

## Overview

The Autodesk Construction Cloud Integration Partner Program (the “Program”) recognizes developers and other firms who have proven success in developing an application for Autodesk Construction Cloud products or creating an integration between Autodesk Construction Cloud products and their software.

The goal of the Program is to showcase, catalogue and generate awareness of all applications and integrations for Autodesk Construction Cloud.

If you are granted membership status in the Program, this Autodesk Construction Cloud Integration Partner Program Agreement (this “Agreement”) constitutes a legal agreement between Autodesk, Inc. and its affiliates (“Autodesk”, “we”, “us”, or “our”), and the Program partner (“you” or “your”). If you enter into this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind such legal entity to this Agreement, and in such event, “you” and “your” as used in this Agreement will refer to such entity.

## Membership

Upon your acceptance of the terms and conditions of this Agreement, including the Program Guide, we will review your submission and will have the right to approve or not approve at our sole discretion. To be eligible for and to maintain membership status in the Program, you will comply with the terms and conditions of the Program Guide and this Agreement for the duration of the term set forth below.

Autodesk reserves the right to make Program member selection (including eligibility for certain benefits) decisions and to revoke Program membership status or eligibility for certain benefits at any time and at its sole discretion. Autodesk reserves the right to modify and make changes to the Program upon notice.

## Program Requirements

You must meet each Program requirement set forth in the Autodesk Construction Cloud Integration Partner Program Guide (“Program Guide”) found at <https://autode.sk/2EQibGC>.

Subject to the terms of this Agreement, we may provide you with licenses to certain Autodesk APIs and/or products or services. For more information, please see the Program Guide.

Your use of Autodesk products and services under this Agreement is restricted solely for purposes of developing, testing and demonstrating integrations with Autodesk products and services, and is subject to the Autodesk General Terms of Use (“TOU”) located at [www.autodesk.com/terms-of-service](http://www.autodesk.com/terms-of-service).

Your use of Autodesk APIs is subject to the Autodesk Platform Services Terms of Service located at <https://www.autodesk.com/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/forge-platform-web-services-api-terms-of-service>.

Your use of the Autodesk website is subject to the Autodesk Website Terms of Use located at <https://www.autodesk.com/company/legal-notices-trademarks/access-use/website-terms-of-use>.

## Program Benefits

We seek to boost the influence of our Program members, both within the community and with their peers. As a recognized Program member, you will receive a number of benefits during the Program term, as defined below. For more information on current Program benefits, please refer to the Program Guide found at <https://autode.sk/2EQibGC>.

## Trademark License

Each party grants to the other party a worldwide, revocable, non-assignable, non-sublicensable, non-exclusive, non-transferable, royalty-free, limited license to use, reproduce, and display the other party’s relevant trademarks in connection with the Program and consistent with any trademark guidelines provided hereunder. Autodesk’s trademark guidelines (“Trademark Guidelines”) can be found here: <https://www.autodesk.com/company/legal-notices-trademarks/trademarks/guidelines-for-use>.

All goodwill arising from either party's use of the other party's trademarks will inure solely to the benefit of such other party.

## **Publicity**

You agree to submit to Autodesk all advertising, sales promotions, press releases and other publicity matters relating to the Program and further agree not to publish or use such advertising, sales promotions, press releases or publicity matters without obtaining Autodesk's prior written consent.

## **Confidential Information**

Autodesk Confidential Information may be disclosed or made available to you in connection with this Agreement or the Program. You will use the same degree of care as to Autodesk Confidential Information, as defined below, that it uses to protect the confidentiality of your own confidential information of like kind (but in no event less than reasonable care) and will (i) use Autodesk Confidential Information only in connection with the Program, and (ii) except as otherwise authorized by Autodesk in writing, limit access to Autodesk Confidential Information to those of its employees, consultants, contractors, service providers, professional advisors and other individuals who need such access for purposes related to the Program and who are subject to confidentiality obligations with you that are no less stringent than those in this Agreement. You may disclose Autodesk Confidential Information if it is compelled by law to do so. You will give Autodesk prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure.

"Autodesk Confidential Information" means information not generally known to the public that is (i) made available or disclosed by Autodesk in writing and (ii) designated by Autodesk in the writing as confidential. Autodesk Confidential Information also includes the non-public aspects of (i) any offering and any related product plans, technology and other technical information and (ii) business negotiations. Nonetheless, confidential information does not include any information that (1) becomes generally known to the public without breach of any obligation owed to Autodesk; (2) was known to you before receipt from Autodesk without breach of any obligation (and without a duty of confidentiality) owed to Autodesk; (3) is received from a third party without breach of any obligation (and without a duty of confidentiality) owed to Autodesk; or (4) was independently developed by you.

You agree to return or destroy all or part of Autodesk Confidential Information, including any copies, at Autodesk's request and confirm your compliance with such request. The terms of this provision shall survive termination or expiration of this Agreement and your membership.

## **Term and Termination**

Unless terminated as set forth herein, your Program membership status takes effect upon our approval of your application submission and shall remain in effect for a period of three (3) years and automatically renew for additional three-year terms.

Autodesk may, at its sole discretion, terminate your membership status in the Program at any time upon notice to you. Conduct that may constitute cause for termination includes, but is not limited to:

- i. Failing to meet any of the Program requirements;
- ii. Failing to comply with the terms of this Agreement;
- iii. Failing to comply with the terms of the Trademark Guidelines; or
- iv. Your breach of any other agreements you may have with Autodesk.

You may terminate this Agreement with sixty (60) days written notice. You agree to promptly inform customers impacted by the termination. Following your termination of this Agreement, you will continue to provide your integration free of performance degradation to current customers for a duration of time at Autodesk's sole discretion, but not to exceed ninety (90) days, past the effective termination date.

## **The Fine Print**

Your acceptance into the Program constitutes permission for Autodesk and its partners and agents to use your names and/or likenesses for advertising and promotional purposes without additional compensation, unless prohibited by law. You may be required to execute additional agreements pertaining to use of your names and/or likenesses, as a condition of maintaining Program membership.

By participating in the Program, you agree: (i) to accept and comply with the Autodesk Website Terms of Use, Autodesk General Terms of Use, and all Autodesk terms and conditions applicable to participation in any community, and (ii) to release, indemnify, defend and hold Autodesk and its parents, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotional agencies and any other organizations related to the Program, harmless from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from your participation in the Program. Autodesk reserves the right to modify and make changes to the Program upon notice.

Nothing in this Agreement will be deemed to have created a joint venture, agency, or partnership between the parties, and the parties explicitly agree that the use of the term “Partner” in this Agreement does not refer to “Partner” in the legally binding sense. Terms of this Agreement do not amend, alter, or replace the terms of any Autodesk channel program (e.g. reseller, VAR, or distribution) in which you may participate.

In the event of any conflict between the terms of this Agreement, the TOU, and the Autodesk Platform Services TOS, such conflict will be resolved in the following priority: first by the terms of the Agreement, next by the terms of the Autodesk Platform Services TOS, and last by the terms of the TOU.

If any portion of this Agreement is held to be invalid, that invalidity will not affect the remaining provisions. This Agreement will be governed exclusively by, and construed in accordance with, the laws of the State of California, without regard to its conflicts of laws rules. Any action, suit or case arising out of or in connection with the Program must be brought in the federal courts located in the Northern District of California or the state courts located in Marin County, California.