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18. Termination. You agree that Autodesk may, in its sole discretion, at any time for any reason or no reason, terminate your access to this Site and any account(s) you may have in connection with this Site, including if Autodesk believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that Autodesk may immediately deactivate or delete your password and user name, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that Autodesk, its affiliates and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination. Sections 2, 3, 8-13, 16 and 19-24 shall survive any expiration or termination of these Terms.

19. Governing Law; Forum. If you have an existing contractual relationship with Autodesk, the governing law and forum with respect to any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Site will be the law and forum set forth in your existing contract with Autodesk. If you have more than one existing contract with Autodesk, the governing law and forum with respect to any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Site will be the law and forum with these Terms (including any of our policies referred to herein) and/or the Site will be the law and forum set forth in your most recent contract with Autodesk.

If you do not have an existing contractual relationship with Autodesk, then (a) you agree to the nonexclusive jurisdiction of an appropriate state court in Marin Country, California, or an appropriate federal court located in San Francisco, California for any action or proceeding arising out of or related to these Terms; and (b) except to the extent expressly provided in the following paragraph, any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Site shall be governed by and construed in accordance with the laws of the State of California in the United States without regard to applicable conflict of law provisions. Specifically excluded from application to these Terms is that law known as the United Nations Convention on the International Sale of Goods.

If (i) you do not have an existing contractual relationship with Autodesk; (ii) you are not a U.S. citizen; (iii) you do not reside in the United States; (iv) you are not accessing this Site from the United States; (v) the dispute between you and us is unrelated to your access to or use of the U.S. version of the Site and (vi) you are the citizen of a European Union country who is using the Site for purposes other than for your trade, business or profession, you hereby agree that any disputes arising under or in connection with these Terms (including any of our policies referred to herein) and/or the Site shall be governed by and construed in accordance with the laws of England and Wales, without regarding to applicable conflict of law provisions. Nothing herein shall be deemed to constitute consent by Autodesk to the jurisdiction of any court or other forum of any country for the purpose of resolving any dispute hereunder (other than an appropriate state court in Marin County, California, or an appropriate federal court located in San Francisco, California).

20. Indemnification. You shall defend or settle at your sole expense any claim or suit, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal

securities agency or commission, (collectively, an "Action") against Autodesk and/or each of its affiliates, and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees (each, an "Indemnitee") to the fullest extent permitted by law arising out of or in connection with: (1) an assertion that the information, content, or other materials or services provided or made available by you, or the use thereof, may infringe any copyright, trademark, or other intellectual property rights of any individual or entity, or are a misappropriation of any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials; (2) any breach by you of your obligations under these Terms; (3) your unlawful and/or unauthorized use of, or activities in connection with this Site, including the information, content, services, and/or products provided on the Site; and (4) any Submission provided by you in a Forum. You shall indemnify and hold harmless the Indemnitee from and against any and all damages, costs, liabilities, and attorneys' fees incurred in defending and/or resolving such Action. The foregoing indemnities shall survive expiration or termination of these Terms.

21. Notices. Notices to Autodesk under these Terms shall be sufficient only if in writing and transmitted via personal delivery or delivered by a major commercial rapid delivery courier service or by certified or registered mail, return receipt requested, to: Autodesk, Inc., Attention: Legal Department, 111 McInnis Parkway, San Rafael, California 94903. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in Autodesk's discretion. The Site may also provide notices of changes to these Terms or other matters by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

22. Forward-Looking Statements. Some of the information on this Web Site may contain projections or other forward-looking statements regarding future events or the future financial performance of Autodesk. We wish to caution you that these statements are only predictions and actual events or results may differ materially. Such statements include those that (a) use the words "believes," "expects," "anticipates," "estimates" or words of similar importance or meaning; (b) are specifically identified as forward-looking; (c) describe any of Autodesk's plans, objectives or goals for future operations and products; or (d) concern the characteristics and growth of Autodesk's markets or customers or Autodesk's expected liquidity and capital resources. Factors that could cause actual results to differ materially include economic, competitive, governmental and technological influences affecting Autodesk's operations, markets, products, services and prices. Further information on potential factors that could affect the actual financial results of Autodesk are included in Autodesk's filings with the Securities and Exchange Commission; specifically, Autodesk's most recent reports on Form 10-K and Form 10-Q. Autodesk does not assume any obligation to update any forward-looking statement to reflect events that occur or circumstances that exist after the date on which they were made.

23. Miscellaneous. These Terms contain the entire agreement between you and Autodesk with respect to this Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Autodesk with respect to this Site. You hereby acknowledge that you shall have no power or authority to assume or create any obligation or responsibility on behalf of Autodesk. A party may only waive its rights under these Terms, by a written document executed by both parties. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision hereof. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without Autodesk's express prior written consent. No provision of these Terms is intended for the benefit of any third party, and the parties do not intend that any provision should be enforceable by a third party either under the Contracts (Rights or Third Parties) Act 1999 or otherwise. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. Autodesk will not be responsible for failures to fulfill any obligations due to causes beyond its control.

24. Contact Autodesk. If you have any questions regarding the meaning or application of these Terms, please direct such questions to copyright.agent@autodesk.com. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with Autodesk.

25. Filtering. Autodesk hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the websites GetNetWise (http://kids.getnetwise.org/) and OnGuard Online (http://onguardonline.gov/). Please note that Autodesk does not endorse any of the products or services listed at such sites.

26. Communications. When you visit the Site or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications electronically from us and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

27. Information or Complaints. This notice is for our California users: If you have a question or complaint regarding the Site, please send an e-mail to copyright.agent@autodesk.com. You may also contact Autodesk by writing to Copyright Agent, Autodesk, 111 McInnis Parkway, San Rafael, CA 94903, or by calling Autodesk at 415.507.5000. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916.445.1254 or 800.952.5210.