



Effective February 1, 2020

Partner Evaluation & Demonstration (PED) Subscription Policy

Global

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General Policy Statement

Autodesk recognizes that the ability for Partners to evaluate and demonstrate our software, web services and subscription offerings is a critical component to providing value added services, ensuring successful implementations and improving productivity for our customers. As such, Autodesk's policy is to provide eligible Autodesk Partners, in good standing, with access to full function, evaluation and demonstration access to Autodesk subscriptions to support their business of selling Autodesk services and subscriptions to customers and users in accordance with the guidelines and limitations called out in this PED subscription Policy. Subscriptions provided by Autodesk to Partners through the PED Program ("PED subscriptions") feature Not for Resale (NFR) term-licenses pursuant to the Autodesk Terms of Use ("ToU") or NFR web services entitlements pursuant to the Autodesk Terms of Service ("TOS"), as applicable, and may be used only in accordance with the applicable ToU, TOS, Autodesk subscription Terms of Use and related subscription Benefits Terms, and the terms of this PED subscription Policy. To the extent the terms contained in this PED subscription Policy conflict with the terms of the applicable ToU, TOS or subscription Terms and Conditions, the terms of this PED subscription Policy shall control.

This PED subscription Policy is supplemental to and forms part of the applicable Autodesk Partner Advantage Program Guide or the Service Provider Program Guide (both "Program Guide"). Defined terms in this PED subscription Policy have the same meanings assigned to them in the applicable Autodesk Value Added Reseller Agreement, Autodesk Volume Channel Partner Agreement ("Partner Agreement"), Independent Software Vendor Bundle Agreement, Machine Maker Agreements, Service Provider Agreement and Autodesk Distributor Agreement, and such other channel sales agreements as Autodesk may specify from time to time.

¹For Plangrid, BuildingConnected and Assemble NFR licenses, there is a separate fulfillment process. Details on this process will be communicated in Q1FY21.

Policy Rules

Eligibility Rules

Only eligible partner types shown below with a valid Partner Agreement with Autodesk are entitled to PED subscriptions:

Autodesk Value Added Resellers
Autodesk Service Provider
Autodesk Direct Market Resellers
Autodesk Independent Software Vendor (Bundle)
Machine Maker
Autodesk Distributors

USAGE RULES & RESTRICTIONS

PED Subscriptions offered through the PED Program and governed by this PED subscription Policy, are subject to NFR license and/or web services entitlement terms and are for evaluation and demonstration versions of Autodesk subscriptions provided to eligible Partners. PED subscriptions may be used for the following specific non-revenue- generating activities only:

- Partner evaluation of Autodesk subscriptions.

- Pre-and post-sale demonstrations of Autodesk subscriptions to support customer onboarding as part of their customer success commitment.
- Internal Partner employee training with respect to Autodesk subscriptions.
- Evaluating end-user support requests (1) in the case of Partners who are Support Specialized Partners, or (2) in the case of support requests raised to Partners by end-user customers who are entitled to raise support requests directly with Autodesk.

Partners may NOT use PED Subscriptions for any other purpose, revenue-generating or otherwise not called out above and specifically not for end-user training purposes, for competitive analysis, commercial, production or any other professional or revenue- generating purposes.

For additional information, see also applicable Autodesk Terms of Use, Autodesk subscription Terms & Conditions, Terms of Service and available within the applicable subscription. Also available on <http://usa.autodesk.com/legal- notices-trademarks/>

Entitlement Guidelines

General Entitlement Grant Guidelines

- PED subscriptions are provided subject to the applicable ToU, TOS, Subscription Terms and Conditions and this PED subscription Policy.
- Subscriptions for desktop software and associated subscription benefits are granted as term-based NFR licenses and Subscriptions for web services are provided subject to the applicable NFR TOS under a Subscription contract. The Subscription Term ends on the same date the Partner Agreement ends, unless terminated earlier in accordance with its terms. For example, provided there is a valid Partner Agreement in place on February 1, 2020 the PED Subscription Term will remain in effect unless and until the Partner Agreement expires or is otherwise terminated, or unless the Subscription contract is otherwise terminated according to its terms.
- PED subscriptions are provided to the Partner entity which holds the Partner Agreement with Autodesk. Separate contracts for additional Locations will not be granted, but Partners can request a split/addition of separate multi-user subscription (network licenses for desktop software products) to support a multi- site organization not connected to the same network.
- Software downloads are fulfilled via electronic software download only. Physical media may be purchased separately. For Partners purchasing directly from Autodesk, please refer to the Autodesk Suggested Retail Pricelist. For Partners purchasing from Authorized Distributors or other Autodesk Partner, please contact your Authorized Distributor or other Autodesk Partner.
- The English language versions of the applicable ToU, TOS, Subscription Terms of Service and this PED Policy shall govern. Partners can obtain any other available language versions products and services through Autodesk Account.
- PED subscription language availability dates follow the schedule for commercial subscriptions for the same products or services.
- PED subscriptions will be made available to all eligible Partners for all products and services set out in the Product Groupings List in the applicable Program Guide. In the case of bundles or collections, Autodesk may only make individual products available under the PED subscription policy.

- For any new products and/or services that may launch during the term of the Partner Agreement and which are added by Autodesk to the Product Groupings in the applicable Program Guide, PED subscriptions of those products and/or services will be made available pursuant to the applicable ToU, TOS, Subscription Terms and Conditions and this PED subscription Policy.
- Support and Home Use benefits are not provided in connection with PED subscriptions.

Desktop Software License Entitlement Grants

- PED subscriptions for desktop software are available as stand-alone (SLM/single-user) or network licenses (NLM/multi-user) and allow concurrent users up to but not exceeding the maximum number of reported Partner personnel who, according to Autodesk records, have met the applicable Autodesk Personnel Requirements.

EXISTING NFR (NOT FOR RESALE) SOFTWARE LICENSES AND SUBSCRIPTIONS

At the date of this Policy, Partners may have NFR licenses in the form of perpetual licenses with maintenance contracts for evaluation and demonstration purposes that are still current. These NFR perpetual licenses can continue to be used and the associated maintenance contract will continue until expiration, but cannot be renewed anymore, and no new version releases will be made available as perpetual license Upgrades. Partners will need to order the updated PED subscriptions in order to have access to the latest product and/or services versions.

REPORTING AND AUDITING

Regular auditing of the program covered by this PED subscription Policy may be conducted by Autodesk to, among other things, look for trends or other indicators of compliance or non-compliance with the terms of the policy. Any breach of this policy or the terms of any applicable ToU, TOS, or Subscription Terms and Conditions, shall also constitute a material breach of the Partner's applicable Partner Agreement. If the Partner Agreement terminates for any reason all PED subscriptions covered by this policy will automatically terminate.

QUESTIONS CONCERNING PED ENTITLEMENTS

Any questions with respect to the PED Policy or program should first be addressed by submitting a case.

NO OTHER PARTNER EVALUATION AND DEMONSTRATION

This policy applies across all Autodesk Entities and is the sole and exclusive Partner Evaluation and Demonstration Subscription Policy at Autodesk.

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