

Top Four Terms to Remember when Purchasing Autodesk Software

By Keli Johnson

Software-license compliance can be a difficult task, and understanding the standard Autodesk Software License Agreement may present challenges. Here are four of the most important terms in that agreement to remember for compliance purposes:

1. License Terms Vary Regarding Installations.

- **a.** <u>Multi-seat license</u>. Although Autodesk generally restricts software installations to one installation per license, the license agreement provides exceptions based on the product in question. Some licenses are multi-seat licenses, which allow installations up to the number of seats the license specifies, which may vary.
- **b.** <u>Network license</u>. Unlike other licenses, a network license enables users to access the software by several computers on a network, up to the number of concurrent users specified by the network license.
- **c.** <u>Education Institution and Student Version licenses</u>. This type of license allows multiple installations of the software exclusively for educational purposes up to the number of installations permitted by the individual license.
- **d.** Evaluation (Trial) Version. Autodesk offers potential buyers the opportunity to test a product before purchasing the full version by downloading a trial version. This version may only be installed for a maximum of thirty (30) days and must be uninstalled at the expiration of that period. Importantly, the software also may be used only for evaluation purposes, and not for production or testing.

2. Four-Month Grace Period To Remove Old Versions.

The Autodesk license agreement requires any product that has been upgraded or updated with a new version to be uninstalled or otherwise destroyed within 120 days of upgrading. Additionally, Autodesk may require the consumer to show proof of the destruction or removal of the product.

3. Licenses Cannot Be Transferred Without Written Consent.

Autodesk does not allow a license to be transferred to another user without written consent. This may work to restrict an employee from purchasing a product and receiving a reimbursement from the company for the product to transfer ownership.

4. Autodesk Reserves the Right to Audit.

Perhaps the most important provision regarding software compliance is the auditing provision. Autodesk expressly reserves the right to audit the installations of Autodesk products with reasonable



notice. This provision enables Autodesk to conduct the inspection on-site and to assess a fee for any unlicensed installations.

It is important to review and understand the entire license agreement, and specifically the above terms. If facing an audit by Autodesk, it also is important to seek legal counsel with experience in defending against such matters.



About the author Keli Johnson:

As an associate attorney at Scott & Scott, LLP, Keli is primarily focused on software licensing and copyright infringement matters. She advises clients in a variety of industries to ensure compliance with software licenses and develop strategies for maximizing the value of software licenses.

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