish through the Marketplace’s interactive services, such as reviews, message boards and other forums, chatting, commenting and other messaging functionality.
- 20.15. “Third Party App(s)”** means an App made available by a Third Party Publisher through the Marketplace.
- 20.16. “Third Party Publisher”** means a third party Publisher of an App made available through the AppStore.