**Call-Off Schedule 1 (Transparency Reports) – N/A**

**Call-Off Schedule 2 (Staff Transfer) – N/A**

**Call-Off Schedule 3 (Continuous Improvement) – N/A**

**Call-Off Schedule 4 (Call Off Tender)**

**Statement Relating to Good Standing (PCR 2015)**

**The Statement Relating To Good Standing**

**Contract Title:**The Provision of 170 EG Autodesk Licences

**Contract Number:**701575671

1. We confirm, to the best of our knowledge and belief, that Insight Direct (UK) Ltd including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of Insight Direct (UK) ltd has not been convicted of any of the following offences within the past 5 years:

a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

c. common law offence of bribery;

d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;

e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

1. the common law offence of cheating the Revenue;
2. the common law offence of conspiracy to defraud;
3. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
4. fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
5. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
6. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
7. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
8. fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
9. the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

f. any offence listed:

1. in section 41 of the Counter Terrorism Act 2008; or
2. in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;

h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;

i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;

k. an offence under section 59A of the Sexual Offences Act 2003;

l. an offence under section 71 of the Coroners and Justice Act 2009;

m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

n. an offence under section 2 or 4 of the Modern Slavery Act 2015;

o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –

1. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
2. created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;

p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom.

2. **Insight Direct (UK) Ltd**further confirms to the best of our knowledge and belief that within the last 3 years it:

a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;

b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

c. has not committed an act of grave professional misconduct, which renders its integrity questionable;

d. has not entered into agreements with other suppliers aimed at distorting competition;

e. Is not subject to a conflict of interest within the meaning of regulation 24;

f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;

g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;

h. is not guilty of serious misrepresentation in providing any information required by this statement.

i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;

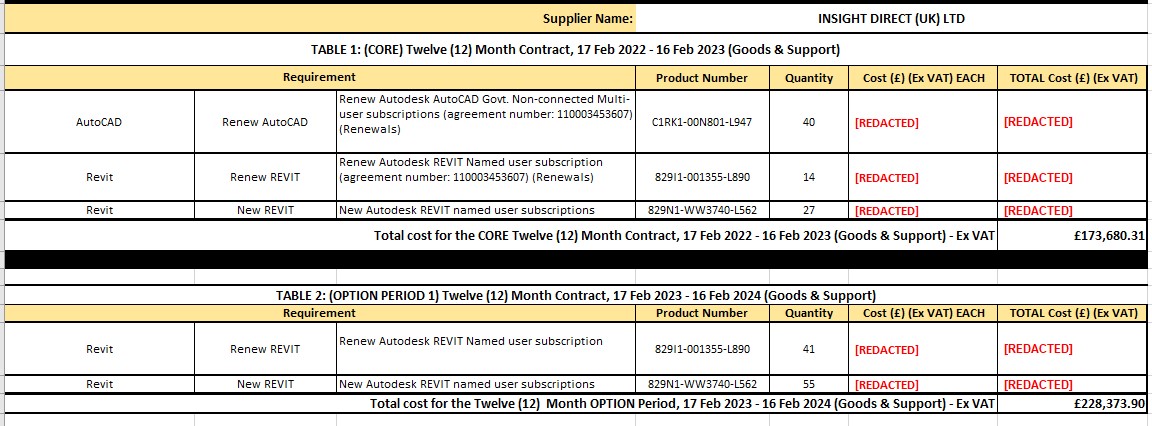
j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;

k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

I confirm that to the best of my knowledge my declaration is correct.  I understand that the contracting authority will use the information in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation.  I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

|  |
| --- |
|  |
| **Organisation’s name Insight Direct (UK) Ltd** |
| **Signed** [REDACTED]  **(By Director of the Organisation or equivalent)** |
| **Name** [REDACTED] |
| **Position Contracts Manager** |
| **Date  18/11/2021** |

**Call-Off Schedule 5 (Pricing Details)**



**Call-Off Schedule 6 (ICT Services)**

1. **Definitions**
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Buyer Property"** | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract; |
| **"Buyer Software"** | any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables; |
| **"Buyer System"** | the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables; |
| **"Defect"** | any of the following:   1. any error, damage or defect in the manufacturing of a Deliverable; or 2. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or |
|  | 1. any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or 2. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; |
| **"Emergency Maintenance"** | ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault; |
| **"ICT Environment"** | the Buyer System and the Supplier System; |
| **"Licensed Software"** | all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software; |
| **"Maintenance Schedule"** | has the meaning given to it in paragraph 8 of this Schedule; |
| **"Malicious Software"** | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| **"New Release"** | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item; |
| **"Open Source Software"** | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge; |
| **"Operating Environment"** | means the Buyer System and any premises (including the Buyer Premises, the Supplier’s premises or third-party premises) from, to or at which:   * 1. the Deliverables are (or are to be) provided; or   2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or   3. where any part of the Supplier System is situated; |
| **"Permitted Maintenance"** | has the meaning given to it in paragraph 8.2 of this Schedule; |
| **"Quality Plans"** | has the meaning given to it in paragraph 6.1 of this Schedule; |
| **"Sites"** | has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place; |
| **"Software"** | Specially Written Software, COTS Software and non-COTS Supplier and third party Software; |
| **"Software Supporting Materials"** | has the meaning given to it in paragraph 9.1 of this Schedule; |
| **"Source Code"** | computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software; |
| **"Specially Written Software"** | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; |
| **"Supplier System"** | the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System); |

1. When this Schedule should be used
   1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT services which are part of the Deliverables.
2. **Buyer due diligence requirements** 
   1. This paragraph 3 applies where the Buyer has conducted a Further Competition. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
      1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
      2. operating processes and procedures and the working methods of the Buyer;
      3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
      4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
   2. The Supplier confirms that it has advised the Buyer in writing of:
      1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Deliverables;
      2. the actions needed to remedy each such unsuitable aspect; and
      3. a timetable for and the costs of those actions.
3. **Software warranty**
   1. The Supplier represents and warrants that:
      1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier’s obligations under this Contract including the receipt of the Deliverables by the Buyer;
      2. all components of the Specially Written Software shall:
         1. be free from material design and programming errors;
         2. perform in all material respects in accordance with the relevant specifications and Documentation; and
         3. not infringe any IPR.
4. Provision of ICT Services
   1. The Supplier shall:
      1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with any interface requirements of the Buyer specified in this Contract and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
      2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
      3. ensure that the Supplier System will be free of all encumbrances;
      4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
      5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;
5. **Standards and Quality Requirements**
   1. The Supplier shall, where specified by the Buyer as part of their Further Competition, and in accordance with agreed timescales, develop quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**")**.**
   2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
   3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
   4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
      1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
      2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
      3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.
6. **ICT Audit**
   1. The Supplier shall allow any auditor access to the Supplier premises to:
      1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
      2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
      3. review the Supplier’s quality management systems including all relevant Quality Plans.
7. **Maintenance of the ICT Environment**
   1. If specified by the Buyer undertaking a Further Competition, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
   2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
   3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
   4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.
8. **Intellectual Property Rights in ICT**
   1. Assignments granted by the Supplier: Specially Written Software
      1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
         1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
         2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
      2. The Supplier shall:
         1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
         2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
         3. without prejudice to paragraph 9.1.2(b) provide full details to the Buyer of any of the Supplier’s Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier’s Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
      3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.
   2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer
      1. Unless the Buyer gives its Approval the Supplier must not use any:
9. of its own Existing IPR that is not COTS Software;
10. third party software that is not COTS Software
    * 1. Where the Buyer Approves the use of the Supplier’s Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer’s (or, if the Buyer is a Central Government Body, any other Central Government Body’s) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
      2. Where the Buyer Approves the use of third-party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:
         1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
         2. only use such third party IPR as referred to at paragraph 9.2.3(a) if the Buyer Approves the terms of the licence from the relevant third party.
      3. Where the Supplier is unable to provide a license to the Supplier’s Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
      4. The Supplier may terminate a licence granted under paragraph 9.2.2 by giving at least thirty (30) days’ notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.
    1. Licenses for COTS Software by the Supplier and third parties to the Buyer
       1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
       2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
       3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licencee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
       4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
          1. will no longer be maintained or supported by the developer; or
          2. will no longer be made commercially available
    2. Buyer’s right to assign/novate licences
       1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
          1. a Central Government Body; or
          2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
       2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.
    3. Licence granted by the Buyer
       1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).
    4. Open Source Publication
       1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
          1. suitable for publication by the Buyer as Open Source; and
          2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

* + 1. The Supplier hereby warrants that the Specially Written Software and the New IPR:
       1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
       2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
       3. do not contain any material which would bring the Buyer into disrepute;
       4. can be published as Open Source without breaching the rights of any third party;
       5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
       6. do not contain any Malicious Software.
    2. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
       1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
       2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer’s ability to publish such other items or Deliverables as Open Source.
  1. Malicious Software
     1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
     2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
     3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
        1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
        2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

1. **Supplier-Furnished Terms**
   1. Software Licence Terms
      1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call-Off Schedule 6.
      2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call-Off Schedule 6.
   2. Software Support & Maintenance Terms
      1. Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call-Off Schedule 6.
   3. Software as a Service Terms
      1. Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call-Off Schedule 6.
   4. Device as a Service Terms
      1. Additional terms for provision of a Device as a Service solution are detailed in Annex E to this Call-Off Schedule 6;
      2. Where Annex E is used the following Clauses of the Core Terms shall not apply to the provision of the Device as a Service solution:

Clause 8.7

Clause 10.2

* + - 1. Clause 10.3.2]

**11. Customer Premises**

11.1 Licence to occupy Customer Premises

11.1.1 Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call- Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract [ and in accordance with Call-Off Schedule 10 (Exit Management)].

11.1.2 The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.

11.1.3 Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

11.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

11.1.5 The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2 Security of Buyer Premises

11.2.1 The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

11.2.2 The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

**12. Buyer Property**

12.1 Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

12.2 The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

12.3 The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

12.4 The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.

12.5 The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.

12.6 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer’s reasonable security requirements from time to time.

12.7 The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

**13. Supplier Equipment**

13.1 Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

13.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.

13.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.

13.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

13.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.

13.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.

13.7 The Supplier shall, at the Buyer’s written request, at its own expense and as soon as reasonably practicable:

13.7.1 remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and

13.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

**Annex A: Non-COTS Third Party Software Licensing Terms – N/A**

**Annex B: COTS Licensing Terms**

[Supplier to enter]

* **General terms**

These General Terms apply to your account with Autodesk and to our Offerings, and constitute a binding contract between us.

* **1. Acceptance**

By accepting these General Terms during your account registration or subscription process, or by accessing or using our Offerings, you confirm your acceptance of these General Terms and other applicable Terms and your agreement to be a party to this binding contract. If you do not agree, you do not have the right to access or use our Offerings.

You agree to these Terms on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) or, if there is no company or legal entity, on behalf of yourself as an individual (in either case, “You”). You represent and warrant that you have the right and authority (as well as the capacity—for example, you are of sufficient legal age) to act on behalf of and bind such entity (if any) and yourself.

Additional capitalized terms are defined in these Terms and in the "Definitions" section (Section 22) below.

* **2. Right Of Return For Refund**

For a limited period after You purchase or renew a subscription (the “Return Period”), (i) if You object to any of the terms set forth in these Terms, or (ii) if You object to the Autodesk terms of purchase or auto-renewal (if any) applicable to the purchase or renewal of the subscription, or (iii) if You are dissatisfied (for any reason) with the Offering to which You subscribed, You may return the Offering and may qualify for a refund.

For orders placed directly with Autodesk, Autodesk will provide a full refund of Your subscription fees if You cease use and return the Offering within the Return Period set forth below. For orders placed through a reseller or other third party, please check the applicable return and refund policy of that third party.

|  |  |  |
| --- | --- | --- |
| Type | Subscription Term | Return Period (measured from the date of purchase or renewal) |
| New subscription, Renewal of an existing subscription, Addition of users to an existing subscription, Aligning subscription billing or renewal dates | Subscriptions longer than monthly (for example, annual) | 30 days |
| Monthly subscriptions | 15 days |

Your right of return for refund does not apply to all orders, including orders for cloud credits, consumption-based fees, consulting, advanced consulting, memberships, platform subscriptions or fees, extra-territorial rights and enterprise agreements. For more information please see our [**Right of Return Policy.**](https://knowledge.autodesk.com/customer-service/account-management/billing-orders/cancellation-refund-policy)

* **3. Additional Agreements, Special Terms**

You may have an additional agreement signed directly with one or more Autodesk entities that supplements or amends these Terms (for example, an enterprise business agreement) (“Additional Agreement”). In addition, Offerings may be subject to special terms (“Special Terms”), including, for example, particular entitlements or restrictions on types of use. Special Terms may apply to a particular Offering or to a particular category of user (for example, students). The Special Terms are set forth in the [**Special Terms**](https://www.autodesk.com/company/terms-of-use/en/special-terms) or in the Documentation for the Offering.

You agree to the Special Terms, if any, for an Offering that You subscribe to, obtain, access or use. If You do not agree to all such Special Terms, You may not subscribe to, obtain, access or use the Offering.

If there is any conflict between these General Terms and the Additional Agreement or Special Terms, the Additional Agreement or Special Terms will control in relation to their subject matter. If there is a conflict between the Additional Agreement and the Special Terms, the Additional Agreement will control in relation to its subject matter. Any arrangement with respect to an Offering is expressly conditioned on Your agreement to these Terms, and any further or different terms are rejected.

* **4. Account**
* **4.1 Account Responsibilities**

To subscribe to an Offering, You may need an account. You are responsible for anyone who obtains, accesses or uses Offerings through You or Your account (including Your Authorized Users). This means (among other things) that You are responsible for Your Authorized Users’ compliance with these Terms, including their use of their accounts, as though each of the Authorized Users is You. In certain cases, Your Authorized Users may be required to set up individual accounts or otherwise agree to applicable terms in order to obtain, access or use Offerings, but that requirement does not affect Your responsibility for Your Authorized Users.

You are also responsible for the security of Your account and all activity associated with Your account. This means (among other things) that You (i) will ensure that only Your Authorized Users use Offerings associated with Your account, and (ii) will secure and not share user IDs or passwords (except with authorized account administrators). If You suspect unauthorized use of Your account, please contact [**https://www.autodesk.com/trust/contact-us**](https://www.autodesk.com/trust/contact-us).

You will ensure that all Your account information (including any information that You or Your Authorized Users provide in connection with Your registration for any Offering) is, and continues to be, true and complete.

* **4.2 Account Benefits**

Your account is designed to provide a place for You to access and manage Your account information and obtain rights to Software, Web Services and other Benefits, including free benefits. Your account is designed to be accessible virtually anywhere, anytime via the web at [**accounts.autodesk.com**](https://accounts.autodesk.com/) or at other successor or alternative Autodesk sites.

Your account features may include:

* Single sign-in to Autodesk sites and services
* Single sign-in to Autodesk sites and services
* Management of Your subscriptions
* Access to Offerings
* Access to downloads and trials
* Access to technical support, learning resources and subscription news
* Usage information regarding Your subscriptions, cloud credits and analytics
* **5. You Own Your Work**

You will retain Your ownership rights to files, designs, models, data sets, images, documents or similar material created by You or Your Authorized Users and submitted or uploaded to any Offering by You or Your Authorized Users.

* **6. Privacy**

Autodesk is committed to protecting Your privacy and letting You know what Autodesk will do with Your personal information. Autodesk’s [**Privacy Statement**](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement) sets forth (i) how Autodesk may collect, use, store and process personal information of or relating to You, and (ii) how you may request access to or deletion of Your personal information or exercise other privacy rights. You acknowledge that You have read and understand the Privacy Statement.

* **7. Subscriptions**
* **Benefits**

Your subscriptions may include Software or Web Services or a combination of both Software and Web Services. Your subscriptions may also include additional Benefits.

* **7.1 Subscriber benefits**

You will be entitled to the subscriber Benefits that Autodesk makes generally commercially available to users with the same subscription as You (including level, geography and other attributes). Subscriber Benefits may include, for example:

* Technical support
* Global travel benefits
* Home use benefits
* Rights to previous versions
* Access to forums, learning events, newsletters, webinars, galleries, and other educational resources
* Access to trial versions and APIs
* Rights to Updates, Upgrades and other additional Software
* Rights to Web Services

For more information about subscriber Benefits in general see [**Subscription Benefits**](https://www.autodesk.com/company/terms-of-use/en/subscription-benefits) page

* **7.2 Subscribing to an offering**

Autodesk may offer additional modes of support from time to time. Examples may include online chat, request a callback, support for Software and Web Services APIs provided via Autodesk Developer Network, remote desktop troubleshooting or access to curated technical support resources, including articles, videos and similar content. Modes of support may differ depending on Your Offering. Additional terms may apply to these modes of support, including but not limited to conditions relating to technical requirements. Not all modes of support will be available in every region or every language.

* **7.3 Length of subscription**

Your subscription to an Offering will be for a fixed term of limited length, the length of which should be indicated at the time of purchase and should be reflected on Your confirmation of purchase or other Offering Identification. If no length is indicated, please contact us at [**https://knowledge.autodesk.com/contact-support**](https://knowledge.autodesk.com/contact-support) and we will determine and confirm the length of Your subscription term.

* **7.4 Renewal of subscription**

At the end of Your subscription period for an Offering, You may be able to renew Your subscription to the extent, and on the same terms, that Autodesk then generally makes commercially available to subscribers of such Offering in the same geography. Certain subscriptions may have the option of automatically renewing. If you would like to cancel any such automatic renewal, please see [**Cancelling Automatic Renewal for Subscriptions**](https://knowledge.autodesk.com/customer-service/account-management/billing-orders/cancel-subscription/cancel-auto-renewal-accounts).

* **7.5 Switched subscriptions**

If Your subscription is replaced by a successor or substitute subscription, the new subscription may be considered a Switched Subscription and, if so, will be subject to the [**Switched Subscription Terms**](https://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions-legacy).

* **8. Scope, Prior Terms, Maintenance Terms**

These Terms do not apply to (i) subscriptions purchased before May 18, 2018, unless renewed on or after that date, or (ii) terms on which Autodesk has agreed to provide maintenance for Software that was previously licensed to You on a perpetual basis. Rather, those subscriptions and maintenance arrangements continue to be subject to their existing terms, which are available at [**Prior Subscription Terms, Maintenance Terms**](https://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions-legacy).

* **9. Software**

If You order Software for delivery, or You order an Offering that includes Software (for example, if a Web Service Offering requires client Software), the Software will at Autodesk’s discretion be made available for download through Your account or other electronic means or delivered to You by Autodesk or an Autodesk-authorized third party. Additional fees may apply for delivery of physical media or other tangible embodiments of Software. No matter how Software is delivered, Autodesk will not be liable for any losses or other liability incurred by You or others due to late delivery or delivery to an incorrect address.

For any Offering consisting of Software that Autodesk makes available or delivers to You, and subject to compliance with these Terms and all payment obligations, Autodesk grants to You a nonexclusive, non-sublicensable, nontransferable license, for the period of Your subscription, to install and use the Software (and permit Your Authorized Users to install and use the Software) solely (i) in accordance with the Documentation for the Offering and any applicable Special Terms, if any, and (ii) within the scope of Your subscription, including the permitted number, License Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification or other confirmation from Autodesk of Your subscription does not specify one or more of those attributes, the license will be (a) a Trial Version; (b) for You as an individual or, if You are a company or other legal entity, for one named employee; and (c) for use only within the country or jurisdiction where You acquired the Offering. You may not install, access or use (or allow installation of, access to or use of) any Software other than as authorized by such license and these Terms, and any other installation, access or use is unauthorized.

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For the duration of a subscription, You may make one archival copy of the Software to which You subscribed solely for Your backup and archival purposes.

Any Software (including any Update or Upgrade) that Autodesk makes available or delivers to You is licensed for a limited subscription period, not sold, and You may not transfer or assign the license, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary or as otherwise expressly permitted by Autodesk in writing. Your subscription to a Web Service does not grant to You a license to the underlying Software used in providing the Web Service.

* **10. Web Services**

If You subscribe to Web Services, Autodesk will provide those Web Services to You for the period of Your subscription, subject to compliance with these Terms and all payment obligations. You may access and use the Web Services solely (i) in accordance with the Documentation for the Offering and any applicable Special Terms, if any, (ii) for Your internal business purposes, in the form made accessible and/or provided by Autodesk, and (iii) within the scope of Your subscription, including the permitted number, Web Services Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification or other subscription confirmation from Autodesk does not specify one or more of those attributes, Your Web Service will be (a) a Trial Version; (b) for You as an individual or, if You are a company or other legal entity, for use by one named employee; and (c) for use only within the country or jurisdiction where You acquired the Offering. You may not access or use (or allow access to or use of) any Web Service other than as authorized by these Terms, and any such access or use is unauthorized.

Autodesk will make the Web Services available to You consistent with the manner in which Autodesk makes such Web Services generally commercially available to users with the same subscription as You (including level, geography and other attributes).

Web Services will be provided using processes and safeguards that are designed to help maintain the security of Your Content. Autodesk from time to time may have external auditors prepare reports for Autodesk subscriber on Autodesk’s adherence to its security controls for certain Autodesk services. You may request from Autodesk a copy of such reports applicable to a Web Service to which You subscribe, subject to Your agreement with Autodesk on non disclosure of and restrictions on use of such reports. Autodesk expects to make available such reports no more frequently than once annually.

* **11. Access To And Use Of Offerings**
* **11.1 General Access and Use Conditions**

Depending on the Offering, You may be required to log into Your account to activate, access or use (or to continue accessing or using) the Offering. Only You, including Your Authorized Users, may access or use an Offering. Access to and use of all Offerings is contingent on (among other things) Your timely payment of all applicable amounts, including any taxes and other fees, with respect to the Offerings and compliance with these Terms.

Some Offerings may cause Your Electronic Devices to automatically connect to the internet (intermittently or on a regular basis)—for example, to validate Your subscription, provide You with access to services (including third-party services) or download and install Updates or Upgrades, all without further notice to You. You agree to such connection and to validation of Your subscription and to the automatic downloading and installation of Updates and Upgrades. For some Offerings, You may be able to adjust Your Update or Upgrade settings (this is not available for other Offerings, including those for which automatic Updates or Upgrades are required for operation or security of the Offering).

Offerings do not include access to the internet or any other network or to any communications services or any hardware, software, storage, security or other resources necessary for accessing or using the Offerings. You and Your other suppliers and service providers are responsible for acquiring all such items and for their reliability, security and performance. Not all Offerings, and not all functions of an Offering (including those described in the Special Terms or Documentation), are available in all locations or languages.

* **11.2 Autodesk APIs**

When You subscribe to an Offering, Autodesk may provide You with access to applications programming interfaces, software development kits, tools, libraries, scripts, sample source code and similar developer material specifically for use of such Offering (collectively, “APIs”). For any such APIs that Autodesk makes available or delivers to You, and subject to compliance with these Terms and all payment obligations, Autodesk grants to You a nonexclusive, non sublicensable, nontransferable license, for the period of Your subscription, to use such APIs only (i) internally in conjunction with and for Your own authorized internal use of the Offering for which the APIs were made available, and (ii) in accordance with any Documentation for the APIs. Some APIs are subject to Special Terms, and Your license to the APIs is subject to those Special Terms. All APIs are confidential and proprietary to Autodesk and may not be distributed or disclosed to any third party or used for any purpose other than as permitted by the Documentation for the APIs and the other requirements of these Terms (and any such other use is unauthorized). If You develop any applications, services, modules or components using all or any portion of the APIs (collectively, “Your Development”), You may use Your Development with third-party software or hardware (including porting Your Development to third-party platforms), but only if You remove from Your Development all elements of the APIs (including any elements based on the APIs) and Your Development (a) does not disclose, make available, incorporate or embody any part of the APIs, and (b) does not incorporate or embody any part of the Offerings or other Autodesk intellectual property. If You wish to use Your Development for any use other than Your internal use with Your Offering (for example, for customers or any users other than You), You will need a separate [**Developer License**](https://www.autodesk.com/company/legal-notices-trademarks/terms-of-service-autodesk360-web-services/forge-platform-web-services-api-terms-of-service).

* **11.3 Use of Third-Party Material and Services**

Autodesk may provide You with content, designs, models, data sets, project information, documents, libraries, audio, links, data, applications and other software, services or similar material of a third party (collectively, “Third-Party Material/Services”) in connection with Offerings. Any such Third-Party Material/Services may be governed by different terms found in such Third-Party Material/Services (for example, in the “About Box” or a .txt file), on a web page specified by Autodesk or in the Special Terms or Documentation for the Offering for which the Third-Party Materials/Services are provided (collectively, “Third-Party Terms”). If there are no Third-Party Terms, Your use must be (i) limited to the same terms as the Offering for which You received the Third-Party Material/Services, and (ii) solely in connection with Your use of such Offering. You take sole responsibility for determining, obtaining and complying with all Third-Party Terms. Autodesk will have no responsibility for, and makes no representations and warranties regarding, (a) any Third-Party Material/Services or Your use of such Third-Party Material/Services, and (b) the Third-Party Terms or Your compliance with such Third-Party Terms.

* **11.4 Use of Your Content**

In order for You to access or use certain Offerings, or for Autodesk to provide You with certain services, You may wish to upload or otherwise share Your Content. Autodesk personnel will not use Your Content except (i) at Your request, or with Your consent—for example, when providing You support, or addressing a technical issue or other request; (ii) in connection with providing and improving Offerings (including maintaining, securing, updating or otherwise modifying Offerings); or (iii) in connection with legal-related obligations, enforcement, investigations or proceedings (for example, in response to a valid subpoena). In general, Autodesk does not screen or review content that is posted to any Offering, website or service or otherwise made available to Autodesk. Autodesk reserves the right, however, to screen and review Your Content, and may block or remove content for any reason, including because it is not in compliance with these Terms (for example, illegal, offensive or phishing-related postings or spam). When You provide or make accessible Your Content, You authorize Autodesk and its designees to use, reproduce, modify, distribute and make available Your Content in connection with providing You with Offerings and allowing Autodesk to fulfill its obligations and as otherwise permitted by these Terms.

You (a) are responsible for all of Your Content and for ensuring that Your Content and its use with any Offering comply with all applicable laws and regulations and these Terms, and (b) warrant that Your Content will not infringe or misappropriate any intellectual property or proprietary rights of any person or violate any applicable laws or regulations. Autodesk recommends that You secure and protect Your Content by using appropriate encryption and security technology. You acknowledge that online services may suffer occasional disruptions or outages, and You may not be able to retrieve Your Content as a result. Autodesk recommends that You regularly backup Your Content to Your own storage. You are at all times responsible for storing and maintaining any such backup copies of Your Content.

* **11.5 Collaboration and Sharing of Your Content**

Some Offerings permit You to collaborate with others, including sharing Your Content or publishing Your Content—for example, to a forum or to other services. If You choose to share or publish Your Content (whether by collaboration on or sharing files with a project, emailing, sharing a link, sharing files with other applications or services, posting in a forum or gallery or otherwise), then others (including, in some cases, the general public) may be able to use, sell, reproduce, modify, distribute, make available, display, transmit and communicate Your Content. Forums and galleries may be public, and submissions are generally public. Once You share or publish Your Content, suspending or terminating access will not delete or inhibit access to any of Your Content that was earlier copied, transferred or otherwise shared or published. If You do not want others to have any such access or any of those rights, do not use the sharing, publishing or other collaboration features of the Offerings and set Your permissions accordingly.

An Offering may feature links to third parties that offer services, software or other materials that complement such Offering. Such links are provided as a convenience to You. Autodesk does not monitor or control what such third parties will do with Your Content. You are responsible for ensuring the appropriate level of access to Your Content by any third party. If You authorize any of Your information or Your Content to be shared with any third party, Autodesk may make available Your information or Your Content to such third party; Autodesk will, however, have no responsibility or liability for the actions of such third party, and all governing terms and conditions, including those regarding privacy, are between You and such third party.

* **12. Trial Versions**

Autodesk may make available or deliver Offerings (or features of an Offering) labelled or offered as “not for resale,” “free,” “evaluation,” “trial,” “pre-release,” “beta” or another similar designation (collectively, “Trial Versions”). You may download, install, access or use Trial Versions only during the period and for the purpose of the trial, as expressly permitted by Autodesk. Except as expressly set forth in the online or other Documentation for the Trial Version or applicable Special Terms, (i) the subscription period for the Trial Version will be limited to 30 days, (ii) Your use will be limited to non-commercial evaluation purposes with no rights to make available or distribute the Trial Version to any third party, and (iii) the use will be only by You as an individual or, if You are a company or other legal entity, by one named employee. Notwithstanding anything contained in these Terms or otherwise, (a) Autodesk makes no commitments with respect to Trial Versions regarding any features, functions, service levels or data and provides no warranties of any kind with respect to Trial Versions, (b) Autodesk may choose not to generally release any Trial Versions or convert any Trial Version into a product offering, and (c) Trial Versions may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. Subscriptions to Trial Versions do not include Subscription Benefits, and Autodesk reserves the right, without any further notice, to end any Trial Versions at any time.

* **13. Websites**

Separate from its Offerings, Autodesk may provide information on its general websites. You agree to use such Autodesk websites in accordance with our [**Website Terms of Use**](https://www.autodesk.com/company/legal-notices-trademarks/website-terms-of-use).

* **14. Feedback**

You have no obligation to provide Autodesk with ideas for improvement, suggestions or other feedback (collectively, “Feedback”), whether in connection with a Trial Version or otherwise, unless otherwise specified in the Special Terms for an Offering. If, however, You provide any Feedback, You hereby grant to Autodesk a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise exploit the Feedback and any Offerings using the Feedback.

* **15. Limitations On Use**
* **15.1 Offerings are tools**

The Offerings are tools and are intended only to assist You with Your design, analysis, simulation, estimation, testing and other activities and are not a substitute for Your professional judgment or Your own independent design, analysis, simulation, estimation, testing or other activities, including those with respect to product stress, safety and utility. Due to the large variety of potential applications for the Offerings, they have not been designed or tested for any specific uses, and it is Your responsibility to determine whether the use of an Offering is appropriate for the purposes You pursue. Autodesk will not be responsible or liable in any manner whatsoever for the results obtained through use of the Offerings, including any Output. You are responsible for Your (including Your Authorized Users’) use of the Offerings and any results produced by the Offerings, including any Output. Your responsibilities include, without limitation, the determination of appropriate uses for the Offerings and the selection of the Offerings and other computer programs and materials to help achieve Your intended results. You are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, compliance with applicable legal requirements, and other characteristics of any Output, including, without limitation, all items designed with the assistance of the Offerings. You further acknowledge that the Offerings and Output may not achieve the results You desire within Your design, analysis, simulation, estimation, testing and other constraints.

* **15.2 Offerings are not designed for storage of sensitive personal information**

The data storage functionality associated with Offerings is NOT suitable for the storage of Social Security numbers, credit or debit card numbers, financial account numbers, driver’s license numbers, medical information or health insurance information; data about personal characteristics or other personal information, such as race or ethnic origin, religion or philosophical beliefs, political affiliation or opinions, genetic or biometric data, sexual orientation or trade union membership; or other information that may expose, or pose a risk of harm to, an individual if improperly disclosed or used (collectively, “Sensitive Personal Information”). Except as expressly required by Autodesk (for example, a credit card number used to purchase a subscription), You will not upload or otherwise make available to Autodesk any Sensitive Personal Information, including any files containing Sensitive Personal Information, in connection with Your use of any Offering.

* **15.3 Acceptable use of offerings**

You will access and use (and permit access to and use of) Offerings only in conformance with (and will comply with) all applicable laws. Except as expressly authorized by these Terms, including any Additional Agreement or Special Terms, or as otherwise expressly permitted in writing by Autodesk, You will not:

* Reproduce, modify, adapt, translate, port or create derivative works of all or any portion of any Offering, except as expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary;
* Sublicense, distribute, transmit, sell, lease, rent, loan or otherwise make available all or any portion of any Offering (including any functionality of any Offering) to a third party or provide any functionality of any Offering to a third party (whether on a service bureau basis or otherwise); and
* Access or use any Offering on or through the internet (other than as made available by Autodesk through the internet), any wide-area network (WAN) or any other non-local network; on or through any virtual private network (VPN); or on or through any application virtualization technology, remoting virtualization technology, web-hosting, timesharing, software as a service, platform as a service, infrastructure as a service, cloud or other web-based, hosted or similar service.

In addition, You will not:

* Remove any copyright, trademark, confidentiality or other proprietary rights notice from any Offering, Documentation or related material;
* Remove, disable or otherwise limit the effectiveness of any technical protection used by Autodesk to (i) manage, monitor, control or analyze the installation of, access to, or use of any Offering or (ii) protect Autodesk’s intellectual property rights;
* Post, transmit or otherwise make available using the Offerings any information or material that is or may be:
  + false, libelous, defamatory, fraudulent or otherwise unlawful or tortious;
  + threatening, harassing, degrading, hateful or intimidating, or that otherwise fail to respect the rights and dignity of others;
  + obscene, indecent, pornographic or otherwise objectionable;
  + protected by copyright, trademark, design rights, trade secret rights, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
  + a national or state secret, classified information or any other information or material (including any photograph, drawing, plan or model) that is subject to official confidentiality treatment;
  + secret codes, countersigns, crypto-currency, passwords or other similar information;
  + advertising, spam, an offer to sell or buy any goods or services, a “chain letter” or any other form of solicitation; or
  + any malware (such as a virus, worm, Trojan horse, Easter egg, time bomb or spyware) or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, limit the use of, or monitor the use of, any hardware, software or equipment;
* Use the Offerings in any way that is fraudulent or otherwise unlawful or tortious, or has any fraudulent or other unlawful or tortious purpose or effect;
* Interfere with or disrupt the operation of any Offering or the servers or networks used to make any Offering available, including by hacking or defacing any portion of an Offering;
* Attempt to probe, scan or test the vulnerability of any Offering or to breach or circumvent any security or authentication measures used by any Offering;
* Use any Offerings as storage for “remote loading” or as a “door” or “signpost” to other web pages or internet resources, whether inside or beyond the sites through which the Offerings are provided;
* Collect content or information, from or with an Offering, using automated means (such as any robot, spider, site search/retrieval application or other device to retrieve, index, “scrape,” or “data mine”);
* Use any Offering or the output of any Offering in connection with the training of a neural network or machine learning, deep learning or artificial intelligence system or software;
* Unbundle the component parts of any Offering for use separate from each other or on different electronic devices (except as may be expressly permitted in writing by Autodesk); or
* Use or access Software made available as part of a Web Service separately from the applicable Web Service (except as may be expressly permitted in writing by Autodesk).
* **16. Confidentiality**

You or Autodesk (as the “Disclosing Party”) may disclose or make available Confidential Information to the other party (as the “Receiving Party”) in connection with these Terms. The Receiving Party will use the same degree of care as to the Disclosing Party’s Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will (i) use the Confidential Information of the Disclosing Party only in connection with Offerings, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Confidential Information of the Disclosing Party to those of its employees, consultants, contractors, service providers, professional advisors and other individuals who need such access for purposes related to Offerings and who are subject to confidentiality obligations with the Receiving Party no less stringent than those in these Terms. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so. The Receiving Party will give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure. Autodesk may also disclose Your Confidential Information to comply with any governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving Autodesk, or at Your request. If disclosure is made at Your request, You may be responsible for the costs of compiling and providing access to Your Confidential Information.

* **17. Autodesk Proprietary Rights**

You acknowledge and agree that Autodesk and its licensors and suppliers will have all ownership of and all rights with respect to (i) the Offerings, Documentation, APIs, Metrics and other information or material provided or made available by Autodesk to You and (ii) any copies of the foregoing, or any materials or other information based on, derived from or otherwise using any of the foregoing (including all rights under trade secrets, copyrights, trademarks, patents and all other intellectual property or proprietary rights relating to any of the foregoing). The structure and organization, the underlying algorithms and other internals, the protocols, data structures and other externals, and the source code of the Offerings and the APIs constitute proprietary and confidential information of Autodesk, and You will not disclose such information to third parties, or use such information for any purpose other than as required for ordinary-course access to and use of the Offerings as set forth in these Terms, without Autodesk’s prior written consent. Also, You agree not to access or attempt to access the Offerings by any means other than the interface Autodesk provides or authorizes. In addition, You agree not to engage in any decompiling, disassembling or other reverse engineering or otherwise attempting to discover, learn or study the structure or organization, underlying algorithms or other internals, the protocols, data structures or other externals, or the source code of the Offerings or APIs, except as expressly permitted under applicable law notwithstanding a contractual prohibition to the contrary. Autodesk may make available or provide access to other confidential and proprietary information (either marked as such or understood to be such under the circumstances). If You receive such information, You will not disclose it to any third party, or use such information for any purpose other than as required for access to and use of the Offerings as set forth in these Terms, without Autodesk’s prior written consent.

You have only the rights expressly granted to You under these Terms (including any Additional Agreement or Special Terms). All rights not expressly granted are reserved by Autodesk and its licensors and suppliers; Autodesk and its licensors and suppliers expressly disclaim (and You agree not to assert) any other rights.

You agree not to take any action, or to authorize or encourage any third party to take any action (or cooperate with any third party in taking any action), inconsistent with the foregoing.

* **18. Warranty, Disclaimers, Limitations On Liability**
* **18.1 Limited warranty**

Autodesk warrants that, for any paid subscription, as of the date on which the subscribed-for Offering is made available to You and for 90 days thereafter or, if the subscription period is shorter, such shorter period (“Warranty Period”), the Offering will provide the general features and functions described in the end-user Documentation for the Offering. Autodesk’s entire obligation and liability, and Your sole and exclusive remedy, for Autodesk’s breach of this warranty will be for Autodesk, at its option, (i) to attempt reasonably to remedy the breach or (ii) to refund amounts received for the affected subscription and terminate such subscription. You must bring any warranty claim for any Offering within its applicable Warranty Period.

* **18.2 Disclaimers**

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THE “Limited Warranty” SECTION (Section 18.1) ABOVE, AND ANY EXPRESS WARRANTIES SET FORTH AS SUCH IN ANY ADDITIONAL AGREEMENT OR SPECIAL TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) THE OFFERINGS ARE PROVIDED “AS IS,” AND (ii) AUTODESK AND ITS LICENSORS AND SUPPLIERS MAKE, AND YOU RECEIVE, NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR COMMITMENTS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE OFFERINGS OR ANY OUTPUT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT OR OTHER WARRANTIES OR CONDITIONS IMPLIED BY STATUTE, OR ANY WARRANTIES OR CONDITIONS BASED ON A COURSE OF DEALING, USAGE OF TRADE OR INDUSTRY STANDARDS. Any statements about the Offerings (including any statements about their functionality or performance) or Output, or other communications with You, that are not contained in these Terms or any Additional Agreement or Special Terms are for information purposes only and do not constitute a warranty, representation, condition or other commitment. Without limitation as to the generality of the foregoing, Autodesk does not warrant or otherwise commit that (a) the Offerings or Output, or the access thereto or use thereof, will be available, uninterrupted, error-free, secure, accurate, reliable or complete, (b) the Offerings will meet any particular performance or availability criteria, (c) Your Content will not be lost or damaged or (d) errors will be corrected or any particular support requests will be resolved to meet Your needs. Any reference to “unlimited” access, use, storage or otherwise with respect to an Offering is subject to the technical limitations of the Offering.

* **18.3 Limitations on liability**

Neither Autodesk nor any of its licensors or suppliers will have any liability (directly or indirectly) for any incidental, special, indirect, consequential or punitive damages; loss of profits or revenue; business interruption or loss of use; cost of procurement of substitute goods or services or other cover; failure of or defects in the Output; loss, corruption or deletion of (or failure to delete) data or Your Content; or damages resulting from Force Majeure (in each case, regardless of the legal theory for seeking such damages or other liability). In addition, the aggregate liability of Autodesk and its licensors and suppliers with respect to any Offering or Output thereof will in no event exceed the amount paid or payable by You for the Offering in the one-year period before the events or circumstances giving rise to the liability first occurred.

The limitations on liability in these Terms will apply to the maximum extent permitted by applicable law to any damages or other liability, however caused and regardless of the theory of liability, whether based on contract, tort (including negligence and strict liability), indemnification, recourse, statute or otherwise, even if Autodesk has been advised of the possibility of the liability and regardless of whether the limited remedies in these Terms fail of their essential purpose.

You acknowledge that the amounts payable for the Offerings are based in part on and reflective of the disclaimers of warranties and limitations on liability in these Terms and that such disclaimers and limitations are an essential element of the bargain between You and Autodesk.

Nothing in these Terms purports to restrict or exclude Autodesk’s liability for (i) death or personal injury caused by Autodesk’s willful intent or gross negligence or (ii) Your damages or losses caused by Autodesk’s fraud.

* **18.4 Relationship to applicable law**

Autodesk does not seek to limit Your warranties, Your other rights and remedies, or the liability of Autodesk for damages or losses to the extent the limits are not permitted by applicable law (such as statutory warranties, conditions, remedies or liabilities that cannot be excluded by applicable law). Nothing in these Terms restricts the effect of warranties, the liability of Autodesk for damages or losses or other terms that cannot be excluded or otherwise modified under applicable law notwithstanding a contractual restriction to the contrary. These Terms give You specific legal rights, and You may also have other legal rights, which vary from jurisdiction to jurisdiction. For example, some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to You. Some of these legal requirements are described in the "Country/Jurisdiction-Specific Terms" section (Section 23).

* **19. Indemnity**

You will indemnify and hold harmless (and, at Autodesk’s request, defend) Autodesk against any and all losses, liabilities, expenses (including reasonable attorneys’ fees) suffered or incurred by Autodesk by reason of any claim, suit or proceeding (“Claim”) arising out of or relating to (i) Your Content; (ii) Your (including Your Authorized Users’) use of Offerings, including any Output or other results produced by such use; and (iii) Your (including Your Authorized Users’) breach of these Terms (including any Additional Agreement, any Special Terms or any other applicable terms).

* **20. Term, Termination, Suspension**

These Terms become effective on the first date accepted in accordance with the "Acceptance" section (Section 1) and continue in effect indefinitely unless terminated in accordance with this “Term, Termination, Suspension” section (Section 20).

* **20.1 Your right to terminate**

You may terminate Your subscriptions and these Terms if Autodesk is in material breach of these Terms (including any Additional Agreement, any Special Terms or any other applicable terms) and fails to cure such breach within 30 days after written notice of the breach.

* **20.2 Autodesk's right to terminate**

Autodesk may terminate any or all of Your subscriptions or other Offerings, these Terms and/or Your account, if (i) You have no current paid subscriptions; (ii) You have failed to timely pay any amounts (including fees and taxes) owing with respect to any Offerings or otherwise owing to Autodesk; (iii) You (including any of Your Authorized Users) are in material breach of these Terms (including any Additional Agreement, any Special Terms, or any other applicable terms) and fail to cure such breach within 30 days after written notice of the breach; or (iv) You become subject to bankruptcy or insolvency proceedings, become insolvent, make an arrangement with or affecting Your creditors (including an assignment for the benefit of creditor) or commence a process of liquidation. These Terms will automatically terminate without further notice or action by Autodesk if You go into liquidation.

* **20.3 Effect of termination of subscription**

Upon expiration or termination of a subscription or other Offering for any reason, Your rights with respect to that Offering, including any related Software license or subscription Benefits, will end. At that time, You will stop all access to and use of the Offering (including all access and use by Your Authorized Users) and uninstall any and all copies of materials related to such Offering (including any related Software, Documentation, APIs or other material from Autodesk). In addition, at Autodesk’s request, You will destroy any such copies or return them to Autodesk or the reseller from which You acquired the Offering. You will retain proof that You returned or destroyed all such copies. In connection with the expiration or termination of a subscription, (i) as a convenience to You for some Web Services, Autodesk will, upon Your written request, provide You with a brief period (for example, 30 days) in which You may retrieve Your Content after expiration or termination of the Web Services, if You are in compliance with these Terms and pay the applicable fees, if any (for example, Autodesk’s then-current professional services fees for any assistance Autodesk provides), and (ii) otherwise, Autodesk may delete, without notice, any or all of Your Content, including backup and other copies thereof. For more information on post-expiration/termination content retrieval, please check with the individual Web Services Offering. This convenience for some Web Services, if available, does not relieve You of responsibility for retaining and securing complete copies of Your Content at all times.

* **20.4 Effect of termination of terms**

Upon any termination of these Terms for any reason, (i) Your account and Your subscriptions and other Offerings, including those of Your Authorized Users, will immediately terminate, (ii) You will cease all access to and use of any Offerings (including all access and use by Your Authorized Users), and (iii) the effects described above with respect to expiration or termination of a subscription or other Offering will apply. Your payment obligations, ownership of Your work (as described in the “You Own Your Work” section (Section 5)), obligations with respect to APIs and Your Development (including those in the “Autodesk APIs” section (Section 11.2)) and indemnity obligations (including those in the “Indemnity” section (Section 19)); the license as to Feedback (in the “Feedback” section (Section 14)); Autodesk’s rights and Your obligations with respect to proprietary rights (including the rights and obligations in the “Autodesk Proprietary Rights” section (Section 17)); the disclaimers and limitations on liability (in the “Limited Warranty, Disclaimers, Limitation on Liability” section (Section 18)); the governing law and dispute resolution provisions (in the “Contracting Autodesk Entity, Governing Law, and Dispute Resolution” section (Section 21.4)); and Your responsibility for anyone who accesses or uses (or obtains) Offerings through You or Your account (including Your Authorized Users) (including the responsibility described in the “Account” section (Section 4)) will survive termination for any reason.

* **20.5 Autodesk's right to suspend**

If Autodesk believes in good faith that Your Content or Your conduct or failure to act (including the conduct or failure of Your Authorized Users) may (i) pose a security risk or otherwise adversely impact Offerings, systems or other users; (ii) constitute or enable tampering with, removing, disabling or otherwise limiting the effectiveness of any technical protections (including any mechanisms for managing, monitoring, controlling or analyzing the installation of, access or, or use of any Offerings or protections of Autodesk’s intellectual property rights); (iii) subject Autodesk, any reseller or any other user to liability; or (iv) not comply with these Terms (including any Additional Agreement, any Special Terms or any other applicable terms), including failure to pay any amounts owing with respect to any Offerings, Autodesk has the right, but not the obligation, to immediately disable or suspend Your access to and use of any Offerings and access to and use of Your Content. Unless Autodesk reasonably determines that immediate action is prudent, Autodesk will seek to notify You of the planned disabling or suspension before it takes effect.

* **21. Miscellaneous**
* **21.1 Changes to the offerings**

Autodesk reserves the right from time to time to (and You acknowledge and agree that Autodesk may) (i) modify or release subsequent versions of an Offering, or may discontinue an Offering and/or provide instead a substitute Offering; (ii) modify or discontinue the Benefits, features and functionality, or supporting services or availability with respect to an Offering, whether generally or in any geographic area or language; or (iii) add or modify license keys, authorizations or other means of controlling access to or use of the Offerings. Autodesk will endeavor to inform You of major changes to the Offerings.

* **21.2 Changes to terms**

To the maximum extent permitted by applicable law, Autodesk reserves the right from time to time to (and You acknowledge that Autodesk may) modify these Terms. Autodesk will endeavor to notify You of any material modification to the Terms that may have a materially adverse effect on You (“Modification Notice”), and You will then have an opportunity to review such modification. Except as otherwise expressly set forth in these Terms (including any Additional Agreement or Special Terms), if any such modification has a material adverse effect on You and You do not agree to the modification, You may reject the modification by notifying Autodesk of the rejection within 30 days of the Modification Notice. If You reject a modification under these circumstances, (i) Your access to and use of any Offerings affected by the modification will continue to be governed by the terms in effect immediately before the modification (except to the extent the modification was made for security, privacy or legal compliance reasons) until (a) the end of the then-current period for the subscription or other Offering, if applicable, or (b) 180 days after the Modification Notice, whichever is earlier; and (ii) Your rights to such Offerings, including any related subscription Benefits, will then terminate. In the event of such a termination by You, Autodesk (or an applicable reseller) will refund the prorated portion of any prepaid fees applicable to the remaining term of Your subscription for the affected Offerings after the effective date of termination. Such date will be the end of the term of such Offerings. If the subscription is renewed or extended, it will be under the then-current Terms. Notices by You or Autodesk will be provided as set forth below, except that You may also provide Your notice of rejection (within the 30-day period described above) to the email address, or in any other manner, specified in the Modification Notice.

Notwithstanding the forgoing, modifications to the Privacy Statement, Special Terms, Subscription Types, Subscription Benefits or other policies will be handled as described therein.

You acknowledge that Your commitments with respect to the Offerings and Subscription Benefits are not contingent on delivery of future features or functionality (or oral or written statements about future features or functionality).

* **21.3 Language of terms; Interpretation**

The English language version of these Terms will be the version used when interpreting or construing these Terms, and any notices or other communications in connection with these Terms will be provided in the English language. Any reference in these Terms to “days” are to calendar days unless otherwise specified. The words “including” and “for example” or “e.g.,” and words of similar import, are not limiting or exclusive and will be deemed followed by “without limitation,” whether or not such language is included. Section and other headings are for ease of reference only and are not to be used to interpret the meaning of any provision. Any rights and remedies provided for in these Terms are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under applicable law.

* **21.4 Autodesk Party, Governing Law, and Dispute Resolution**

Depending on where Your principal place of business is (or, if You are an individual, where You are resident), these Terms are between You and the Autodesk Party set out below. The governing law for these Terms, including any rights, obligations and claims of the parties, will be as specified below. Similarly, any dispute, claim or controversy arising out of or relating to these Terms, including the breach, performance, termination, enforcement, interpretation or validity of these Terms (and whether under contract, tort, including and strict liability, competition law or otherwise), and including the determination of the scope or applicability of the dispute resolution provisions of these Terms, will be finally determined under the law, in the location and by the dispute resolution process specified below (except as may be specified in the "Country/Jurisdiction-Specific Terms" section (Section 23).

|  |  |  |  |
| --- | --- | --- | --- |
| **Your principal place of business (or, if You are an individual, the place of Your residency)** | **References to “Autodesk Party” means the following Autodesk entity:** | **Governing law is:** | **Exclusive jurisdiction/forum for dispute resolution:** |
| United States | Autodesk, Inc., a Delaware corporation | (i) State of California, and (ii) to the extent controlling, federal laws of the United States | (i) United States District Court for the Northern District of California in San Francisco, or (ii) Superior Court of the State of California, County of Marin |
| Mainland China, Hong Kong and Macau | Autodesk, Inc., a Delaware corporation | Hong Kong | Arbitration before three arbitrators in Hong Kong administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC administered arbitration rules in force when the notice of arbitration is submitted |
| Europe, the Middle East or Africa | Autodesk Ireland Operations Limited, an Irish company | Ireland | Courts of Ireland |
| Asia, Oceania or the Asia-Pacific region, other than Mainland China, Hong Kong and Macau. | Autodesk, Inc., a Delaware corporation | Singapore | Courts of Singapore |
| Worldwide unless in a country or region described above | Autodesk, Inc., a Delaware corporation | (i) State of California, and (ii) to the extent controlling, federal laws of the United States | (i) United States District Court for the Northern District of California in San Francisco, or (ii) Superior Court of the State of California, County of Marin |

If You have any dispute with respect to an Offering or otherwise arising from or relating to these Terms (including any Additional Agreement, any Special Terms, the Autodesk Privacy Statement or any other applicable terms), You will first seek to resolve the dispute informally with the Autodesk Party as set forth above by providing notice of the dispute (including a description of the dispute and related documentation) in the manner described below for Notices and cooperating with the Autodesk Party to try to address the matter amicably. If the dispute is not resolved within 30 days from receipt of the notice, either You or the Autodesk Party may file a formal claim in the forum for dispute resolution described above (depending on Your principal place of business or, if You are an individual, Your place of residence).

Notwithstanding the foregoing, Autodesk may apply for injunctive relief and other equitable remedies (or their equivalent) in any jurisdiction or forum.

* **21.5 Compliance**

Autodesk has the right to verify the installation of, access to, and use of any Offerings by You and Your Authorized Users. As part of any such verification, Autodesk or its authorized representative has the right, on 15 days’ prior notice, to inspect Your records, systems and facilities, including machine IDs, serial numbers, Autodesk IDs, and other related information, on Your premises using an Autodesk approved verification tool. In addition to Autodesk’s right to perform a verification on Your premises, You shall within 15 days of such verification request, provide a report to Autodesk using an Autodesk approved verification tool, that contains information relating to the installation of, access to, and use by You and Your Authorized Users of any Offerings including machine IDs, serial numbers, Autodesk IDs, and other related information. If Autodesk determines that Your installation of, access to, or use is not in conformity with these Terms (including any Additional Agreement, Special Terms or other applicable terms), You will immediately purchase new subscriptions to remedy the noncompliance, and pay Autodesk’s reasonable costs of the verification. Autodesk reserves the right to seek any other remedies available at law or in equity.

* **21.6 Force majeure**

Neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather (“Force Majeure”). The affected party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

* **21.7 Export**

When You obtain, access or use an Offering, You must comply with the export control and international trade laws and regulations of the United States and of any other country whose laws apply to You or Your Content. You must not access or use any Offering from within a U.S. sanctioned location or if You appear on any U.S. government restricted parties list. You must obtain U.S. government and any other required authorization before You obtain, access or use, or allow any third party to obtain, access or use, any Offering for a U.S.-restricted end use. Restricted end uses include, but are not limited to, work on nuclear, chemical or biological weapons or on missile systems capable of delivering them. You must not upload or otherwise provide Autodesk with any content or materials (including Your Content) that constitute classified information or that are subject to the International Traffic in Arms Regulations (“ITAR”) or its foreign counterparts. You must not upload or otherwise provide Autodesk with any content or materials that cannot legally be transferred from Your location to the United States or from the United States to Your location. You must not use any Offering to make Your Content or any other content or materials available to any country, entity or other party that cannot legally receive them under U.S. and other applicable law.

* **21.8 Government**

For U.S. Government procurement, all Offerings that constitute or include Software are deemed to be commercial computer software as defined in FAR 12.212 and DFARS 227.7202, as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government will be solely in accordance with the license rights, restrictions and other terms set forth in these Terms (including any Additional Agreement or Special Terms).

* **21.9 Assignment**

You may not assign or otherwise transfer these Terms or Your rights or obligations under these Terms (whether by operation of law or otherwise) without Autodesk’s prior written consent, and Autodesk may terminate these Terms (including Your rights under these Terms) if You are acquired by, or come to be controlled by, any other person or entity (whether by acquisition of shares, merger, or other transaction) without such written consent of Autodesk. Autodesk may assign or otherwise transfer these Terms (without Your consent or notice to You) as part of a reorganization, merger, sale of assets or other transaction that involves all or a portion of the Offerings or related business.

* **21.10 No waivers**

Failure to enforce or exercise any provision of these Terms is not a waiver of such provision, unless such waiver is specified in writing and signed by the party against which the waiver is asserted.

* **21.11 Severability**

If and to the extent any provision of these Terms is held unenforceable under applicable law, (i) such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in these Terms, and (ii) such provision will be ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability in any other jurisdiction.

* **21.12 Notices**

Any notices by You to Autodesk will be sent by postal mail or delivery service to Autodesk, Inc., 111 McInnis Parkway, San Rafael, California 94903, USA, Attention: General Counsel. Such notices will be effective when received by Autodesk.

Except as otherwise expressly stated in these Terms (including any Additional Agreement or Special Terms), any notices by Autodesk to You will be provided (i) by email to the registered email address associated with Your account, (ii) by posting to Your account, (iii) by posting within an Offering (for example, through an in-Offering notification function or sign-in notification), (iv) by postal mail or delivery service to the address associated with Your account, or (v) in any other manner deemed reasonable by Autodesk that involves specific notification to You. Notices from Autodesk to You will, (a) in the case of notices by email, be effective one day after being sent and (b) in the case of other notices, five days after being posted or sent. You hereby agree to service of process being effected on You by registered mail sent to the address set forth on Your Customer Information Form (or, if no Customer Information Form has been provided, Your last address known by Autodesk) if so permitted by applicable law.

* **21.13 Entire agreement**

These Terms, including the Privacy Statement, any Additional Agreement and any Special Terms (which are incorporated by reference in these Terms), constitute the entire agreement between You and Autodesk (and merge and supersede any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings) with respect to the subject matter hereof.

* **21.14 DMCA**

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If You believe in good faith that materials made available by or through Autodesk infringe Your copyright, You (or Your agent) may send Autodesk a notice requesting that Autodesk remove the material or block access to it. If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send Autodesk a counter-notice. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA. See http://www.copyright.gov/ for details. Notices and counter-notices should be sent to:

Copyright Agent  
Autodesk, Inc.  
111 McInnis Parkway  
San Rafael, CA 94903 USA  
E-mail: copyright.agent@Autodesk.com  
Tel: +1 (415) 507.5000  
Fax: + 1 (415) 507.6128

Autodesk suggests that You consult Your legal advisor before filing a notice or counter-notice.

* **22. Definitions**

**Authorized Users** means (i) You (if You are an individual) and (ii) identified individuals (such as Your individual employees, consultants and contractors and other individuals accessing and using an Offering for Your benefit) for whom You have acquired a subscription to an Offering. If an Offering allows You to designate Authorized Users for such Offering, You will be responsible for providing notice to, and obtaining agreement from, any such Authorized Users regarding the application of these Terms to their access to and use of such Offering prior to their access and use.

**Autodesk** means Autodesk, Inc., a Delaware (United States) corporation, together with its subsidiaries and other affiliates.

**Autodesk Party** means the particular Autodesk entity identified in the section entitled “Autodesk Party, Governing Law, and Dispute Resolution” (Section 21.4).

**Benefits** means any benefits made available to You or Your Authorized Users by Autodesk. Benefits are typically based on the level or type of Offering for which You subscribe. Benefits may include access to Updates and Upgrades, rights to previous versions, additional Software or Web Services, Trial Versions, APIs, global travel rights, technical support, training, webinars, forums, events, galleries, newsletters and usage data. Benefits may also include account benefits such as single sign-on and management of Your profile, security settings, linked accounts and preferences.

**Confidential Information** means information not generally known to the public that is (i) made available or disclosed by a Disclosing Party to a Receiving Party in writing and (ii) designated by the Disclosing Party in 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 (a) any information that (1) becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (2) was known to the Receiving Party before receipt from the Disclosing Party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; (3) is received from a third party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; or (4) was independently developed by the Receiving Party; (b) any of Your Content that You send to, or allow to be accessed by, a third party through an Offering; or (c) any Feedback.

**Customer Information Form** means a form completed by or on behalf of You and submitted to Autodesk (or to a reseller), directly or indirectly, in connection with Your account, a subscription or other Offering.

**Documentation** means any end-user documentation (including online, printed or other documentation) and any technical or legal requirements for an Offering.

**Electronic Devices** mean (i) computers (whether desktop, laptop or tablet); (ii) virtual machines not accessed through a network connection; and (iii) mobile devices.

**License Type** means the license type specified by Autodesk for a subscription (for example, single-user or multi-user). License Types are set forth on [**Subscription Types**](https://www.autodesk.com/company/terms-of-use/en/subscription-types).

**Metrics** means data and other information regarding access to and use of any Offerings (including Your access and use). Metrics includes information regarding usage of features, functions, storage and indexes and information regarding usage, volume, type, storage and processing of Your Content (but not Your Content itself). If Metrics includes any personal information, treatment of such personal information will be pursuant to the [**Privacy Statement**](https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement).

**Offerings** means Software, Web Services and other Benefits provided by Autodesk and any subscriptions for such items. Offerings includes free and other Trial Versions of Software, Web Services and other Benefits.

**Offering Identification** means one or more designations by Autodesk that set forth (as applicable) the name of an Offering, the License Type or Web Services Type, and the permitted number, Territory and length of Your subscription. The Offering Identification may be (i) provided in a written confirmation or other notice issued to You by Autodesk, posted to Your account, transmitted via email, physically delivered or otherwise made available to You; (ii) located in the Software or on or with any Autodesk packaging if the Software is delivered to You; or (iii) obtained from Autodesk on request. Offering Identification does not include any designation, confirmation, packaging or other document provided by a reseller or other third party.

**Output** means all results, work product, designs, prototypes or other items created or generated by or through any use of any Offering, including any products, parts or services based on or using such results, work product, designs, prototypes or other items.

**Software** means any software or similar materials, including any modules, components, features and functions, made available by Autodesk, whether or not provided as part of a subscription and whether or not provided for a fee. Software includes Updates and Upgrades.

**Terms** (including “these Terms”) means these General Terms and the other terms referenced in these General Terms, including the Special Terms, Autodesk Privacy Statement and Additional Agreement (if any), together with any other applicable terms.

**Territory** means the country or jurisdiction where You acquired Your subscription. Autodesk may indicate the applicable Territory in an Offering Identification. For additional information regarding the definition of Territory see the “Country/Jurisdiction-Specific Terms” section (Section 23). If You acquire Your subscription in the country or jurisdiction in which You are incorporated, chartered or otherwise organized, if You are a legal entity (or, if You are an individual, in the same country or jurisdiction as Your residence), You may qualify for additional geographies pursuant to Global Travel Rights benefits, see [**Subscription Benefits**](https://www.autodesk.com/subscription).

**Trial Versions** will have the meaning set forth in the "Trial Version" section (Section 12).

**Updates** means security fixes, hot fixes, patches and other updates (including new features, new functions and other modifications released between Upgrades), if and when made available to You by Autodesk and determined by Autodesk to constitute an update.

**Upgrades** means new versions of Offerings, or add-ons to or additional products associated with Offerings, if and when made available to You by Autodesk and determined by Autodesk to constitute an upgrade.

**Web Service** means a web- or cloud-based service made available by Autodesk, whether or not provided as part of a subscription and whether or not provided for a fee.

**Web Services Type** means the Web Services type specified by Autodesk for a subscription (for example, number of cloud credits). Web Services Types are set forth on [**Subscription Types**](https://www.autodesk.com/company/terms-of-use/en/subscription-types).

**Your Content** means (i) any files, designs, models, data sets, images, documents or similar material submitted or uploaded to any Offering by You or Your Authorized Users and (ii) Your specific output generated from the use of any Offering based on Your own raw data or information.

* **23. Country-Specific Terms**

Notwithstanding the other terms of these Terms, if Your principal place of business is in (or, if You are an individual, You are a resident of) a country or jurisdiction identified below, the terms set forth below for such country or jurisdiction will apply to You:

* **23.1 Member states of the European Union**

If You acquired Your subscription in a member country of the European Union or the European Free Trade Association, the applicable “Territory” for such subscription is all the countries of the European Union and the European Free Trade Association.

If Your principal place of business is in (or, if You are an individual, You are resident of) a Member State of the European Union and there are any court proceedings in a Member State between You and a third party relating to the use of an Offering, (i) You will inform Autodesk promptly in writing of such court proceedings, and (ii) You will not serve Autodesk with a third party notice regarding such proceedings unless Autodesk requests in writing that You do so.

In addition, the following provisions apply if You are contracting with Autodesk Ireland Operations Limited (“Autodesk Ireland”) as a consumer and are resident in a country that is a Member State of the European Union:

(i) The choice of the law of Ireland as governing law will not deprive You of the protections granted to You by provisions of the law of the country where You reside that cannot be derogated from by contract pursuant to the law of such country. Autodesk Ireland may bring a claim with respect to an Offering against You only in the courts of the country where You reside, and You have the right to bring a claim with respect to an Offering against Autodesk Ireland either in the courts of Ireland or in the courts of the country where You reside. In any case, You and Autodesk Ireland have the right to bring a counterclaim in the court in which, in accordance with this provision, the original claim is pending.

(ii) If Autodesk assigns or otherwise transfers these Terms, Autodesk will ensure that the assignment or other transfer does not prejudice Your rights under these Terms. You may request Autodesk’s consent to the assignment or other transfer by You of these Terms and Your rights and obligations under these Terms. Any such consent by Autodesk will be subject to demonstration by You that the transferee will comply with these Terms, that You will remain responsible for such compliance, and that You will no longer have any access to or use of any Offering (including any functionality of any Offering).

(iii) Notwithstanding the “Entire Agreement” section (Section 21.13) of these Terms, such section will not exclude Autodesk’s liability to You for (a) misrepresentations in voluntary statements about an Offering made by Autodesk to You that You rely on in purchasing the Offering; or (b) failure to provide pre-contract information regarding an Offering that Autodesk is required by the law of the country where You reside to provide to You before purchasing the Offering.

Also, nothing in these Terms purports to restrict or exclude (1) Autodesk’s liability for death or personal injury caused by Autodesk’s negligence or (2) statutory liability for products under the statute of a Member State of the European Union (e.g., the German Product Liability Act).

In addition, notwithstanding any limitations on Territory in these Terms, these Terms do not limit cross-border access or use (such as access or use in one Member State of the European Union of Offerings purchased in another Member State of the European Union) that is expressly authorized by applicable law.

* **23.2 Australia**

The following provision may apply to You depending on Your circumstances:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

In addition to your other rights and remedies under law in relation to the Offerings, Offerings that are legitimately purchased also come with a 90-day limited warranty as set out in these Terms. For Australian customers, the warranty is given by Autodesk Australia Pty Ltd, an Australian company with principal offices at Level 5, Building C, 11 Talavera Road, Macquarie Park, New South Wales, Australia. If an Offering does not provide the general features and functions described in the Documentation in the 90-day period after delivery to You, please call (+61) (0) 2 9844 8000 with details of Your product, serial number, place of purchase, details of the defect and Your return contact details.

Autodesk will not be responsible for user error and may refer any such issues to a supporting reseller, if any. You may be required to return the Offering to the address we provide to You at the time, at Your own cost.

DESPITE ANYTHING ELSE IN THESE TERMS, IF ANY OFFERING IS SUBJECT TO THE MANDATORY WARRANTIES OR GUARANTEES OF THE COMPETITION AND CONSUMER ACT (CTH) OR OTHER APPLICABLE LAW IN AUSTRALIA (THE “LAW”), AND SUCH LAW PERMITS AUTODESK TO LIMIT ITS LIABILITY FOR BREACH OF THESE WARRANTIES OR CONDITIONS, THEN AUTODESK’S LIABILITY FOR BREACH OF ANY SUCH WARRANTY OR GUARANTEE WILL BE LIMITED AT AUTODESK’S OPTION TO THE REPAIR, REPLACEMENT OR REPERFORMANCE (OR THE COST OF DOING SO) OF THE RELEVANT OFFERING.

* **23.3 Mainland China, Hong Kong, Macau and Taiwan**

If You acquired Your subscription in mainland China, the “Territory” for such subscription is Mainland China. Likewise, if You acquired Your subscription in Hong Kong, the “Territory” for such subscription is Hong Kong; if You acquired Your subscription in Macau, the “Territory” for such subscription is Macau, and if You acquired Your subscription in Taiwan, the “Territory” for such subscription is Taiwan.

**Annex C: Software Support & Maintenance Terms**

[Supplier to enter]

1. **Scope, Prior Terms, Maintenance Terms**

These Terms do not apply to (i) subscriptions purchased before May 18, 2018, unless renewed on or after that date, or (ii) terms on which Autodesk has agreed to provide maintenance for Software that was previously licensed to You on a perpetual basis. Rather, those subscriptions and maintenance arrangements continue to be subject to their existing terms, which are available at [**Prior Subscription Terms, Maintenance Terms**](https://www.autodesk.com/company/legal-notices-trademarks/autodesk-terms-and-conditions-legacy).

1. **9. Software**

If You order Software for delivery, or You order an Offering that includes Software (for example, if a Web Service Offering requires client Software), the Software will at Autodesk’s discretion be made available for download through Your account or other electronic means or delivered to You by Autodesk or an Autodesk-authorized third party. Additional fees may apply for delivery of physical media or other tangible embodiments of Software. No matter how Software is delivered, Autodesk will not be liable for any losses or other liability incurred by You or others due to late delivery or delivery to an incorrect address.

For any Offering consisting of Software that Autodesk makes available or delivers to You, and subject to compliance with these Terms and all payment obligations, Autodesk grants to You a nonexclusive, non-sublicensable, nontransferable license, for the period of Your subscription, to install and use the Software (and permit Your Authorized Users to install and use the Software) solely (i) in accordance with the Documentation for the Offering and any applicable Special Terms, if any, and (ii) within the scope of Your subscription, including the permitted number, License Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification or other confirmation from Autodesk of Your subscription does not specify one or more of those attributes, the license will be (a) a Trial Version; (b) for You as an individual or, if You are a company or other legal entity, for one named employee; and (c) for use only within the country or jurisdiction where You acquired the Offering. You may not install, access or use (or allow installation of, access to or use of) any Software other than as authorized by such license and these Terms, and any other installation, access or use is unauthorized.

During the period of Your subscription, Autodesk may make available or deliver Updates or Upgrades to Software. All such Updates and Upgrades are subject to the same license and other terms as the Software to which the Updates or Upgrades apply. You are encouraged to promptly install and use all Updates and Upgrades made available to You during the subscription period. If You receive an Update or Upgrade for any Software, You may install and use both the previous version and the new version of the Software for testing and migration purposes for a maximum of 120 days (beginning on the first installation date for the new version), provided that, during such 120-day period, You do not use both versions concurrently for production use. After such 120 days, (i) Your (including Your Authorized Users’) right to access and use such previous version will end, and (ii) You must stop all access to and use of the previous version (including all access and use by Your Authorized Users), uninstall all copies of the previous version, and, at Autodesk’s request, destroy any such copies or return them to Autodesk or the reseller from which You acquired the Offering. For certain Offerings (because of Special Terms for the Offerings or because of exceptions granted by Autodesk under certain circumstances), You may have certain rights to continue using and accessing previous versions after such 120-day period. Such rights, if any, are set forth in the Previous Version Rights (see [**Subscription Benefits**](https://www.autodesk.com/company/terms-of-use/en/subscription-benefits)).

For the duration of a subscription, You may make one archival copy of the Software to which You subscribed solely for Your backup and archival purposes.

Any Software (including any Update or Upgrade) that Autodesk makes available or delivers to You is licensed for a limited subscription period, not sold, and You may not transfer or assign the license, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary or as otherwise expressly permitted by Autodesk in writing. Your subscription to a Web Service does not grant to You a license to the underlying Software used in providing the Web Service.

1. **10. Web Services**

If You subscribe to Web Services, Autodesk will provide those Web Services to You for the period of Your subscription, subject to compliance with these Terms and all payment obligations. You may access and use the Web Services solely (i) in accordance with the Documentation for the Offering and any applicable Special Terms, if any, (ii) for Your internal business purposes, in the form made accessible and/or provided by Autodesk, and (iii) within the scope of Your subscription, including the permitted number, Web Services Type, Territory and other attributes specified for the type and level that You selected when subscribing for the Offering. If Your Offering Identification or other subscription confirmation from Autodesk does not specify one or more of those attributes, Your Web Service will be (a) a Trial Version; (b) for You as an individual or, if You are a company or other legal entity, for use by one named employee; and (c) for use only within the country or jurisdiction where You acquired the Offering. You may not access or use (or allow access to or use of) any Web Service other than as authorized by these Terms, and any such access or use is unauthorized.

Autodesk will make the Web Services available to You consistent with the manner in which Autodesk makes such Web Services generally commercially available to users with the same subscription as You (including level, geography and other attributes).

Web Services will be provided using processes and safeguards that are designed to help maintain the security of Your Content. Autodesk from time to time may have external auditors prepare reports for Autodesk subscriber on Autodesk’s adherence to its security controls for certain Autodesk services. You may request from Autodesk a copy of such reports applicable to a Web Service to which You subscribe, subject to Your agreement with Autodesk on non disclosure of and restrictions on use of such reports. Autodesk expects to make available such reports no more frequently than once annually.

**Annex D: Software as a Service Terms – N/A**

**Annex E*:* Device as a Service Terms – N/A**

**Call-Off Schedule 7 (Key Supplier Staff) – N/A**

Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - N/A

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

### In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| "Breach of Security" | 1. the occurrence of:    1. any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or    2. the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, 2. in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2; |
| "Security Management Plan" | 1. the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time. |

# Complying with security requirements and updates to them

# The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

# The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

## Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

## If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

## Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

# Security Standards

## The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

## The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

### is in accordance with the Law and this Contract;

### as a minimum demonstrates Good Industry Practice;

### meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

### where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

## The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

## In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

# Security Management Plan

## Introduction

### The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

## Content of the Security Management Plan

### The Security Management Plan shall:

#### comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

#### identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

#### detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

#### be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

#### set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

#### set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

#### be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

## Development of the Security Management Plan

### Within twenty (20)Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

* + 1. If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
    2. The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

### Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

## Amendment of the Security Management Plan

### The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

#### emerging changes in Good Industry Practice;

#### any change or proposed change to the Deliverables and/or associated processes;

#### where necessary in accordance with paragraph 2.2, any change to the Security Policy;

#### any new perceived or changed security threats; and

#### any reasonable change in requirements requested by the Buyer.

### The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

#### suggested improvements to the effectiveness of the Security Management Plan;

#### updates to the risk assessments; and

#### suggested improvements in measuring the effectiveness of controls.

### Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

### The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

# Security breach

# Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

## Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

### immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

#### minimise the extent of actual or potential harm caused by any Breach of Security;

#### remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

#### prevent an equivalent breach in the future exploiting the same cause failure; and

#### as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

## In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

**Part A – Annex 1: Cyber Implementation Plan - N/A**

**Part B: Long Form Security Requirements – N/A**

**Part C: Commodity Service Security Requirements - N/A**

Call-Off Schedule 10 (Exit Management)

Part A: Long Form Exit Management Requirements – N/A

**Part B: Short Form Exit Management Requirements**

* 1. Within 20 (twenty) working days of the Start Date the Supplier must provide the Buyer with an exit plan which ensures continuity of service and which the Supplier will follow.
  2. The Supplier must ensure that the exit plan clearly sets out the Supplier’s methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its Replacement Supplier at the expiry or if the contract ends before the scheduled expiry.
  3. The exit plan should set out full details of timescales, activities and roles and responsibilities of the Parties for:
     1. the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier;
     2. the strategy for export and migration of Buyer data from the Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer;
     3. the transfer of project- specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier;
     4. the testing and assurance strategy for exported Buyer data;
     5. if relevant, TUPE-related activity to comply with the TUPE regulations;
     6. any other activities and information which are reasonably required to ensure continuity of Service during the exit period and an orderly transition.
  4. When requested, the Supplier will help the Buyer to migrate the Services to a Replacement Supplier in line with the exit plan. This will be at the Supplier’s own expense if the Call-Off Contract ended before the Expiry Date due to Supplier cause. Otherwise any additional costs incurred by the Supplier in providing such assistance shall be subject to the Variation Procedure

Call-Off Schedule 11 (Installation Works) – N/A

**Call-Off Schedule 12 (Clustering) - N/A**

Call-Off Schedule 13 (Implementation Plan and Testing)- N/A

Call-Off Schedule 14 (Service Levels) – N/A

**Call-Off Schedule 15 (Call-Off Contract Management) – N/A**

**Call-Off Schedule 16 (Benchmarking) – N/A**

**Call-Off Schedule 17 (MOD Terms)**

Definitions

* 1. This Schedule 17 shall be incorporated into all Call-Off Contracts placed by the Ministry of Defence
  2. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"MOD Terms and Conditions"** | the terms and conditions listed in this Schedule; |
| **"MOD Site"** | shall include any of Her Majesty's Ships or Vessels and Service Stations; |
| **"Officer in charge"** | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments; |

* 1. **Supplying to the Ministry of Defence**- the Supplier shall comply with all specified MOD additional terms where required. MOD source of CCS catalogue content is Basware Government eMarketplace. Orders, invoice and payment will be transacted through the Contracting Purchasing and Finance payment system.

1. Access to MOD sites
   1. The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
   2. The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
   3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
   4. Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
   5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
   6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
   7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
   8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

# DEFCONS and DEFFORMS

## The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract. Where a DEFCON or DEFORM is updated or replaced the reference below shall be taken as referring to the updated or replacement DEFCON/DEFORM.

## In the event of a conflict between any DEFCONs and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONs and DEFFORMS shall prevail.

**Annex 1 - DEFCONS & DEFFORMS**

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONs and DEFFORMs form part of this contract:

**DEFCONs**

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| **DEFCON No** | **Version** | **Description** |
| ***Applicable to all Lots:*** | | |
| DEFCON 5J | 18/11/16 | Unique Identifiers |
| DEFCON 76 | 06/21 | Contractors Personnel at Government Establishments |
| DEFCON 90 | 06/21 | Copyright |
| DEFCON 129J | 18/11/16 | The Use of The Electronic Business Delivery Form |
| DEFCON 507 | 07/21 | Delivery |
| DEFCON 513 | 07/21 | Value Added Tax |
| DEFCON 514 | 08/15 | Material Breach |
| DEFCON 515 | 06/21 | Bankruptcy and Insolvency |
| DEFCON 516 | 04/12 | Equality |
| DEFCON 518 | 02/17 | Transfer |
| DEFCON 520 | 08/21 | Corrupt Gifts and Payments of Commission |
| DEFCON 522 | 11/21 | Payment and Recovery OF Sums Due |
| DEFCON 524 | 12/21 | Rejection |
| DEFCON 524A | 02/20 | Counterfeit Materiel |
| DEFCON 525 | 10/98 | Acceptance |
| DEFCON 526 | 08/02 | Notices |
| DEFCON 527 | 09/97 | Waiver |
| DEFCON 529 | 09/97 | Law (English) |
| DEFCON 530 | 12/14 | Dispute Resolution (English Law) |
| DEFCON 531 | 09/21 | Disclosure of Information |
| DEFCON 532B | 09/21 | Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority) |
| DEFCON 537 | 12/21 | Rights of Third Parties |
| DEFCON 538 | 06/02 | Severability |
| DEFCON 539 | 08/13 | Transparency |
| DEFCON 550 | 02/14 | Child Labour and Employment Law |
| DEFCON 566 | 10/20 | Change of Control of Contractor |
| DEFCON 602B | 12/06 | Quality Assurance (without Quality Plan) |
| DEFCON 612 | 06/21 | Loss of or Damage to the Articles |
| DEFCON 659A | 09/21 | Security Measures |
| DEFCON 660 | 12/15 | Official Sensitive Security Requirements |

**DEFFORMs (Ministry of Defence Forms)**

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| **DEFFORM No** | **Version** | **Description** |
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**Call-Off Schedule 18 (Background Checks)**

1. When you should use this Schedule
   1. This Schedule should be used where Supplier Staff must be vetted before working on Contract.
2. Definitions
   1. “Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.
3. Relevant Convictions
   1. The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
   2. Notwithstanding Paragraph 2.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
      1. carry out a check with the records held by the Department for Education (DfE);
      2. conduct thorough questioning regarding any Relevant Convictions; and
      3. ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

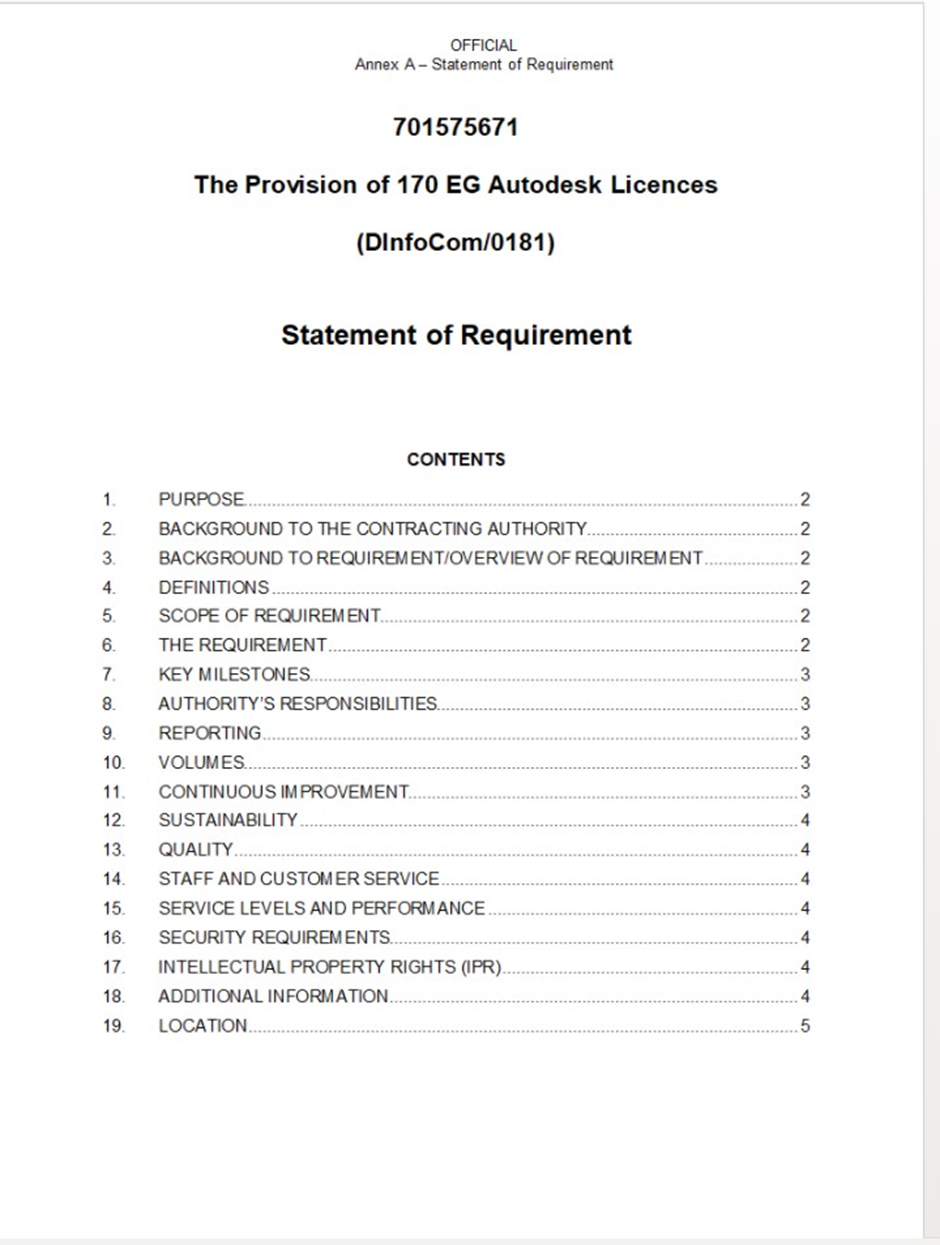
and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

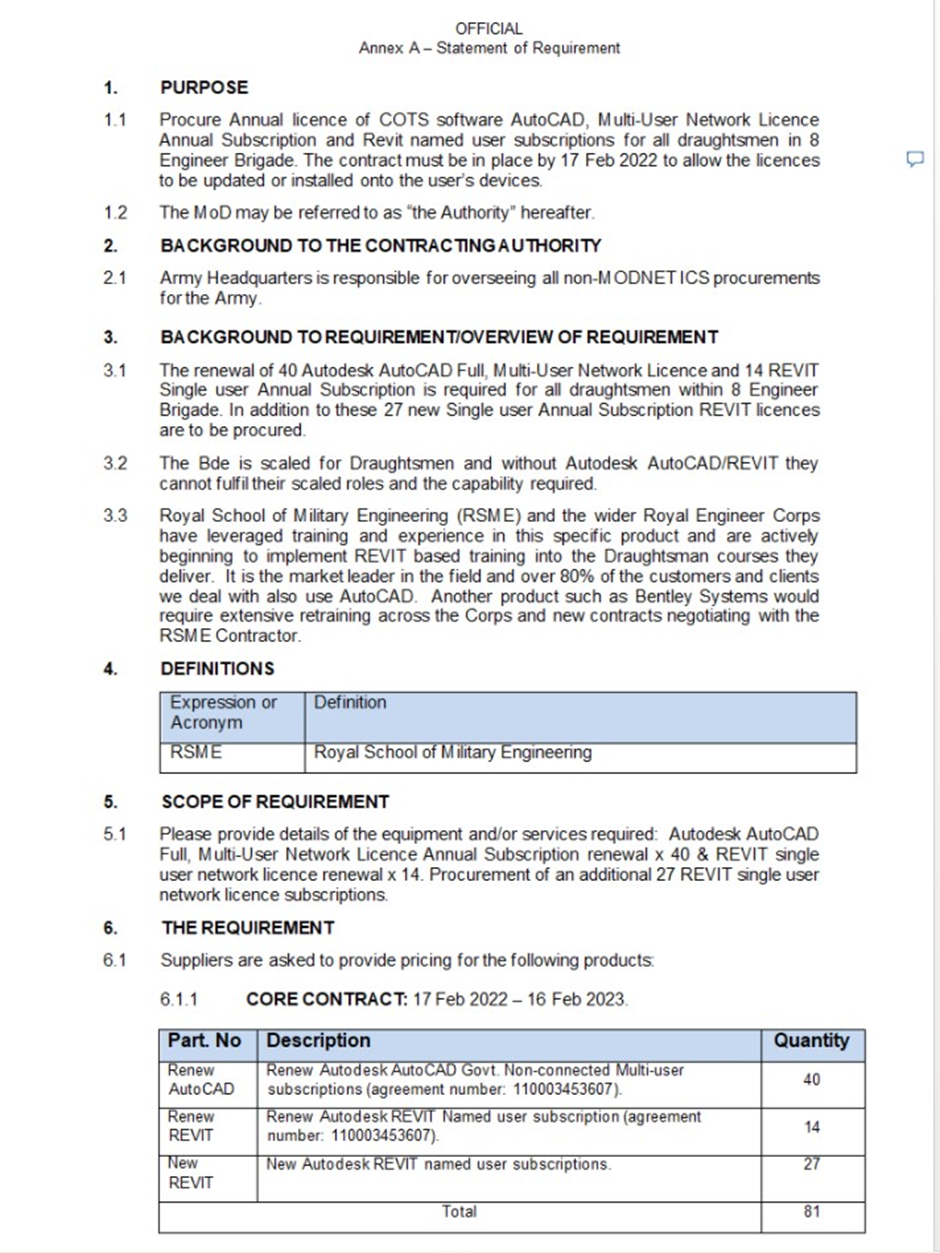
**Annex 1: Relevant Convictions**

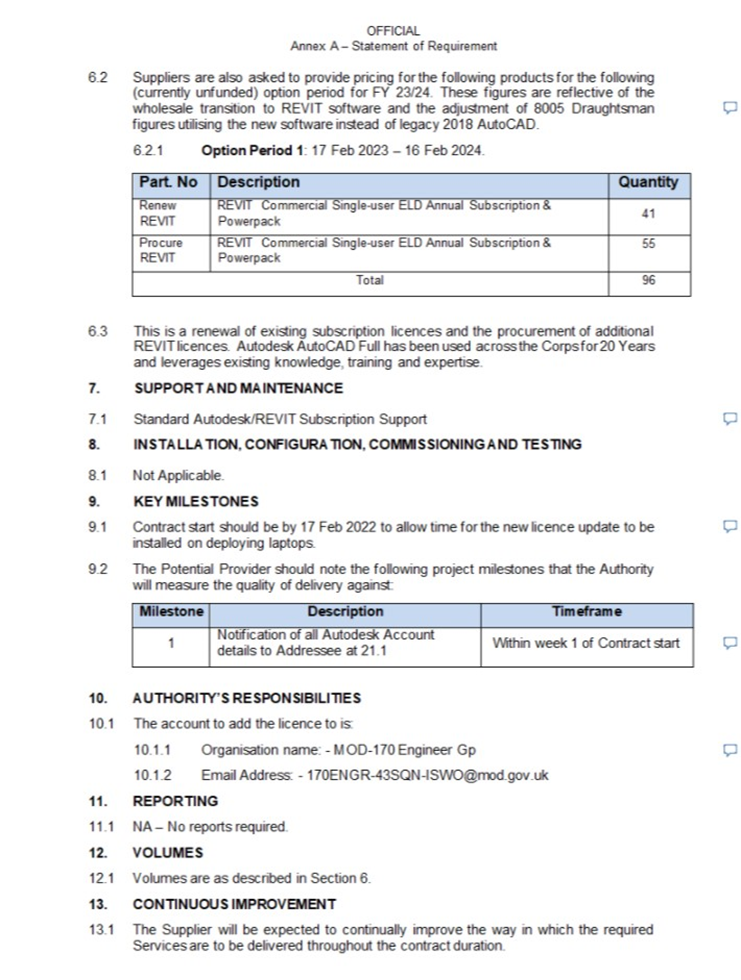
Any conviction passed in a Court of Law.

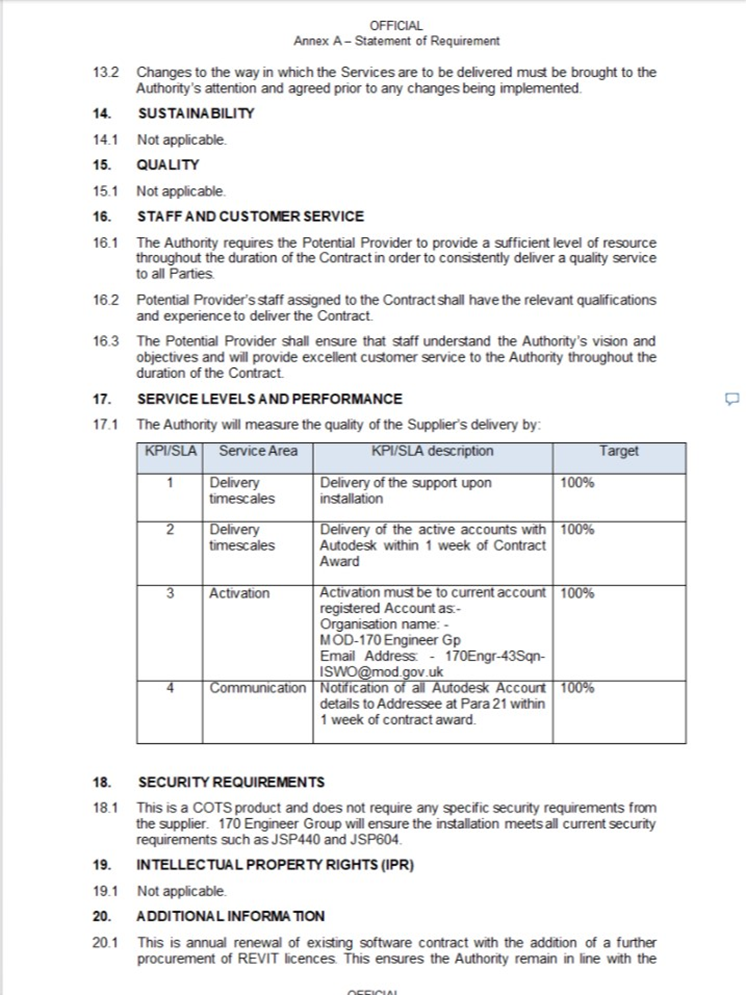
**Call-Off Schedule 19 (Scottish Law) – N/A**

**Call-Off Schedule 20 (Call-Off Specification)**

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**Call-Off Schedule 21 (Northern Ireland Law) – N/A**

# Call-Off Schedule 22 (Lease Terms) – N/A

**Call-Off Schedule 23 (Optional Provisions) – N/A**