

## AUTODESK DATA PROCESSING ADDENDUM

### BETWEEN:

- (1) Autodesk, Inc. or the Autodesk Affiliate that is party to the Terms (the “Autodesk Party”, as defined in the Terms); and
- (2) The individual agreeing to this Data Processing Addendum, including its schedules (“**Addendum**”) 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**”)  
  
(together “**the parties**” and separately “**a party**”).

### BACKGROUND

- (A) Your use of the Offerings is subject to the Terms. This Addendum supplements the Terms and these documents together define Your and Autodesk’s obligations regarding the Offerings.
- (B) As part of delivering the Offerings, Autodesk will process Your Personal Data. Accordingly, the parties now enter into this Addendum in order to set out their roles and obligations in compliance with Data Protection Laws.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

### OPERATIVE PROVISIONS

#### 1. DEFINITIONS

- 1.1 Except as provided below, all defined terms in this Addendum will have the meanings set out in the Terms.
- 1.2 In this Addendum the words and phrases below will have the following meanings given to them unless the context requires otherwise:

The terms “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**process/processing**”, “**Processor**”, “**Special Categories of Data**” and “**Supervisory Authority**” shall have the meaning set out under Data Protection Laws, or where not specifically defined under Data Protection Laws, the same meaning as analogous terms in those Data Protection Laws. For example: (i) where the EU GDPR or UK GDPR is applicable, “**Controller**” means the person or entity that determines the purposes and means of processing Personal Data, and where the CCPA is applicable includes any “**business**” as that term is defined by the CCPA, and (ii) where the EU GDPR or UK GDPR is applicable, “**Processor**” means an entity that processes Personal Data on behalf of a Controller, and where the CCPA is applicable includes any “**service provider**” as that term is defined by the CCPA;

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with the subject entity. “**Control**,” is defined as (1) direct or indirect ownership; and (2) ownership of more than 50% of the voting interests of the subject entity;

“**Applicable Law**” means all regional, national and international laws, rules and regulations including those imposed by any governmental or regulatory authority which apply from time to time to the person or activity in the circumstances in question;

“**Autodesk Company**” means individually, Autodesk, Inc. (ultimate parent company of the Autodesk Group), and each Affiliate of Autodesk, Inc. that is a signatory to the Autodesk intra-group data transfer agreement relating to the Autodesk Processor BCR Policy;

“**Autodesk Processor BCR**” means Autodesk’s processor binding corporate rules for the processing of Personal Data, the most current versions of which are available on Autodesk’s website, currently located at <https://www.autodesk.com/trust/privacy>,

which governs transfers of Personal Data to third countries to and between Autodesk Companies, and to third-party Subprocessors. The scope of application of the Autodesk Processor BCR is set out in section 8 of this DPA.

**“CCPA”** means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations, each as amended;

**“Data Privacy Framework”** means the EU-U.S. Data Privacy Framework, the system of certification by which U.S. organizations commit to a set of privacy principles issued by the U.S. Department of Commerce, for which the EU Commission initially adopted an adequacy decision on 10 July 2023; the related Swiss-U.S. Data Privacy Framework; and the UK Extension to the EU-U.S. Data Privacy Framework, as applicable;

**“Data Protection Laws”** means applicable laws, regulations, or other legally binding obligations (including any and all legislative and/or regulatory amendments or successors thereto) of any jurisdiction that relate to the processing of Personal Data under this Addendum, including but not limited to, as applicable, European Data Protection Laws, UK Data Protection Laws, and US Data Protection Laws;

**“EU GDPR”** means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

**“Europe”** means the European Economic Area plus Switzerland;

**“European Data Protection Laws”** means any applicable laws, regulations, or other legally binding obligations (including any and all legislative and/or regulatory amendments or successors thereto) of Europe that govern or otherwise apply to Personal Data processed under this Addendum, including the EU GDPR and the FADP;

**“FADP”** means the Switzerland Federal Act on Data Protection of 19 June 1992 (SR 235.1);

**“Offerings”** means all products and services provided by Autodesk, including software, cloud services, maintenance, and support for Autodesk services and products as set out in the Terms, excluding Constructionware which will no longer part of Autodesk’s offerings;

**“Online Addendum”** means this Addendum currently available as may be updated from time to time;

**“Subprocessor”** means a Processor appointed by Autodesk to assist Autodesk in providing the Offerings on Your behalf;

**“Terms”** means the applicable contractual terms (including terms of service, terms of use, or other additional agreement) for each product or service within the Offerings to which You have agreed;

**“Transfer Clauses”** means Sections I, II and III (as applicable) in so far as they relate to Module Two (Controller-to-Processor) and/or Module Three (Processor-to-Processor) within the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by Commission Implementing Decision (EU) 2021/914 of 4 June 2021;

**“UK”** means the United Kingdom of Great Britain and Northern Ireland;

**“UK Data Protection Laws”** means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in the UK that govern or otherwise apply to Personal Data processed under this Addendum, including the UK GDPR and the Data Protection Act 2018;

**“UK GDPR”** means the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

**“US Data Protection Laws”** means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in the United States at the federal or state level that govern or otherwise apply to Personal Data processed under this Addendum, including without limitation the CCPA; Colorado Privacy Act, Col.

Rev. Stat. § 6-1-1301 et seq.; Connecticut Data Privacy Act, S.B. 6; Virginia Consumer Data Protection Act, S.B. 1392 § 59.1 et seq.; and Utah Consumer Privacy Act, S.B. 227;

“**Your Personal Data**” means any Personal Data uploaded to the Offerings or otherwise provided to Autodesk by You that Autodesk processes as Your Processor, as described in Schedule 1 to this Addendum. “Your Personal Data” does not include Personal Data that Autodesk receives from You or Your end users of the Offerings that Autodesk Processes as a Controller.

**2. RELATIONSHIP WITH THE TERMS, AS MODIFIED**

2.1 Unless explicitly amended by this Addendum or there is any conflict or inconsistency between the provisions in the Terms and this Addendum (in which case the provisions of this Addendum take precedence), all other provisions of the Terms continue to apply unmodified.

2.2 In the event that the Autodesk Processor BCR, Data Privacy Framework, or Transfer Clauses apply to the processing of Your Personal Data and in case of any conflict or inconsistency between the provisions in the Autodesk Processor BCR, Autodesk certification to the Data Privacy Framework, or Transfer Clauses and this Addendum, the provisions of the Autodesk Processor BCR, Data Privacy Framework, or Transfer Clauses, as applicable, take precedence over conflicting provisions in this Addendum.

**3. STATUS OF PARTIES**

3.1 Under this Addendum, You are the Controller and Autodesk is the Processor of Your Personal Data. Autodesk will not assume any responsibility for determining the purposes for which Autodesk processes Your Personal Data on Your behalf.

3.2 For the avoidance of doubt, this Addendum does not affect Autodesk’s right to process Personal Data received from or on behalf of You about You or end users of the Offerings as a Controller for the purposes described in the Autodesk Privacy Statement. In all such cases, Autodesk will apply the measures described in Section 6.1 and will comply with Data Protection Laws.

**4. SCOPE OF DATA PROCESSING**

4.1 All parties will comply and use reasonable efforts to support each other in their efforts to comply with their respective obligations under Data Protection Laws.

4.2 The details of the processing under this Addendum are further specified in Schedule 1 to this Addendum.

**5. PROCESSOR OBLIGATIONS**

5.1 Autodesk will process Your Personal Data on Your behalf in accordance with the Terms, the provisions of this Addendum, and Your documented instructions. Without prejudice to Section 8 of this Addendum, Autodesk will only transfer Your Personal Data subject to the EU GDPR or UK GDPR outside Europe or the UK, respectively, on documented instructions from You.

5.2 Autodesk shall not process Your Personal Data for purposes other than those identified in Section 5.1 of this Addendum unless required to do so under Applicable Law. In such case, Autodesk will inform You of that legal requirement unless prohibited by Applicable Law.

5.3 Autodesk will notify You if Autodesk believes that an instruction issued by You with respect to Autodesk’s processing of Your Personal Data poses a material risk of putting either party in breach of their respective obligations under Data Protection Laws, unless prohibited by Applicable Law on important grounds of public interest.

5.4 Autodesk will make commercially reasonable efforts, taking into account the nature of the processing and information available to Autodesk, by appropriate technical and organizational measures, to assist You where reasonably requested by You in fulfilling Your obligations under Data Protection Laws relating to Data Subjects’ rights, security, privacy impact assessments and consultation with the Supervisory Authority prior to processing, and to demonstrate Autodesk’s compliance with Data Protection Laws, where required. Autodesk reserves the right to seek reimbursement from You for reasonable costs associated with Autodesk providing such assistance.

- 5.5 If Autodesk receives a request to exercise rights granted to a Data Subject under Data Protection Laws and Autodesk Processes Your Personal Data that contains Personal Data about that Data Subject, Autodesk will instruct, within a reasonable period, the requestor to contact You with such request.
- 5.6 Where Autodesk has appointed or wishes to appoint a Subprocessor under this Addendum to process Your Personal Data:
- (a) Autodesk will only engage Subprocessors which provide sufficient guarantees such that the processing they carry out will meet the requirements of Data Protection Laws.
  - (b) Autodesk will impose on Subprocessors in substance the same data protection obligations imposed by this Addendum on Autodesk to the extent the obligations are applicable to the services provided by that Subprocessor, including appropriate contractual provisions and security measures designed to protect Your Personal Data in accordance with Data Protection Laws.
  - (c) A list of the Subprocessors used by Autodesk is available [here](#). You authorize the engagement of the Subprocessors used by Autodesk at the date of execution of the Addendum, including Autodesk Affiliates. You authorize Autodesk to engage new Subprocessors not included in the list at the date of the execution of this Addendum, whether as a replacement for an existing or as an additional Subprocessor. Autodesk will inform You of the engagement of any new Subprocessor by updating the list of Subprocessors. If You reasonably believe that any new Subprocessor presents an unreasonable risk to You or prevents You from complying with Data Protection Laws, You may, within thirty (30) days of receiving such notice from Autodesk, object to the engagement of the new Subprocessor. If You reasonably object to the engagement of a new Subprocessor, the parties will come together in good faith to discuss a resolution. Autodesk may choose to: (i) not engage the new Subprocessor or (ii) take corrective steps as may be reasonably requested by You in your objection and use the new Subprocessor. If none of these options are reasonably possible and You continue to object for a legitimate reason, You may terminate the Terms and this Addendum by written notice in accordance with Section 10 of this Addendum in relation to those Offerings that involve the processing of Personal Data by the proposed new Subprocessor.
  - (d) The selection of a Subprocessor under Section 5.6 does not release Autodesk from its responsibility for its obligations under this Addendum. Autodesk is responsible for the processing of Your Personal Data by such Subprocessor as provided in Data Protection Laws.
- 5.7 Autodesk assesses its compliance against data protection and information security standards on a regular basis. Such assessments are conducted by Autodesk or by third parties engaged by Autodesk. The specific assessments, and the data protection and information security certifications Autodesk has achieved, will necessarily vary depending upon the nature of the Offerings in question. Upon Your written request, and subject to obligations of confidentiality, Autodesk will allow for and contribute to audits by making available to You a summary of its most recent relevant assessment report and/or other documentation reasonably required by You which Autodesk makes generally available to its customers, so that You can verify Autodesk's compliance with this Addendum ("**Your Audit Rights**"). Your Audit Rights may be exercised only once in any twelve-month period starting from the date of the execution of this Addendum except where: (i) You are required to exercise Your Audit Rights by a Supervisory Authority; (ii) in the event that Autodesk notifies You of a Personal Data Breach under Section 6.4; or (iii) such an audit is required by Data Protection Laws. You are responsible for reasonable costs and fees for the time Autodesk expends responding to Your Audit Rights, in addition to the rates for services performed by Autodesk. For the avoidance of doubt, no access to any part of Autodesk systems, data hosting sites or centers, or infrastructure will be permitted except if required by Data Protection Laws.
- 5.8 Where the Offerings involve the processing of Personal Data that is subject to US Data Protection Laws, Autodesk will process such Personal Data in accordance with Schedule 3 of this Addendum.
6. **SECURITY MEASURES AND PERSONAL DATA BREACHES**
- 6.1 Autodesk will implement and will maintain appropriate technical, physical and organisational measures (including imposing appropriate confidentiality provisions on its employees, agents and Subprocessors) to protect Your Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and other unlawful forms

of processing (“**Security Measures**”). Having regard to the state of the art and cost of their implementation, Autodesk agrees that such Security Measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of Your Personal Data to be protected and constitute reasonable security practices and procedures under Data Protection Laws. Such measures will at a minimum include those identified in Schedule 2 to this Addendum.

- 6.2 The Security Measures are subject to technical progress, and Autodesk reserves the right to update or modify the Security Measures from time to time provided that such updates or modifications do not foreseeably result in the degradation of the overall security of the Offerings.
- 6.3 You are responsible for using and configuring the Offerings in a manner that enables You to comply with Data Protection Laws, including implementing appropriate technical and organizational security and confidentiality measures.
- 6.4 After becoming aware of a breach of Your Personal Data, Autodesk will notify You about the breach in accordance with Applicable Law and provide reasonable assistance to You with respect to Your investigation of the breach and Your compliance with Applicable Law related to the breach including, but not limited to, any legal obligation to issue notifications about the breach.
- 6.5 During the term of this Addendum, Autodesk will take reasonable steps to limit its personnel to processing Your Personal Data only in accordance with the Terms, the provisions of this Addendum, and instructions from You unless Applicable Law requires or permits Autodesk to process Your Personal Data for another purpose.

## 7. **CONFIDENTIALITY**

7.1 Autodesk will take reasonable steps so that all of its personnel involved in the processing of Your Personal Data:

- (a) undertake to maintain its confidentiality; and
- (b) undergo adequate training in the care, protection and handling of Personal Data.

## 8. **INTERNATIONAL DATA TRANSFERS**

8.1 Where the Offerings involve the processing of Personal Data that is subject to European Data Protection Laws and where such Personal Data is transferred directly or via onward transfer to a third country that does not maintain an adequate level of privacy protection (as defined under applicable European Data Protection Laws):

- (a) To the extent possible, the parties agree that such transfer will be made in reliance on the Autodesk Processor BCR and that Autodesk shall process the Personal Data in compliance with the Autodesk Processor BCR.
- (b) Where Section 8.1(a) does not apply to such processing and the recipient in the third country is Autodesk Inc. or its Affiliate in the United States that is subject to an active certification with the Data Privacy Framework, and the Data Privacy Framework is subject to a valid adequacy decision under applicable European Data Protection Laws, the parties agree that such transfer will be made in reliance on the Data Privacy Framework and that Autodesk shall process the Personal Data in compliance with the Data Privacy Framework’s principles.
- (c) Where Sections 8.1(a) and (b) do not apply to such processing, the parties will comply with the terms of the Transfer Clauses, which the parties hereby agree to incorporate into this Addendum by reference subject to the following provisions:
  - (i) The parties’ signature to this Addendum or to the Terms shall be considered as signature to the Transfer Clauses;
  - (ii) Clause 7 (Docking Clause) shall apply;
  - (iii) Option 2 under paragraph (a) of Clause 9 (Use of sub-processors) shall apply and “[Specify time period]” be replaced with “30 (thirty) days”;

- (iv) The option under Clause 11 (Redress) of the Transfer Clauses shall not apply;
- (v) For the purposes of paragraph (a) of Clause 13 (Supervision) the data exporter shall be considered as established in an EU Member State;
- (vi) The governing law for the purposes of Clause 17 (Governing law) shall be the law of the Republic of Ireland;
- (vii) The courts under Clause 18 (Choice of forum and jurisdiction) shall be the courts of the Republic of Ireland;
- (viii) The contents of Section 1 of Schedule 1 to this Addendum (respective roles of the parties) shall form Annex I.A to the Transfer Clauses (List of Parties);
- (ix) The contents of Section 2 of Schedule 1 to this Addendum (in relation to categories of data subjects, categories of personal data and special categories of personal data or sensitive data, countries or origin, processing locations, nature of the processing, purposes of the transfer, duration of processing and retention periods) shall form Annex I.B to the Transfer Clauses (Description of Transfer);
- (x) The Data Protection Commissioner in Ireland shall act as competent supervisory authority for the purposes of Annex I.C of the Transfer Clauses (Competent Supervisory Authority);
- (xi) The contents of Schedule 2 to this Addendum (description of technical and organizational measures by the Data Importer) shall form Annex II (Technical and organizational measures including technical and organizational measures to ensure the security of the data).
- (xii) Where the Personal Data transferred is subject to the FADP, the parties will comply with the terms of the Transfer Clauses as amended by the following provisions in order for the Transfer Clauses to be suitable for ensuring an adequate level of protection for such transfer in accordance with Article 6(2)(a) of the FADP:
  - (1) "FDPIC" means the Swiss Federal Data Protection and Information Commissioner.
  - (2) "Revised FADP" means the revised version of the FADP of 25 September 2020, which is scheduled to come into force on 1 January 2023.
  - (3) The term "EU Member State" must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility for suing their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).
  - (4) The Transfer Clauses also protect the data of legal entities until the entry into force of the Revised FADP.
  - (5) The FDPIC shall act as the "competent supervisory authority" insofar as the relevant data transfer is governed by the FADP.

8.2 Where the Offerings involve the processing of Personal Data that is subject to UK Data Protection Laws and where such Personal Data is transferred directly or via onward transfer to a third country that does not maintain an adequate level of privacy protection (as defined under UK Data Protection Laws):

- (a) Where the recipient in the third country is Autodesk Inc. or its Affiliate in the United States that is subject to an active certification with the Data Privacy Framework, and the Data Privacy Framework is subject to a valid adequacy decision under UK Data Protection Laws, the parties agree that such transfer will be made in reliance on the Data Privacy Framework and that Autodesk shall process the Personal Data in compliance with the Data Privacy Framework's principles.
- (b) Where Section 8.2(a) does not apply to such processing, the parties will comply with the terms of Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as

it is revised under Section 18 of those Mandatory Clauses (the “**UK Addendum**”). The parties also agree (i) that the information included in Part 1 of the UK Addendum is as set out in Schedule 1 to this Addendum and (ii) that [the Autodesk Party/either party] may end the UK Addendum as set out in Section 19 of the UK Addendum.

8.3 Autodesk reserves the right to add or make changes to this Section 8 if, at any time, a Supervisory Authority or Data Protection Laws require any further steps to be taken in order to permit the transfer of Your Personal Data to Autodesk, or processing of Your Personal Data by Autodesk, as contemplated under this Addendum (e.g., entering into additional country-specific processing or cross-border transfer clauses, executing or re-executing the Transfer Clauses as separate documents setting out the proposed transfers). In such case, the parties will reasonably cooperate with each other to ensure that the transfer of Your Personal Data meets the requirements of Data Protection Laws.

9. **RETURN AND DESTRUCTION**

Following termination or expiration of the Offerings and having received written instructions from You, Autodesk will either delete or return all Your Personal Data unless Applicable Law requires or permits Autodesk to store Your Personal Data.

10. **TERMINATION**

10.1 For the avoidance of doubt, this Addendum terminates simultaneously with any termination of the Terms.

10.2 If You terminate the Terms or this Addendum for reasons other than breach by Autodesk of its obligations under the Terms or under this Addendum, under no circumstances will You be entitled to a refund for any fees paid or credit against fees due in connection with the Offerings provided up to termination.

10.3 All notices for termination of this Addendum must be in writing.

11. **SCOPE MODIFICATIONS**

11.1 In the event that a party’s (the “**First Party**”) compliance with Data Protection Laws requires modifying the provisions of, or imposing additional provisions to, this Addendum, the First Party will notify the other party in writing (and both parties agree that notification by way of email is sufficient in this regard) and the parties will in good faith negotiate an amendment to this Addendum to address the requirements under Data Protection Laws and to come into effect on a date mutually to be agreed between the parties. If, after negotiating in good faith, the affected parties fail to reach an agreement, then either party may terminate this Addendum and the Terms applicable to the affected Offerings by written notice in accordance with Section 10 of this Addendum.

11.2 You will notify Autodesk promptly of any breach of this Addendum that You detect in the provision of the Offerings.

11.3 If Autodesk determines that the notification provided by You under Section 11.2 necessitates a change of the Offerings, Autodesk will use commercially reasonable efforts to agree such changes with You before they are implemented.

11.4 Autodesk may propose changes to the Addendum by updating the Online Addendum and informing You of the update (and the parties agree that a notification by way of email is sufficient in this regard). You will have a period of thirty (30) days from the effective date of the Online Addendum to comment on or object to the proposed change to Schedule 1. If You do not submit comments or objections within that period, the proposed change will take effect on the thirty first (31) day from the date of the effective date of the Online Addendum.

11.5 Unless otherwise stated in this Section 11, this Addendum can be amended or modified only in writing signed by authorized representatives of both parties.

12. **LIMITATION OF LIABILITY**

12.1 Each party’s and all of its Affiliates’ liability, taken together in the aggregate, arising out of or related to this Addendum, and all Addendums between Affiliates and Autodesk, whether in contract, tort or under any other theory of liability, is subject to

the 'Limitation of Liability' provisions of the Terms, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Terms and all Addendums together.

- 12.2 Autodesk's and its Affiliates' total liability for all claims from You and all of Your Affiliates arising out of or related to the Terms and each Addendum will apply in the aggregate for all claims under both the Terms and all Addendums established under this Agreement, including by You and all Affiliates, and, in particular, will not be understood to apply individually and severally to You and/or to any Affiliate that is a contractual party to any such Addendum.

13. **GOVERNING LAW**

Subject to Section 8 of this Addendum, this Addendum will be governed by and construed in accordance with the governing law that applies to You as specified in the Terms.

14. **AUTODESK PARTY**

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. Notwithstanding the signatures below of any other Autodesk entity, such other entities are not party to the Addendum or the Transfer Clauses.

<b>Your principal place of business (or, if You are an individual, the place of Your residency)</b>	<b>References to "Autodesk Party" means the following Autodesk entity:</b>
United States	Autodesk, Inc., a Delaware corporation
Mainland China, Hong Kong and Macau	Autodesk, Inc., a Delaware corporation
Europe, the Middle East or Africa	Autodesk Ireland Operations Unlimited Company, an Irish company
Asia, Oceania or the Asia-Pacific region, other than Mainland China, Hong Kong and Macau.	Autodesk, Inc., a Delaware corporation
Worldwide unless in a country or region described above	Autodesk, Inc., a Delaware corporation

15. **LEGAL EFFECT**

This Addendum will only become legally binding between You and Autodesk when You (i) complete the information in the signature box below and sign on page 9 and (ii) send the signed Addendum to Autodesk by email to [autodesk.dpa@autodesk.com](mailto:autodesk.dpa@autodesk.com). The Addendum will become legally binding upon receipt by Autodesk of the validly completed Addendum at this email address (the "**Effective Date**").



The parties authorized signatories have duly executed this Addendum as of \_\_\_\_\_ :

Customer Legal Name:

Print Name:

Title:

Date

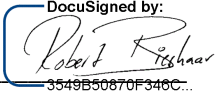
Signature: \_\_\_\_\_

**Autodesk Inc**

Print Name: Robert Bieshaar

Title: Senior Director

Date: 07 November 2023

Signature: \_\_\_\_\_  3549B50870F346C...

**Autodesk Ireland Operations Unlimited Company**

Print Name: Cormac Fitzpatrick

Title: Director

Date: 08 November 2023

Signature: \_\_\_\_\_  76DA58683B86462...

## SCHEDULE 1

### DETAILS OF THE PROCESSING ACTIVITIES

This Schedule forms part of the Addendum and also serves as Annex I and Annex II to the Transfer Clauses.

#### 1. List of parties

**Data exporter:** Where the Offerings involve the processing of Personal Data that is subject to European Data Protection Laws and where such Personal Data is transferred directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of the applicable European Data Protection Laws, You and/or Your Affiliates will be the data exporter/s. The activities relevant to the transfer of Your Personal Data under the Transfer Clauses (where applicable) relate to the reception of the Offerings provided by Autodesk under the Terms.

Contact person's name, position and contact details: As noted in the email address used to execute this Addendum as per the process set out in section 15 of the Addendum (Legal Effect).

**Data importer:** Where the Offerings involve the processing of Personal Data that is subject to European Data Protection Laws and where such Personal Data is transferred directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of the applicable European Data Protection Laws, the Autodesk Party (as determined by section 14 of the Addendum) will be the data importer. The activities relevant to the transfer of Your Personal Data under the Transfer Clauses (where applicable) relate to the provision of Offerings by Autodesk under the Terms.

Contact person's name, position and contact details: Richard Greene - Senior EU Privacy Counsel, [privacy.questions@autodesk.com](mailto:privacy.questions@autodesk.com)

#### 2. Description of processing/transfer

##### **Data subjects**

- Current, past and prospective customers and clients of the Offerings
- Business partners and vendors of data exporter
- Authorized Users of the Offerings

##### **Categories of personal data**

You may submit Personal Data to the Offerings, the extent of which is determined and controlled by You in your sole discretion, and which may include, but is not limited to the following Personal Data:

- Any Personal Data contained in Content submitted or uploaded to the Offerings by You, for example contained in (1) any files, designs, models, data sets, images, documents or similar material submitted or uploaded to the services; (2) specific output generated from the services, if any, based on raw data or information; and (3) any software application, plug-in and other computer program or similar material (including any modules and components, functions and features of a computer program) developed using the services.
- Any personal data of Authorized Users, including records of interaction with Authorized Users (including customer service records, correspondence and details of complaints and their resolution); account information; communication preferences; website registration information; personal data collected through the use of cookies set by or on behalf of Autodesk.
- Electronic personal data including IP addresses and personal data collected through the use of cookies, unique user ID, geographic location, data around Your application session, document session, system, device set up and configuration plus which applications are used and how they are licensed.

***Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having***

*followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

Not applicable.

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

Continuous basis.

***Nature of the processing***

The Personal Data transferred will be subject to the following basic processing activities:

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Using data, including analysing, consultation, testing, automated decision making, profiling, and anonymising
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion

***Purposes of the data transfer and further processing***

The personal data transferred to or accessed by Autodesk will be used only for the purposes of providing the Offerings to You as further described in the Terms, including:

- **Administration of Entitlements and Membership Records:** Including maintaining records of and managing entitlements such as licenses and subscriptions for which the data importer is responsible; providing access to websites and applications; providing services, support or information; distributing application service packs; providing notices about upcoming events like an account or subscription expiration date;
- **Business Operations:** Including delivering goods and rendering services; invoicing, collecting and processing payments; logging customer contact information; providing customer service; determining whether to accept customers; reviewing and forecasting customer activity; managing staff performance and customer interaction; maintaining service levels; addressing customer complaints and enquiries; managing mergers, acquisitions, and re-organizations or disposals.

**The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

Provision of the Offerings.

***For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing***

As set out above and as necessary for the provision of the Offerings.

**3. Technical and organisational measures including technical and organisational measures to ensure the security of the data**

*Description of the technical and organisational measures implemented by the data importer (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

Data importer has implemented and will maintain the technical and organizational security and confidentiality measures described in Section 6 and Schedule 2 of this Addendum.

**SCHEDULE 2****TECHNICAL & ORGANIZATIONAL MEASURES**

Autodesk has implemented the following administrative, physical, technical and organizational security measures, at a minimum, to protect all Personal Data Processed under this Addendum:

<b>Subject Matter</b>	<b>Measures</b>
<b>Organization of Information Security</b>	<p>Autodesk will maintain the following (or materially equivalent) organizational security controls:</p> <ul style="list-style-type: none"> <li>a. Information security awareness training is provided to all employees. The training includes an acknowledgement of and commitment to the Autodesk Information Security Policy. Additional security training (e.g., secure development practices) is also required for certain job roles.</li> <li>b. Employees with access to confidential data are hired under organizational procedures, including a detailed application form, background verification (where allowed by law), and agreement to confidentiality terms.</li> <li>c. All company employees are required to comply with the Autodesk Code of Business Conduct.</li> <li>d. Regular internal and external independent assessments are conducted to identify potential areas of improvement.</li> </ul>
<b>Security Program</b>	<ul style="list-style-type: none"> <li>a. Security Program. Autodesk will maintain a security program that establishes processes and safeguards designed to maintain security at an appropriate level.</li> <li>b. Industry Standards. Autodesk's security program is designed based on relevant industry standards, presently including but not limited to ISO 27001, ISO 27017, ISO 27018, NIST recommended practices, and CIS Benchmarks.</li> <li>c. Information Security Policy. Autodesk will maintain a written, enterprise-wide Information Security Policy designed to protect the confidentiality, integrity, and availability of customer data. The Information Security Policy establishes written standards and guidelines regarding information security in Autodesk's operations and the conduct of its personnel, including those relating to acceptable use, access control, authentication, device security, security monitoring, supplier security management, and incident management, among others.</li> </ul>
<b>Physical Security Controls.</b>	<p>Control of physical access to Autodesk facilities will be maintained by the use of a card access or other equivalent system that provides reasonable assurance that access to its facilities is limited to authorized individuals. Physical security measures are regularly assessed, including through review of independent reports.</p>
<b>Business Continuity Planning</b>	<p>Autodesk maintains a Business Continuity plan and Disaster Recovery process that includes recovery and restoration procedures. Autodesk provides availability and health information at Autodesk's Health Dashboard.</p>
<b>Authentication.</b>	<p>Autodesk maintains policies and standards for accounts and passwords to protect user information. Industry-standard cryptographically strong hashing algorithms are implemented prior to storing user passwords or credentials.</p>
<b>Encryption</b>	<p>Autodesk maintains a Cryptographic Controls Policy and enforces industry standard encryption algorithms to secure data in transit and data at rest, using encryption keys from trusted enterprise providers.</p>

## SCHEDULE 3

### US DATA PROTECTION LAW TERMS

This Schedule forms part of the Addendum and applies to Autodesk's processing of Personal Data that is subject to US Data Protection Laws. In case of any conflict or inconsistency between any provision in this Schedule and a provision elsewhere in the Addendum, this Schedule shall take precedence with respect to the point of conflict.

#### 1. DEFINITIONS

"**CCPA Personal Data**" means Personal Data, the processing of which is subject to the CCPA; and

"**Deidentified Data**" shall have the meaning of that term or analogous terms as set out under applicable US Data Protection Laws.

#### 2. DEIDENTIFIED DATA

2.1 In connection with the processing of Deidentified Data, Autodesk will:

- (a) take reasonable measures to ensure that the data cannot be associated with an individual or, where the CCPA applies, a household;
- (b) publicly commit to maintain and use the data only as Deidentified Data; and
- (c) contractually obligate any recipients of Deidentified Data to comply with this Section 2.1 of Schedule 3.

2.2 Notwithstanding Section 2.1 of this Schedule 3, Autodesk may attempt to reidentify Deidentified Data for the purpose of determining whether its deidentification processes satisfy the requirements of US Data Protection Laws.

#### 3. CCPA

The following terms apply to Autodesk's processing of CCPA Personal Data:

3.1 Autodesk acknowledges that You are disclosing CCPA Personal Data to Autodesk only for the limited and specified purposes set forth in the Agreement.

3.2 Autodesk will not:

- (a) retain, use, or disclose CCPA Personal Data except as necessary to provide the Services or as otherwise required by law;
- (b) "sell" or "share" CCPA Personal Data, as those terms are defined by the CCPA;
- (c) retain, use, or disclose CCPA Personal Data outside of the direct business relationship between You and Autodesk; and
- (d) combine any CCPA Personal Data with Personal Data that Autodesk receives from or on behalf of any other third party or its interactions with Data Subjects, provided that Autodesk may so combine CCPA Personal Data to perform a "business purpose," as defined by the CCPA, or as otherwise expressly permitted by the CCPA.

3.3 Autodesk will provide the same level of privacy protection for CCPA Personal Data as is required by the CCPA.

3.4 You may take reasonable and appropriate steps to help ensure that Autodesk uses CCPA Personal Data in a manner consistent with Your obligations under the CCPA.

3.5 Autodesk will notify You if Autodesk determines it can no longer meet its obligations under the CCPA.

- 3.6 You may, upon reasonable notice to Autodesk, take reasonable and appropriate steps to stop and remediate unauthorized use of CCPA Personal Data related to Autodesk's processing of the CCPA Personal Data.