

Website Terms of Use and Education

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Education Users – Additional Terms

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These additional terms supplement and are part of the (a) License and Services Agreements ("LSA") for 2015 versions of products or later and (b) the Terms of Use (<https://www.autodesk.com/company/terms-of-use/en/general-terms>), and such License and Services Agreements and Terms of Use each hereby incorporate these additional terms by reference.

1. Qualified Educational Institutions

"Qualified Educational Institution" means an educational institution which has been accredited by an authorized governmental agency within its applicable local, state, provincial, federal, or national government and has the primary purpose of teaching its enrolled students. Examples of Qualified Educational Institutions include, without limitation, public or private:

- Middle schools and high schools
- Junior colleges
- Colleges, universities and technical schools
- Home school programs which belong to a nationally recognized home schooling body or are expressly recognized by a local school governing body as an acceptable alternative to an accredited educational institution

Specifically excluded, without limitation, from the definition of Qualified Educational Institution are:

- Non-accredited educational institutions
- Training centers
- Churches
- Hospitals, healthcare systems & research laboratories
- Libraries
- Museums

2. Other Authorized Education User or Other Authorized Educational Licensee

Autodesk-sponsored design competition competitors or mentors.

An Autodesk-sponsored design competition mentor is an individual who provides guidance, advice, coaching, or instruction to competitors engaged in competing in an Autodesk-sponsored design competition, and upon request by Autodesk is able to provide proof of such status. A competitor is a student or other individual who is registered and accepted or otherwise approved by a design competition organizer as a competition participant and who, upon request by Autodesk, is able to provide proof of such status. A list of Autodesk-sponsored competitions can

be found on the Education Community (or successor site thereto):

<https://www.autodesk.com/education/competitions-and-events/all-competitions>
<https://www.autodesk.com/education/competitions-and-events/all-competitions>.

3. Education License Types under the Terms of Use

Below are the Educational License Types referred to in the Terms of Use

(<https://www.autodesk.com/company/terms-of-use/en/subscription-types#education>). If your Software was licensed prior to May 18, 2018, it is subject to the terms of the applicable LSA, and your Educational license terms can be found in the LSA.

Educational Stand-alone (Individual) License. If the Offering Identification identifies the License Type as "Educational Stand-alone (Individual)," then You may install a copy of the specific release of the Offering designated in the applicable Offering Identification on two (2) computers (or as otherwise authorized in writing by Autodesk), and permit access to such copy of the Offering solely by Education Users solely for Educational Purposes. The Offering may only be installed on a single computer and may not be installed on, or operated, viewed or otherwise accessed from or through any other device (e.g., through a network connection of any kind).

Educational Multi-seat Stand-alone License. If the Offering Identification identifies the License Type as "Educational Multi-seat Stand-alone," then an Education User may install copies of the specific release of the Offering designated in the applicable Offering Identification on up to the permitted number of computers specified in the Offering Identification, and permit access to such copies of the Offering solely by Education Users solely for Educational Purposes. The Offering may only be installed on a single computer and may not be installed on, or operated, viewed or otherwise accessed from or through any other device (e.g., through a network connection of any kind).

Educational Network License. If the Offering Identification identifies the License Type as "Educational Network," then an Education User may install copies of the specific release of the Offering designated in the applicable Offering Identification on a single file server computer and access such Offering on multiple computers on a Networked Basis, and permit access to such copies of the Offering solely by Education Users solely for Educational Purposes, only so long as the maximum number of concurrent authorized users does not exceed the permitted number of authorized users specified in the Offering Identification. "Networked Basis" means a computing environment that includes a computer acting as a file server which allows the Offering installed on such computer to be uploaded and installed to, and operated, viewed or otherwise accessed from, other computers through a local area network connection or through a secure virtual private network (VPN) connection employing current industry standard encryption and protection mechanisms.

Any capitalized term used in this Section that is not defined herein shall have the meaning assigned to such term in the Terms of Use (<https://www.autodesk.com/company/terms-of-use/en/general-terms>).

4. Cloud Credits

Any stated cloud credit allocations for customers using cloud services under a free Education entitlement or Education Offering does not imply continued rights to such levels. Autodesk may, from time to time and without notice, impose caps or limits on the use of cloud credits by customers using services under a free Education entitlement or Education Offering, and, may modify terms related to the provision of cloud credits, including without limitation usage rates, for any customer.

5. Governing Law for Public Educational Institutions

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If you are a Qualified Educational Institution and the Qualified Educational Institution is located in the United States of America or Canada, then the following additional terms and conditions set forth in this Section 5 shall apply:

If you are a Public Educational Institution, this Agreement (including those terms related to indemnification) will be governed by and construed in accordance with the laws of the State or Province of the main campus for such Public Educational Institution. Such laws shall govern without reference to the conflicts-of-laws rules thereof. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) this Agreement. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the local courts of the county in which the main campus of Public Educational Institution is located, or the administrative tribunal having exclusive jurisdiction over disputes involving Public Educational Institution, as applicable.

"Public Educational Institution" means a Qualified Educational Institution that is majority-owned by or is a legal branch or agency of a state or local government.

6. Family Educational Rights and Privacy Act (FERPA)

For information on the Family Educational Rights and Privacy Act (FERPA), click here (<https://www.autodesk.com/company/legal-notices-trademarks/website-terms-of-use/ferpa-terms>).

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