Terms of Use

Effective Date: April 26, 2024

Special Terms

Capitalized terms not otherwise defined below will have the meaning assigned to them in the attached General Terms (/company/terms-of-use/en/general-terms). The Special Terms may be non-materially updated from time to time. Notice of updates will be posted on the "Effective Date/Updated" link at the top of this page.

Offerings With Their Own Terms Of Service

The following Offerings have their own terms of service applicable to such Offerings which are attached hereto:

- Tinkercad (/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/terms-of-service-for-tinkercad)
- Instructables (/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/special-service-terms-for-instructables)
- Dynamo Package Manager (/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/dynamo-package-manager-terms-of-service-updated-7-2013)

Apple App Store Downloads

If You downloaded an Offering from the Apple App Store or access an Offering using an Apple branded product, Your Offering is subject to the Additional Apple App Store Terms (/company/legal- notices-trademarks/terms-of-service-autodesk360-web-services/additional-apple-app-store-terms). Nothing herein shall bind the You to any Third Party terms unless the terms are provided for review and

agreed to in writing by all parties.

Arnold Entitlement with Media & Entertainment Collection

If Your Offering is a Media and Entertainment Collection Single User subscription, You are entitled to a Single User subscription of Arnold or, by Your request and subject to availability, a five (5)-seat Multi User subscription of Arnold embedded within the license file. For any Single User subscription of this Arnold entitlement, You may install and use up to five (5) instances of Arnold software concurrently on separate machines.

If Your Offering is a Media and Entertainment Collection Multi User subscription, You are entitled to a five (5)-seat Multi User subscription of Arnold embedded within the license file.

When your underlying Media and Entertainment Collection subscription terminates, Your subscription to the Arnold entitlement also will terminate.

Autodesk BIM Collaborate Pro for Government
Autodesk Docs for Government

Autodesk for Government currently includes the following Offerings (collectively, the "**Autodesk for Government Offerings**"):

-Autodesk BIM Collaborate Pro for Government
-Autodesk Docs for Government.

Your use of the Autodesk for Government Offerings is subject to the **Autodesk for Government Terms**.

Autodesk BIM Collaborate Pro for Government
Autodesk Docs for Government

Effective Date: November 13, 2024

The Autodesk for Government Offerings are FedRAMP Moderate authorized Offerings, and their use is subject to the following requirements and restrictions (the "Autodesk for Government Terms"):

1. The following provisions of the General Terms are hereby modified as follows:
   a. Section 8 (Offerings): The Autodesk for Government Offerings are designed for use by United States Government, State Government, Local Government, Tribal Governments, U.S. Public Education, U.S. Government contractors, Federally Funded Research Development Centers (FFRDC) or Department of Homeland Security Critical Infrastructure entities as listed in National Security Memorandum (NSM) 22 dated April 30, 2024. Certain data from Autodesk for Government Offerings, such as project and identity data, will be segregated and stored separately from data from other Autodesk Offerings.
   b. Section 11 (Limitations on Use): The Autodesk for Government Offerings are designed to accommodate upload, submission and sharing of certain types of controlled unclassified information and other sensitive information consistent with a FedRAMP Moderate environment, subject to the additional restrictions in these Autodesk for Government Terms.

2. The Autodesk for Government Offerings are authorized at a FedRAMP Moderate level of security only. They have not been assessed or designed for compliance with other federal security standards, including Department of Defense Security Requirements Guide Impact Levels, Internal Revenue Service Publication 1075, the Department of Justice Criminal Justice Information Services Security Policy, or other requirements. If Your information and data require the protection of a FedRAMP High security environment or other supplemental security protections, they should not be uploaded to any of the Autodesk for Government Offerings. In addition, the Autodesk for Government Offerings are not suitable for storage of International Traffic and Arms Regulation (ITAR) export-controlled information or data, or

any other export-controlled information or data to which access is restricted to U.S. Persons as that term is defined in 22 C.F.R. § 120.62.

3. The data and information that You upload to the Autodesk for Government Offerings may not reside exclusively in the United States. If Your information or data must remain in the United States, You should not use any of the Autodesk for Government Offerings for storage of such information or data.

4. By using the Autodesk for Government Offerings, You agree to fully comply with the detailed customer responsibility matrix available in Autodesk's FedRAMP package or otherwise provided at time of service. You are required to ensure that these controls, configurations, and settings are appropriately implemented prior to Your use of the Autodesk for Government Offerings. We highlight just a few of these requirements below:

Shared Responsibilities
The following chart and more detailed explanations below outline some of the shared responsibilities of the parties:

Responsibility	Autodesk	You
Data Classification	N/A	Always Your responsibility
Client & End-Point Protection	N/A	Always Your responsibility
Identity & Access Management	Autodesk as cloud service provider ("**CSP**")	You as identity provider ("**IdP**")
Application Level Control	Autodesk provides application security	You as account administrator
Network Interconnection	Autodesk provides FIPS 140-2 compliant endpoints	You are responsible for using and connecting to only FIPS 140-2 compliant end-points.
Host Infrastructure	Always Autodesk's responsibility	N/A

Data Classification
You are solely responsible for data classification and Your appropriate usage of Autodesk for Government Offerings for data requiring protection at or below the FedRAMP Moderate level. You are solely responsible for determining what data to share with and store in the Autodesk for Government Offerings.

Autodesk personnel will have no access to customer data in the Autodesk for Government Offerings, except as specifically authorized by You in connection with customer technical support processes, subject to the requirements and restrictions regarding technical support in these Autodesk for Government Terms.

Client & End Point Protection
You are solely responsible for end-point controls such as time-out settings, anti-virus protection and any other end-point protection controls.

Identity and Access Management
You as identity provider (or through Your IdP of choice), are responsible for SSO with the Autodesk for Government Offerings, and Autodesk, the Cloud Service Provider is responsible for accepting the validated SSO exchange with the IdP and providing the services to the user as identified by the SSO SAML Assertion.

Granting and providing access to projects located in Your own environment in the Autodesk for Government Offerings is always Your responsibility. You will ensure the appropriate level of security controls for Your employees, vendors, contractors, and other parties when accessing the Autodesk for Government Offerings.

Application Level Control

You are the administrator of Your own environment within the Autodesk for Government Offerings. Project roles and responsibilities are defined by Your administrator, who is responsible for granting access to Your contractors, subcontractors, and partners.

Autodesk is responsible for securing the infrastructure and applications within the Autodesk for Government Offerings to support Your administrator.

Network Interconnection

Autodesk provides FIPS 140-2 compliant endpoints for connection to the Autodesk for Government Offerings. You are responsible for using and connecting to only FIPS 140-2 compliant end-points.

Host Infrastructure

Autodesk and its leveraged third-party service providers are responsible for the security of the host infrastructure components.

5. Notwithstanding anything contained in the General Terms, any Additional Agreement, or any description of subscription Benefits associated with Your Autodesk plan or otherwise, Autodesk will provide Standard Support for Your subscriptions to the Autodesk for Government Offerings, as modified by these Autodesk for Government Terms. You agree to follow all instructions and perform any preliminary troubleshooting or problem analysis procedures, and to comply with any operational and procedural limitations or requirements, related to the Autodesk for Government Offerings that are made available by Autodesk. Even if storage of the information is permitted within the Autodesk for Government Offerings by these Autodesk for Government Terms, You must not, and must ensure that your Authorized Users do not, include or disclose any classified information, controlled unclassified information, export-controlled information, or other sensitive information requiring special access or dissemination protections in, or in relation to, any support request relating to the Autodesk for Government Offerings.

Autodesk Construction Cloud, Autodesk Build, BuildingConnected, PlanGrid, ProEst, Pype, and TradeTapp

Renewal

If You wish to cancel an automatic renewal of your PlanGrid, BuildingConnected, TradeTapp, or Pype subscription, please contact Autodesk at ACSRenewals@autodesk.com (mailto:ACSRenewals@autodesk.com) no less than thirty (30) days prior to the expiration of the then-current Offering Term of Your subscription. An annual renewal shall not be effective unless you execute a written order for the subsequent annual renewal term.

Device Limits

For PlanGrid and Autodesk Build, You may install and use the mobile applications on up to three (3) mobile devices owned or controlled by You.

Third Party Service Authorization

For some Offerings such as PlanGrid and Autodesk Build, if Your subscription is purchased by a third party (for example Your employer or another third party who desires to make such Offering available to You via a service authorization), such third party is the owner and controller of the account. Such third party (i) may terminate the account or your access to the account at any time and for any or no reason, and (ii) will retain control of the customer content associated with such account.

Your Content

In connection with Your use of an Offering, You may submit materials and information, including contact information, closeout information, bid information, financial information, and project information about You and Your current or potential commercial partners. All information or materials that You create, submit or upload to the Offering will constitute Your Content under the General Terms. You are responsible for promptly correcting any errors or inaccuracies in Your Content that is shared with others via the Offering. You acknowledge that by transmitting to the Offerings personal data that may constitute Your Content, such as profiles that You create, for yourself, your business, or for a third party (e.g., a current or potential business partner), you intend that Autodesk processes that personal

data on Your behalf and for that personal data to be made available to other registered users of Offerings.

Analytics

In addition to any rights granted in the General Terms, Autodesk may also perform certain data analytics or other analysis on Your Content, use the resulting data and insights for our internal purposes, and disclose insights derived from Your Content on an aggregate and anonymous basis to third parties or publicly. Autodesk will not disclose specifics about Your Content except to You as part of the Offerings at Your direction or upon Your consent.

Third Party Materials/Services

Other users of these Offerings may submit similar materials and information, including information about You, and whenever these materials and information are shared with You via the Offerings, they will constitute Third-Party Materials/Services under the General Terms.

RSMeans' Construction Cost Database

If You subscribe to or otherwise access RSMeans' Construction Cost Database through an Offering, the RSMeans Terms (https://damassets.autodesk.net/content/dam/autodesk/www/company/terms-of-use/RSMeans-Terms.pdf) attached hereto apply.

Creative Finishing Tools

For some Offerings such as Flame Premium, Flame, Flame Assist, Flare, Lustre, and Backdraft Conform (collectively, "Creative Finishing Tools"), You may install and access the Wiretap API on a computer, even if a copy of the Creative Finishing Tool is not installed on such computer, and use of such Wiretap API does not need to be solely in connection with Your use of the Creative Finishing Tools.

Downloading Technology

Autodesk download technology may use the Akamai NetSession Interface, which may utilize a limited amount of Your upload bandwidth and computer resources to connect You to a peered network and improve speed and reliability of web content delivery. The Akamai NetSession Interface is secure client-side networking technology that harnesses the power of Your computer to deliver software and media available on the Akamai network. Your Akamai NetSession Interface works collectively with other Akamai NetSession Interfaces, along with thousands of Akamai edge servers, and runs as a networking service utilizing a limited amount of Your computer's available resources. For more information, see the Akamai NetSession Interface (http://www.akamai.com/client). The Akamai License Agreement (http://www.akamai.com/eula) attached hereto governs the Akamai NetSession Interface.

Flow Capture

Notwithstanding anything to the contrary in General Terms, Subscription Types or any other part of these Terms, the Flow Capture product offerings listed below are provided pursuant to the following offering framework and terms. Except as expressly modified by these Special Terms, the Autodesk Terms of Use remain in full force and effect with respect to Your Flow Capture subscriptions and other offerings.

Flow Capture per Production:

Flow Capture per Production is offered on a Production Budget Tier per Production, per month*, basis and include HDR/Dolby Vision, unlimited Authorized Users, 2TB of storage and one (1) Room. Dailies also include access to Immediates.

* Monthly fees are based on an annual SKU, prorated for the desired number of months.

"Production" means a single feature-length motion picture or television series.

Production Budget Tiers are shown in the table below:

Production Budget Tiers**
<$5 million
>$5 million but <$10 million
>$10 million but <$20 million
>$20 million but <$40 million
>$40 million but <$60 million
>$60 million but <$80 million
>$80 million

**It is Your obligation to notify Autodesk of any increases to a Production Budget that will put that Production into a higher Budget Tier. Autodesk will charge You the applicable additional amounts due for the new Budget Tier.

Immediates: Use of Immediates requires a license to Qtake which must be purchased by You directly from IN2CORE, a third party. Autodesk will have no obligation or other responsibilities of any kind with respect to Your Qtake license.

Rooms: Each Room has a 25 concurrent participant limit.

Flow Capture Add-Ons: The following offerings are available as add-ons for additional charge:

Add-On	Unit
Storage	2TB per month
Forensic Watermarking	10000 minutes per year
Mx Production Success***	per month
Additional Room	per month

If you exceed the amount of Storage or Forensic Watermarking you've purchased, You are obligated to pay for any additional Units of these Add-ons used.

*** Flow Capture Production Success includes the following:

(i) Dedicated Flow Capture Production Success Manager who will:

- Act as Your escalation point of contact into Autodesk for prioritized support;
- Assist You with adoption and use of Your Flow Capture Offerings;
- Monitor status of all Flow Capture support requests You submit;
- Conduct periodic reviews with You to assess business and support needs;
- Facilitate periodic communication between You and Autodesk product development teams with respect to Flow Capture Offerings;
- Be conversant with Your operating environment and Your primary use of the Flow Capture Offerings; and
- Provide recommendations on deployment best practices.

(ii) Hybrid AWS S3 Bucket setup and support:

- Flow Capture will provide You an AWS cloud formation template configured with the Flow Capture Access Role to deploy on Your AWS account which will allow You to (a) create Your S3 Bucket, and

(b) provide Flow Capture access to Your S3 Bucket;

- You will provide Flow Capture with the name of Your S3 Bucket;

- Flow Capture will provision the named S3 Bucket into Your Flow Capture account; and

- Flow Capture will provide you with ongoing support for the subscription term.

(iii) Customer branded sub-domain;

(iv) Customer domain, integration and maintenance;

(v) Your standardized security settings;

(vi) Admin-related capabilities such as company-wide reports, templates and folder permissions, and self-managed company-wide administration;

(vii) Ongoing training and support; and

(viii) Flow Capture support prioritization and escalation 24/7 for logged tickets in the Flow Capture system specified as "Urgent (I have a deadline, and this is blocking me)."

Fusion 360 Manage Enterprise

Access to Fusion 360 Manage Enterprise is available to an unlimited number* of third-party Authorized Users, subject to the following limitations:

- Fusion 360 Manage is not intended for white-label or non-Autodesk-branded applications in which Authorized Users are granted access to a Fusion 360 Manage instance on an automated basis. You may not automate access to a Fusion 360 Manage Enterprise instance via an API or other automated means.

- You must confer with your designated account executive (as indicated on Your order form) at the time additional Authorized Users access is granted.

- This benefit does not extend to Authorized Users who are Your employees, or who are consultants, contractors or other individuals accessing and using Fusion 360 Manage for Your benefit.

- Autodesk reserves the right to monitor and revoke third-party user access if it determines in its sole discretion that these Special Terms are being violated.

*Subject to reasonable technical limitations

Google Maps

Your use of Google Maps via an Offering is subject to the then-current Google Maps/Google Earth Additional Terms of Service (https://maps.google.com/help/terms_maps.html) and Google Privacy

<u>Policy (https://www.google.com/policies/privacy/)</u>. Nothing herein shall bind the Ordering Activity to any Third Party terms including the Google Maps/Google Earth Additional Terms of Service unless the terms are provided for review and agreed to in writing by all parties.

Maya Batch and 3ds Max Batch – Hosted License Rights

The following terms govern Your hosted license rights for Maya Batch subscribers and 3ds Max Batch subscribers during the Offering Term of Your subscription.

If You have a Hosted Multi User subscription, You may install the specific release of the Offering designated in the applicable Offering Identification on the permitted number of computers (up to the limits imposed by the Autodesk License Manager tool, if any) and use such computers to execute Batch functionality from multiple computers over the Internet or other non-local network, on a networked basis, solely by Your personnel, solely for Your internal business needs to perform remote batch processing.

If You have a Hosted Single User subscription, You may install a single copy of the specific release of the Offering designated in the applicable Offering Identification on one (1) computer, on a stand-alone basis, and execute Batch functionality installed on one (1) additional computer over the Internet or other non-local network, on a networked basis, solely by Your personnel, solely for Your internal business needs to perform remote batch processing, provided that (i) such additional copy of the Offering is accessed solely by the same person as the primary copy; (ii) such person is You (if You are an individual) or Your employee; (iii) such person accesses the additional copy solely to perform work while away from that person's usual work location and solely for Your internal business needs; and (iv) the primary and additional copies are not accessed at the same time.

For each Hosted Multi User license or Hosted Single User license you are entitled to install or access as part of Your Multi User subscription or Single User subscription, You and Your Authorized Users may execute Batch functionality on up to ten (10) concurrent computers. For purposes of illustration only:

- 10 Multi-User licenses of Maya or 3ds Max = 100 hosted license rights of Batch

- 10 Single-User licenses of Maya or 3ds Max = 100 hosted license rights of Batch

These additional execution rights are cumulative, meaning that, if you have 5 Multi User licenses or 5 Single User licenses under subscription, you may execute Batch functionality on up to 50 networked computers concurrently. If You purchased a Token Flex license, You may execute Batch on an unlimited number of computers.

You agree to activate any available remote tracking mechanism, not disable any such remote tracking mechanism, and retain all records generated by such remote tracking mechanism.

You must follow the processes and policies (if any) set out from time to time by Autodesk for installation and access of Batch on a hosted basis.

Autodesk has no obligation to provide support for Your installation or access of Batch on a hosted basis.

"Batch" means any command line or headless (non-UI) operations provided to you as a supplemental functionality installed with your Maya or 3ds Max license, as applicable, which is intended to enable You to perform remote batch processing.

Maya Batch - Remote Usage Rights

The following terms govern Your remote usage rights for Maya Batch for Multi User subscribers and Single User subscribers during the Offering Term of Your subscription.

You and Your Authorized Users may Install Maya on a server computer and access Maya Batch functionality on additional computers on a Remote Internal Basis, provided that the following conditions are met:

1.   You may install Maya on a computer that is either owned or leased by You, and which is controlled by You either directly or through a direct network connection, and permit access to Maya Batch functionality from multiple computers, on a Remote Internal Basis, solely by Your personnel, solely for Your internal business needs to perform remote batch processing, only so long as the maximum number of concurrent Authorized Users does not exceed the permitted number or other limits imposed by the Autodesk License Manager tool (if any);

2.   For each license of Maya You are entitled to install or access as part of Your Network License under Multi User subscription or Single User subscription, You and Your Authorized Users may Access the functionality of Maya Batch on up to ten (10) computers on a Remote Internal Basis. For purposes of illustration only:

- 1 Maya license = 10x remote usage rights of Maya Batch

- 10 Maya licenses = 100x remote usage rights of Maya Batch

3.   You agree to activate any available remote tracking mechanism, not disable any such remote tracking mechanism and to retain all records generated by such remote tracking mechanism; and

4.   You must follow the processes and policies (if any) set out from time to time by Autodesk for installation and access of Maya Batch on a Remote Internal Basis.

Autodesk has no obligation to provide Support for Your installation or access of Maya Batch on a Remote Internal Basis.

"Maya Batch" means any command line or headless (non-UI) operations provided to you as a supplemental functionality installed with your Maya license, which is intended to enable You to perform remote batch processing.

"Remote Internal Basis" means to install or access or allow the installation of, or access to, the applicable materials through a computing environment that includes a computer acting as a file server which allows the Software installed on such computer to be uploaded and Installed to, and operated, viewed or otherwise accessed from, other computers, through any type of connection (including over the Internet or other non-local network), provided that all computers are located on Your business premises. For the avoidance of doubt, this definition does not include any public cloud computing environments, or private/hybrid cloud computing environments where the computers used in such environments are not located on Your business premises.

Maya - Bifrost Extension and Bifrost Engine

If you have a subscription to Maya (either standalone or as part of the Media & Entertainment Collection), You may install and access Bifrost Extension for Maya in connection with Your use of Maya, in accordance with Section 8.3 (Autodesk APIs) of the General Terms (https://www.autodesk.com/company/terms-of-use/en/general-terms).

If Your Offering is standalone Maya (whether Single User subscription or Multi User subscription), You will be entitled to use the Bifrost Engine for background processing on up to three (3) machines per Authorized User.

If Your Offering is Media and Entertainment Collection (whether Single User subscription or Multi User subscription), You will be entitled to use the Bifrost Engine for background processing on up to fifteen (15) machines per Authorized User.

Microsoft Bing Maps

Your access and use of services and content provided by Microsoft Bing Maps, a Third-Party Materials/Services, in connection with any Autodesk Offering is governed by the then-current Microsoft Bing Maps End User Terms of Use at https://www.microsoft.com/en-us/maps/product/enduserterms (https://www.microsoft.com/en-us/maps/product/enduserterms)

Print (javascript:window.print())

English
(/company/terms-of-
use/en/special-terms)

Deutsch
(/company/terms-of-

use/de/special-terms)

Español
(/company/terms-of-use/es/special-terms)

Français
(/company/terms-of-use/fr/special-terms)

Italiano
(/company/terms-of-use/it/special-terms)

Portugues
(/company/terms-of-use/br/special-terms)

Čeština
(/company/terms-of-use/cs/special-terms)

Polski
(/company/terms-of-use/pl/special-terms)

日本語
(/company/terms-of-use/jp/special-terms)

한국어
(/company/terms-of-use/kr/special-terms)

简体中文
(/company/terms-of-use/cn/special-terms)

繁體中文
(/company/terms-of-use/cn2/special-terms)

Autodesk Foundation ↗
(https://www.autodesk.org/)

Sustainability
(https://www.autodesk.com/sustainability/overview)

Contact us
(https://www.autodesk.com/company/contact-us)

Students and educators
(https://www.autodesk.com/education/home)

Affiliate program
(https://www.autodesk.com/affiliate-program/overview)

Autodesk Research ↗
(https://www.research.autodesk.com/)

Design & Make with Autodesk
(https://www.autodesk.com/design-make)

How to buy

View all products
(https://www.autodesk.com/products)

Buying with Autodesk
(https://www.autodesk.com/buying/overview)

Renewal options
(https://www.autodesk.com/buying/renewal)

Find a reseller
(https://www.autodesk.com/partners/locate-a-reseller)

Sales and refunds
(https://www.autodesk.com/customer/help)

Choose your subscription plan
(https://www.autodesk.com/buying/plans)

Pay as you go with Flex
(https://www.autodesk.com/buying/flex)

Support

Product support
(https://www.autodesk.com/support)

Manage your account
(https://manage.autodesk.com)

Download and install software
(https://manage.autodesk.com/products)

Autodesk Product Status
(https://health.autodesk.com/)

Education support
(https://www.autodesk.com/education/support)

Contact support
(https://www.autodesk.com/support/contact-support)