

AUTODESK

BINDING CORPORATE RULES PROCESSOR POLICY

PART 1 – INTRODUCTION AND SCOPE
--

1. BACKGROUND

European Data Protection Law restricts the transfer of personal data to countries, territories or international organisations outside Europe that do not ensure an adequate level of protection for personal data. The legal systems in some of the countries in which Autodesk operates do not provide an adequate level of data protection in accordance with European Data Protection Law.

Autodesk wishes to ensure that the transfer of Customer Personal Data between Autodesk Companies complies with European Data Protection Law. The purpose of this Binding Corporate Rules Processor Policy and its Appendices (together the "**Policy**"), therefore, is to set out a framework based on European Data Protection Law that provides an overall adequate level of protection for Customer Personal Data processed and transferred within Autodesk.

2. OPERATION OF THE POLICY

The Policy is divided into four sections:

Part 1 – Introduction and Scope

Part 2 – The Rules: contains 8 Rules that identify specific obligations with which each Autodesk Company must comply when processing Customer Personal Data under this Policy.

Part 3 – Third-Party Beneficiary Rights: confers enforceable rights on data subjects regarding the processing of their European Personal Data under the Policy.

Part 4 – Practical compliance: deals with internal mechanisms implemented within Autodesk to facilitate compliance with European Data Protection Laws.

3. ACCESS TO THE POLICY

The list of Autodesk Companies bound by the Policy and their contact details are contained at Appendix 1 of this Policy. The Policy will be published on the website accessible at [Privacy | Autodesk Trust Center](#)

4. DEFINITIONS

In addition to other definitions provided under this Policy, the following further terms shall have the meanings ascribed to them:

- (a) "**Autodesk**" means, collectively, Autodesk, Inc. and each Autodesk Company;
- (b) "**Autodesk Company**" means, individually, Autodesk, Inc. (ultimate parent company of the Autodesk Group), and each subsidiary of Autodesk, Inc. which is a signatory to the Intra-Group Agreement relating to the Policy;
- (c) "**controller**" means the entity which, alone or jointly with others, determines the purposes and means of the processing of personal data;
- (d) "**Customer**" means an individual or Third-Party Entity (controller) for which an Autodesk Company (processor) provides a service;

- (e) "**Customer Personal Data**" means European Personal Data which Autodesk Companies process on behalf of a Customer under this Policy;
- (f) "**Data Processing Addendum**" means the contract containing data processing terms and conditions that Autodesk Companies enter into with their Customers which meets the requirements of European Data Protection Law;
- (g) "**DPG**" means the Data Privacy & Governance team;
- (h) "**Europe**" means the countries in the European Economic Area ("**EEA**") plus Switzerland;
- (i) "**European Data Protection Law**" means the European Union (EU) Regulation 2016/679 (the General Data Protection Regulation) ("**GDPR**") and any data protection law of a European Member State and Switzerland, including local legislation implementing the requirements of the GDPR and subordinate legislation, in each case as amended from time to time;
- (j) "**European Personal Data**" means, in relation to processing by an Exporting Entity, any personal data subject to European Data Protection Law; and, in relation to processing by an Importing Entity, any personal data which is transferred from an Exporting Entity under this Policy;
- (k) "**Exporting Entity**" means an Autodesk Company established in Europe that is processing Customer Personal Data as a processor and transferring such Customer Personal Data to an Importing Entity under this Policy;
- (l) "**Importing Entity**" means an Autodesk Company established in a country outside Europe receiving Customer Personal Data as a processor from an Exporting Entity or via another non-European Autodesk Company under this Policy;
- (m) "**personal data**" means any information which relates to an identified or identifiable natural person (each referred to as a "**data subject**" in this Policy);
- (n) "**personal data breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, European Personal Data transmitted, stored or otherwise processed;
- (o) "**process**"/"**processing**" means any operation that Autodesk performs on Customer Personal Data, whether manually or by automatic means. References to the "transfer" of Customer Personal Data fall within the definition of processing;
- (p) "**Processing Workers**" means employees, officers, directors, and contingent workers at Autodesk who in the course of their work process personal data;
- (q) "**processor**" means the entity which processes personal data on behalf of the controller;
- (r) "**Sub-processing Agreement**" means a contract or any other type of legal instrument entered into between an Autodesk Company and a Third-Party Entity sub-processor containing data processing terms and conditions which meet the requirements of European Data Protection Law;
- (s) "**supervisory authority**" means an independent public authority established in a European jurisdiction which is responsible for monitoring the application of

European Data Protection Law in order to protect the fundamental rights and freedoms of data subjects in relation to processing;

- (t) **"supplementary measures"** means contractual, technical or organisational measures which, if combined with the safeguards contained in this Policy, are put in place to ensure that the Customer Personal Data transferred to an Importing Entity is afforded a level of protection essentially equivalent to that guaranteed within Europe in those (rare) cases where the Policy may not be an effective transfer tool due to the Importing Entity's national legislation applicable to the transfer;
- (u) **"Third-Party Entity"** means an entity which is not an Autodesk Company; and
- (v) **"workers"** means employees, officers, directors, and contingent workers at Autodesk.

5. SCOPE OF THE POLICY

This Policy puts into practice in a legally binding manner the approach taken by Autodesk to the protection and management of Customer Personal Data by Autodesk when such Customer Personal Data is processed by and/or transferred from Exporting Entities to Importing Entities located in the third countries set out in Appendix 1 of this Policy, in all cases where Autodesk Companies act as processors and/or sub-processors in the course of providing services to a Customer established in Europe or otherwise subject to European Data Protection Law.

In particular, Customer Personal Data under this Policy relates to the following categories of data subjects whose European Personal Data is transferred for the following purposes:

Categories of data subjects	Categories of Customer Personal Data	Purposes of processing	Transfers to third countries
End users	<p>Personal details: including name, surname, e-mail and telephone details, address, language preference, date of birth, gender.</p> <p>Customer records: records of interaction with data subject (including customer service records, correspondence and details of complaints and their resolution); account information; website registration information</p> <p>Employment details: including employer name and job title</p>	<p>Administration of entitlements: providing access to websites and applications; providing services, support or information.</p> <p>Business operations: including delivering goods and rendering services; logging customer contact information; providing customer service; addressing customer complaints and enquiries.</p>	<p>Australia</p> <p>Brazil</p> <p>India</p> <p>Jordan</p> <p>Mexico</p> <p>Saudi Arabia</p> <p>South Korea</p> <p>Singapore</p> <p>Turkey</p> <p>USA</p>

For completeness, Autodesk Companies must comply with the Binding Corporate Rules Controller Policy when processing European Personal Data as controllers.

6. COMMITMENT TO THE POLICY

Pursuant to a legally binding mechanism between Autodesk Companies, each Autodesk Company processing Customer Personal Data under the Policy must comply with and respect this Policy and ensure that their respective workers are legally bound to respect the requirements of this Policy.

7. RESPONSIBILITY TOWARDS THE CUSTOMER

If an Autodesk Company fails to comply with the data protection obligations imposed on it by a Data Processing Addendum that it has entered into with a Customer, that Customer may be in breach of European Data Protection Law and in turn the Autodesk Company may face a claim for breach of contract, which may result in the payment of damages or other judicial remedies.

A Customer that has entered into a Data Processing Addendum with an Autodesk Company that incorporates this Policy (for instance, through a specific reference to the same with a possibility of electronic access) will be entitled to enforce the Policy against:

- any Autodesk Company processing Customer Personal Data on behalf of that Customer in respect of a breach of the Policy caused by that Autodesk Company and,
- against Autodesk Ireland Operations Unlimited in case of a breach of:
 - the Policy or of the Data Processing Addendum by Autodesk Companies established outside of Europe; or
 - the Sub-processing Agreement by any Third-Party Entity sub-processor established outside of Europe.

8. RELATIONSHIP BETWEEN NATIONAL LAWS AND THIS POLICY

Subject to Rule 6 of Part 2, Autodesk Companies shall comply with applicable local law when processing Customer Personal Data.

Where there is no applicable local law or if the standards required by local law are lesser than or do not meet the standards set out in this Policy, Autodesk Companies shall process Customer Personal Data in accordance with this Policy. Where applicable local law requires a higher level of protection for Customer Personal Data than is provided for in this Policy, the higher level of protection will take precedence over this Policy and should be applied to the processing of Customer Personal Data.

Where national legislation prevents Autodesk Companies from fulfilling or has a substantial adverse effect on their ability to comply with their obligations under this Policy, Autodesk Companies will follow the process set out in Rule 6 of Part 2.

9. FURTHER INFORMATION

If you have any questions regarding the provisions of this Policy, your rights under this Policy, or any other data protection issues in relation to the Policy, you can contact using the following contact details:

Attention: Richard Greene
Senior EU Privacy Counsel

E-mail: privacy.questions@autodesk.com

Post: 2nd Floor
1 Windmill Lane

Dublin
D02 F206
Country: Ireland

Telephone: (01) 571 8800

PART 2 – THE RULES

RULE 1 – COOPERATION WITH THE CUSTOMER

Autodesk Companies will co-operate and assist Customers to comply with their obligations as controllers under European Data Protection Law in accordance with the Data Processing Addendum with their Customers.

In particular, Autodesk Companies will:

- be transparent about sub-processor activities so that Customers may inform data subjects accordingly;
- update, correct, delete, or anonymise (from the moment identification is not necessary anymore) any Customer Personal Data when requested by the Customer;
- inform other Autodesk Companies to whom the Customer Personal Data have been disclosed of any rectification, deletion, or anonymisation of Customer Personal Data;
- taking into account the nature of the processing and information available to Autodesk, assist the Customer in ensuring compliance with its obligations relating to security of processing, notification of personal data breaches to the supervisory authorities and data subjects, data protection impact assessments, and prior consultation with the supervisory authority, where required;
- assist Customers to comply with their obligations to respond to requests from data subjects exercising their rights under European Data Protection Law, including by implementing any appropriate technical and organisational measures, insofar as this is possible, and when asked by the Customer, and by communicating any information which may be relevant for the Customer to inform the response to the data subject. Autodesk Companies will not answer the request and forward it to the Customer, unless otherwise agreed in the Data Processing Addendum with the Customer;
- assist the Customer in implementing appropriate technical and organisational measures to comply with data protection principles;
- make available to the Customer information necessary to demonstrate compliance with their obligations under the Data Processing Addendum with that Customer and allow for and contribute to audits, including inspections conducted by the Customer or another auditor mandated by the Customer, as further set out in Section 3 of Part 4 of the Policy.

RULE 2 – PURPOSE LIMITATION

Autodesk Companies and their respective Processing Workers will process Customer Personal Data only on behalf of and in accordance with the documented instructions of the Customer as set out in the Data Processing Addendum (or as otherwise agreed in writing from time to time), including in relation to transfers of Customer Personal Data to countries outside Europe, unless required to do so by European Union or Member State law to which Autodesk is subject. In such a case, Autodesk will inform the Customer of that legal requirement before processing takes place, unless that law prohibits such information on important grounds of public interest.

Autodesk shall immediately inform the Customer if, in its opinion, an instruction infringes European Data Protection Law.

If, for any reason, Autodesk is unable to comply with this Rule or its obligations under this Policy in respect of any Data Processing Addendum it may have with a Customer, Autodesk will inform the Customer promptly and the Customer will be entitled either to suspend the transfer of Customer Personal Data and/or to terminate the Data Processing Agreement, depending upon the terms agreed between Autodesk and the Customer.

On the termination of the provision of services related to the Data Processing Agreement, Autodesk Companies will act in accordance with the instructions of the Customer and delete or return all the Customer Personal Data transferred to the Customer (including copies thereof) in a secure manner and will certify to the Customer that it has done so, as may be required under the Data Processing Addendum with that Customer. If applicable law requires the storage of the Customer Personal Data transferred under the Policy, Autodesk Companies will not delete such information. Autodesk Companies will inform the Customer of this fact, ensure that the confidentiality of the Customer Personal Data transferred will be preserved and will not actively process such data anymore.

RULE 3 – SECURITY

Rule 3A – Autodesk Companies will keep Customer Personal Data secure

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, Autodesk will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and which at least meet the requirements of the Customer as specified in the Data Processing Agreement.

Autodesk Companies will comply with their respective IT security policies as revised and updated from time to time, together with any other security procedures relevant to a particular business area or function. Additional information about Autodesk' security procedures is publicly available at Autodesk Trust Centre at <https://www.autodesk.com/trust/overview>.

Rule 3B – Autodesk Companies will notify customers of personal data breaches

Autodesk Companies will adhere to their respective data breach notification policies (as revised and updated from time to time) which set out the process that Autodesk Companies must follow, in accordance with European Data Protection Laws, to:

- notify Autodesk Ireland Operations Unlimited and the Incident Response Team through the at [Contact Us | Autodesk Trust Center](#) section of the Autodesk website without undue delay in the event of a personal data breach affecting Customer Personal Data;
- notify the Customer without undue delay after becoming aware of any personal data breach affecting Customer Personal Data; and
- ensure that any Sub-processor is subject to the same obligations under the terms of the Sub-processing Agreement as required by Rule 3D.

Rule 3C – Autodesk will comply with the requirements of a Customer regarding the appointment of Autodesk Companies and/or Third Party Entities as sub processors.

Autodesk Companies and/or Third-Party Entities can only be appointed by Autodesk Companies to process Customer Personal Data as sub-processors under this Policy with the prior informed specific or general written authorisation of the Customer as set out under the Data Protection Agreement with the Customer.

Where the Customer has provided general written authorisation, Autodesk will ensure that up to date information regarding its appointment of sub-processors is available to the Customer at all times so that the Customer has the opportunity to object before the Customer Personal Data have been transferred to a new sub-processor.

If, on reviewing this information, a Customer objects to the appointment of a sub-processor to process Customer Personal Data on its behalf, that Customer will be entitled to take such steps as are consistent with the terms of its contract with Autodesk and as referred to in Rule 2 this Policy before any Customer Personal Data is transferred to the new sub-processor (i.e. the Customer may then suspend the transfer of Customer Personal Data to Autodesk and/or terminate the Data Processing Agreement, depending upon the terms agreed between Autodesk and the Customer).

Rule 3D– Autodesk Companies will ensure that contracts with Third-Party Entities acting as sub-processors on behalf of the Customer comprise all requirements set out in European Data Protection Law.

Autodesk Companies must only appoint Third-Party Entities sub-processors who provide sufficient guarantees in respect of the commitments made by Autodesk in this Policy. In particular, such sub-processors must be able to provide appropriate technical and organisational measures that will govern their processing of the Customer Personal Data in accordance with the terms of the Data Processing Addendum between the Autodesk Company and its Customer.

To comply with this Rule, where a sub-processor has access to Customer Personal Data, Autodesk will take steps to ensure that it has in place appropriate technical and organisational security measures to safeguard the Customer Personal Data and will impose strict contractual obligations in writing on the sub-processor that comply with European Data Protection Law. These contractual requirements include:

- that the same data protection obligations, as set out in the Data Processing Addendum between the Customer and the relevant Autodesk Company and as may be applicable to sub-processors, are imposed on the sub-processor;
- that there are adequate safeguards with respect to transfers of Customer Personal Data to a Third-Party Entity sub-processor established in a country outside Europe which does not provide adequate protection for Customer Personal Data in accordance with European Data Protection Law; and
- commitments on the part of the sub-processor regarding Part 1 (Sections 3, 7 and 8), Part 2 (Rules 1, 2, 3, 4, 5, 6 and 8) and Part 3 of this Policy.

RULE 4 – RECORDS OF PROCESSING ACTIVITIES

Autodesk Companies will maintain a written (including in electronic form) record of all processing activities carried out on behalf of their Customers and make that record available to competent supervisory authorities on request.

The data processing records maintained by Autodesk Companies will contain:

- the name and contact details of the Autodesk Company and of each Customer on behalf of which the Autodesk Company is acting, and, where applicable, of the Customer's or the Autodesk Company's representative and the data protection officer;
- the categories of processing carried out on behalf of each Customer;

- where applicable, details of the third country or countries to which Customer Personal Data is transferred, including the identification of that third country or international organisation and the documentation of suitable safeguards in the event of transfers under the second subparagraph of Article 49(1) of the GDPR;
- where possible, a general description of the technical and organisational security measures used to protect Customer Personal Data.

RULE 5 – ACCOUNTABILITY

Autodesk Companies will implement appropriate technical and organisational measures to enable and facilitate compliance with the Policy in practice.

Taking into account the state of the art and cost of implementation and the scope, nature, context, and purposes of the processing, Autodesk will implement appropriate technical and organisational measures which meet the principles of data protection by design and by default as required by European Data Protection Law.

RULE 6 – NATIONAL LEGISLATION PREVENTING AUTODESK FROM COMPLYING WITH THE POLICY

<p><i>Rule 6A – Autodesk Companies will carry out a transfer impact assessment before making transfers to Importing Entities under this Policy.</i></p>

Autodesk Companies will carry out a transfer impact assessment to assess if the national legislation applicable to Importing Entities prevent them from fulfilling, or has a substantial adverse effect on, their ability to comply with their obligations under this Policy, before making transfers to Importing Entities under this Policy, or in the event the national legislation is modified.

Autodesk Ireland Operations Unlimited and the Exporting Entity will consider, in collaboration with the Senior EU Privacy Counsel and the Customer and, where required, with the Importing Entity, which (if any) supplementary measures are required to ensure that the Customer Personal Data transferred to the Importing Entity is afforded a level of protection essentially equivalent to that guaranteed within Europe, in particular, to protect personal data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defence and public security.

The factors to identify the relevant supplementary measures will include:

- the specific circumstances of the transfer such as the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred Customer Personal Data; the economic sector in which the transfer occurs; and the storage location of the data transferred; and
- the laws and practices to which the Importing Entity is subject (including those requiring the disclosure of data to public authorities or authorising access by such authorities) in light of the specific circumstances of the transfer, and the applicable limitations and safeguards.

Autodesk Companies will adopt the supplementary measures as may be appropriate in the circumstances to supplement the safeguards in this Policy in light of the Importing Entity's national legislation applicable to the transfer to ensure that the Customer Personal Data transferred to the Importing Entity is afforded a level of protection essentially equivalent to that guaranteed within Europe.

If, taking into account the circumstances of the transfer and possible supplementary measures, it is determined that appropriate safeguards would not be ensured, the Exporting Entity shall promptly notify this to the Customer, and the Customer will be entitled either to suspend the transfer of Customer Personal Data and/or terminate the Data Processing Addendum, depending upon the terms agreed between Autodesk and the Customer, as provided for in Rule 2. In case of doubt, the Senior EU Privacy Counsel will consult the supervisory authority for the Customer and for the Exporting Entity.

Autodesk Ireland Operations Unlimited and the Exporting Entity, Senior EU Privacy Counsel, the Customer and, where applicable, the Importing Entity, will agree to document their assessment of the factors to identify the relevant supplementary measures, and will make this documentation available to the competent supervisory authority on request.

Importing Entities will promptly inform Autodesk Ireland Operations Unlimited, the Senior EU Privacy Counsel, the Exporting Entity and Customer when they believe national legislation prevents them from fulfilling, or has a substantial adverse effect on, their ability to comply with their obligations under this Policy, unless otherwise prohibited by law or law enforcement authority. Following such a notification by an Importing Entity, or if the Exporting Entity or Customer otherwise have reason to believe that the Importing Entity can no longer comply with their obligations under this Policy, the Exporting Entity shall promptly identify appropriate measures to be adopted by the Exporting Entity and/or the Importing Entity to address the situation. Where appropriate measures cannot be ensured, or is so instructed by the competent supervisory authority, the Customer will be entitled either to suspend the transfer of Customer Personal Data and/or to terminate the Data Processing Agreement, depending upon the terms agreed between Autodesk and the Customer, as provided for in Rule 2.

Rule 6B – Where Importing Entities receive a legally binding request from a law enforcement agency or state security body for disclosure of Customer Personal Data transferred outside Europe under this Policy, Importing Entities will, promptly notify the Customer, the Exporting Entity and the competent supervisory authority for the Customer and for the Exporting Entity, unless prohibited from providing such notice (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation).

Where an Autodesk Company is subject to a legal requirement that is likely to have a substantial adverse effect on the guarantees provided by this Policy, the Senior EU Privacy Counsel will report this conflict to the Customer, the Exporting Entity and the competent supervisory authority for the Customer and for the Exporting Entity.

This includes any legally binding request for disclosure of European Personal Data by a law enforcement authority or state security body (the “**requesting authority**”). The Importing Entity will, with the assistance of the Senior EU Privacy Counsel, assess each data access request by a requesting authority on a case-by-case basis and, unless otherwise prohibited, put the request on hold for a reasonable delay, inform the Customer, the Exporting Entity and the competent supervisory authority for the Customer and for the Exporting Entity of such legally binding request and inform the relevant requesting authority that (1) the Customer has not authorized the Importing Entity to disclose the Customer Personal Data to the requesting authority; (2) any and all requests or demands for access to Customer Personal Data should therefore be notified to or served upon the Customer in writing; and (3) it will not provide access to Customer Personal Data unless and until notified by the Customer.

If despite having used best efforts, suspension and/or notification are prohibited, the Importing Entity will:

- use its best efforts to obtain a waiver of this prohibition in order to communicate as much information as they can and as soon as possible to the competent supervisory authorities, and be able to demonstrate that it did so; and
- provide to the competent supervisory authority, on an annual basis, general information about the nature and number of such requests received by Autodesk, type of data requested, legal basis for disclosure and the details of the requesting authority if possible.

In any event, Autodesk Companies will ensure that any transfers of Customer Personal Data to public authorities are not massive, disproportionate, or indiscriminate in a manner that would go beyond what is necessary in a democratic society.

RULE 7– COMPLAINT HANDLING

Rule 7A – Autodesk will communicate the details of complaints to the Customer

Data subjects may lodge a complaint about processing of their respective Customer Personal Data that is incompatible with the Policy by contacting the relevant Customer or Autodesk. Complaints made to Autodesk under the Policy can be brought in writing or verbally to the attention of the Senior EU Privacy Counsel by emailing privacy.questions@autodesk.com, by telephone to (01) 571 8800, or by writing to the Senior EU Privacy Counsel at 1 Windmill Lane, Dublin Docklands, Dublin.

Autodesk will, without undue delay, communicate the complaint to the Customer to whom the relevant European Personal Data relates. A Data Privacy Manager from DPG will refer the complaint to the Senior EU Privacy Counsel and accounts team. With guidance from the Senior EU Privacy Counsel, the accounts team will then send the complaint to the relevant Customer using the contact details on record for that Customer. Unless agreed otherwise with Customer, Autodesk in the role of a Processor has no obligation towards the Customer to handle such complaint. Customers shall be responsible for responding to all data subject complaints forwarded by Autodesk, except in accordance with Rule 7B below.

Rule 7B – Autodesk will be required to handle the complaint in certain circumstances

In circumstances where the Customer has disappeared, no longer exists, or has become insolvent, data subjects whose European Personal Data is processed under this Policy will have the right to complain to an Autodesk Company.

The Senior EU Privacy Counsel will deal with such complaints without undue delay and make a substantive response within one month. If, taking into account the complexity and number of the requests, a response cannot be given within that timeframe, the response time may be extended by two further months and the data subject will be notified of the timescale within which a response will be provided.

The concerned data subjects will also be informed that they have the right to:

- complain to a competent supervisory authority in the Member State in which the alleged infringement took place, or in which the data subject works or habitually resides; and/or
- bring proceedings against Autodesk Ireland Operations Unlimited in the courts of a Member State in which Autodesk has an establishment or in the Member State in which the data subject habitually resides.

If the complainant disputes the response of the Senior EU Privacy Counsel the matter will be referred to Autodesk's Data Protection Officer who will review the case and advise the complainant of his/her decision either to accept the original finding or to substitute a new finding. The Data Protection Officer will respond to the complainant within one month of the referral. If, due to the complexity of the complaint and number of requests, a substantive response cannot be given within this period, the Dublin Data Privacy Manager will advise the complainant of the reason for the delay within one month of receipt of the referral and provide a reasonable estimate for the timescale (not exceeding two further months) within which a response will be provided. If the complaint is upheld, the Senior EU Privacy Counsel will arrange for any necessary steps to be taken as a consequence.

RULE 8– COOPERATION WITH SUPERVISORY AUTHORITIES

Autodesk Companies will cooperate with, and accept to be audited by, the supervisory authorities competent for the Customer by:

- making the necessary personnel available for dialogue with a supervisory authority in relation to this Policy where required;
- actively reviewing and considering:
 - any decisions made by competent supervisory authorities on any data protection law issues that may affect this Policy; and
 - the views of the European Data Protection Board and any successor body as outlined in its published EU guidance on Binding Corporate Rules;
- providing copies of the results of any audit of this Policy upon request to any competent supervisory authority;
- agreeing to be audited by the competent supervisory authority for the purpose of reviewing compliance with this Policy in accordance with the applicable law and audit procedures of:
 - the country in which the Autodesk Company being audited is located, where the Autodesk Company is based in Europe; and
 - the European country from which the Customer Personal Data is transferred, where the Autodesk Company is located outside Europe; and
 - the country in which the Customer is located, where the Customer is based in Europe; and
- agreeing to take into account the advice and comply with the formal decisions of a competent supervisory authority relating to the interpretation and application of this Policy, without prejudice to any right to appeal such formal decisions.

PART 3: THIRD PARTY BENEFICIARY RIGHTS UNDER THIS POLICY

- A.** European Data Protection Law states that data subjects whose Customer Personal Data is processed in Europe by an Exporting Entity and transferred to an Importing Entity must be able to enforce compliance with the following elements of the Policy as third-party beneficiaries directly against the processor:
- Part 2 and Part 3 of the Policy; and
 - the right to access the Policy via [Privacy | Autodesk Trust Center](#) or to obtain a hard copy of the Policy as well as a list of the Autodesk Companies bound by this Policy.
- B.** Where Customer Personal Data is processed in Europe by an Exporting Entity and transferred to an Importing Entity and the data subject is not able to bring a claim against the Customer because the Customer has factually disappeared or ceased to exist in law or has become insolvent, unless any successor entity has assumed the entire legal obligations of the Customer by contract or by operation of law (in which case the data subject can enforce its rights against such entity), data subjects must be able to enforce compliance with the following elements of the Policy as third-party beneficiaries directly against the processor:
- Section 6 of Part 1 – Introduction And Scope, Part 2 and Part 3 of the Policy;
 - the right to access the Policy via [Privacy | Autodesk Trust Center](#) or to obtain a hard copy of the Policy as well as a list of the Autodesk Companies bound by this Policy.
- C.** Data subjects will be able to enforce those rights by:
- **making a complaint** to the competent supervisory authority in the Member State in which the alleged infringement took place, or in which the data subjects works or habitually resides; and/or
 - **bringing proceedings** against Autodesk Ireland Operations Unlimited in the courts of a Member State in which the Customer or Autodesk has an establishment or in the Member State in which the data subject habitually resides.
- D.** Data subjects will also have the right to obtain redress and, where appropriate, receive compensation for any damage suffered, whether material or non-material.
- E.** Where an Autodesk Company and the Customer involved in the same processing activity are found responsible for any damage caused by such processing, the data subject shall be entitled to receive compensation for the entire damage directly from Autodesk Ireland Operations Unlimited.
- F.** Autodesk Ireland Operations Unlimited will accept responsibility for and to agree to take the necessary action to remedy the acts of Importing Entities or breaches caused by Third Party Entity sub-processors established outside of EU, and to pay compensation for any damages resulting from a violation of the Policy.
- G.** Autodesk Ireland Operations Unlimited will accept liability as if the violation had taken place by Autodesk Ireland Operations Unlimited in Ireland and may not rely on a breach by a sub-processor (either an Importing Entity or a Third-Party Entity) of its obligations in order to avoid its own liabilities.

- H.** In the event of a claim being made in which a data subject has suffered damage where that data subject can demonstrate that it is likely that the damage has occurred because a breach of this Policy, Autodesk Ireland Operations Unlimited will have the burden of proof to demonstrate that the Importing Entity or the Third-Party Entity sub-processor outside Europe is not responsible for the breach.
- I.** Where the Customer can demonstrate that it has suffered damage and establish facts which show it is likely that the damage has occurred because of the breach of the Policy, it will be for Autodesk Ireland Operations Unlimited to prove that the Importing Entity or a Third-Party Entity sub-processor outside Europe was not responsible for the breach of the Policy giving rise to those damages or that no such breach took place. If Autodesk Ireland Operations Unlimited can prove that the Importing Entity or a Third-Party Entity sub-processor outside Europe is not responsible for the event giving rise to the damage act, Autodesk Ireland Operations Unlimited may discharge itself from any liability.

PART 4: PRACTICAL COMPLIANCE

1. COMPLIANCE NETWORK

Autodesk has appointed a Senior EU Privacy Counsel at Autodesk Ireland Operations Unlimited, based in Dublin, to oversee data privacy compliance matters in the EEA, including in relation to the BCR Controller Policy. The Senior EU Privacy Counsel is part of the Data Protection Use and Ethics team, reports directly to the Global Director of Data Privacy & Security (based out of the San Francisco office) and also has access to Autodesk's most senior management data governance stakeholders and the Chief Legal Officer. The Senior EU Privacy Counsel is also an adjunct member of the Privacy Steering Committee ("PSC"), which is an executive body that deals with specific privacy risks escalated to them and helps get the support needed across Autodesk. The PSC may escalate certain decisions and issues to CEO staff, and also facilitates updates to the Board of Directors.

The Senior EU Privacy Counsel is tasked with developing strategies and initiatives to engage with key stakeholders, and to raise awareness of data privacy, security compliance, and governance across Autodesk. The Senior EU Privacy Counsel also works closely with the Autodesk Data Protection Officer, and the DPG and Security teams to implement initiatives necessary for compliance with EU privacy laws and regulations, including in relation to the BCR Controller Policy, and sits on several committees including the PSC and the incident response team.

Autodesk also engages an external Data Protection Officer firm based in Germany. The DPO works with the Data Protection, Use and Ethics team, the DPG, and other data governance stakeholders to (i) monitor compliance with the GDPR and other data protection laws, (ii) review internal data protection activities, (iii) advise on data protection impact assessments, (iv) train staff, and (v) conduct internal audits. The DPG meet with the DPO on a quarterly basis to provide an update on matters relating to the processing of personal data by Autodesk. In addition, the Senior EU Privacy Counsel escalates certain matters to the DPO and obtains legal advice on issues involving the processing of personal data by Autodesk. The DPO has the support of senior management and, where required, also has access to Autodesk's senior management.

2. TRAINING

The DPG have overall responsibility for compliance and ethics training within Autodesk including the delivery of Autodesk's formal privacy online training modules. Autodesk has a global Web Based Learning ("**WBL**") that is available to all Workers. The Privacy Program Manager supports the completion of the WBL and is responsible for ensuring that Autodesk Processing Workers are given appropriate time to complete the course.

All Autodesk Processing Workers receive quarterly training on privacy and data protection and on Autodesk's Code of Business Conduct.

Processing Workers who have permanent or regular access to European Personal Data, or who are involved in the processing of European Personal Data or in the development of tools to process European Personal Data, receive additional tailored training on the Policy and specific data protection issues relevant to their role on a regular basis. Similarly, Autodesk Processing Workers responsible for specific areas of compliance with the Policy, such as responding to data subjects' rights requests or handling complaints, receive specific tailored training in these areas. Training on other specific privacy-related matters such as Records Management, HIPAA Privacy and Security, or country-specific data protection is also provided on a need-to-know basis.

3. **AUDIT**

Continuing to independently monitor and ensure compliance is an important piece of maintaining trust and sustaining Autodesk's Global Privacy Program, including in relation to the commitments made in this Policy.

Autodesk have established controls to assess compliance with the commitments made in this Policy, and these controls are monitored twice a year through robust self-assessment and internal audit process by DPG. DPG is responsible for overseeing the creation of supporting controls, ensuring self – assessments are conducted, as well as managing and mitigating any risks identified.

In addition, an independent audit of Autodesk's Global Privacy Program is conducted by the Autodesk Internal Audit team, a group within the Autodesk Audit & Advisory Services. This group is an independent, objective assurance and consulting organization designed to add value and improve risk areas. Audit of the procedures and controls in place to give effect to the commitments made in the Policy will be undertaken by the Audit & Advisory Services team at least every two years. The Audit & Advisory Services team may also use accredited external auditors. The Audit & Advisory Services will review all aspects of the scope of the Policy including methods of ensuring corrective actions will take place, taking into account relevant criteria (for example: areas of current regulatory focus or areas of specific or new risk within the products or services provided by Autodesk).

The official results of the audits and, in particular, any issues or instances of non-compliance are brought to the attention of the Autodesk Data Protection Officer and presented to the Autodesk Audit Committee which is a group from the Board of Directors. The Audit Committee is established to assist the Board in fulfilling its oversight responsibilities by reviewing the financial reporting, the systems of internal controls, and the audit process, and by monitoring compliance with applicable laws, regulations and policies, including ensuring that corrective actions under the Policy will take place.

Upon request, Autodesk Companies have agreed to provide copies of the results of any audit of this Policy to any competent supervisory authority. The Senior EU Privacy Counsel will be responsible for liaising with the competent supervisory authorities for the purpose of providing the requested information.

All Autodesk Companies agree to be audited by competent supervisory authorities in accordance with applicable audit procedures of such competent supervisory authorities.

In addition, audits of compliance with the commitments made in this Policy may be carried out at the request of a Customer. Such audits will be carried out in accordance with the terms of the relevant Data Processing Addendum and will be limited in scope to the data processing facilities, data files and documentation relating to the terms of the Data Processing Addendum between that Customer and the Autodesk Company subject to the audit. The audits may be carried out by the Customer or accredited external auditors as selected by the Customer (where applicable, in agreement with the competent supervisory authority). The official results of the audits will also be accessible to the Customer.

The audits may also extend to any Third Party Entity sub-processors acting on behalf of the Autodesk Company in respect of the processing subject to the audit as described above. The ability to audit such Third Party Entity sub-processors will be carried out in accordance with the terms of the Sub-processing Agreement between the Autodesk Company and the Third Party Entity subprocessors.

4. **UPDATES OF THE POLICY**

Autodesk Companies will communicate any **material changes** to this Policy without undue delay to the Data Protection Commission and, via the Data Protection Commission, to any other supervisory authorities concerned.

Autodesk Companies will also communicate changes to this Policy which are **administrative** in nature (including changes in the list of Autodesk Companies), or which have occurred as a result of a change of European Data Protection Law, through any legislative, court, or supervisory authority measure, to the Data Protection Commission and via the Data Protection Commission to any other supervisory authorities concerned at least at the annual update. Autodesk Companies will also provide a brief explanation to the Data Protection Commission and via the Data Protection Commission to any other supervisory authorities concerned of the reasons for any notified changes to the Policy.

Autodesk will communicate all changes to this Policy, whether administrative or material in nature, to the Autodesk Companies bound by this Policy and, systematically, to data subjects who benefit from this Policy, via the Autodesk website when applicable.

Where a change affects the conditions of the processing carried out on behalf of the Customer, the information should be given to the Customer in such a timely fashion that the Customer has the possibility to object to the change or to terminate the contract before the modification is made.

The Senior EU Privacy Counsel responsible for the BCR will maintain an up-to-date list of the changes made to this Policy, and the list of Autodesk Companies bound by this Policy. The necessary information will be available to and accessible by Customers, data subjects and competent supervisory authorities upon request.

The Senior EU Privacy Counsel will also ensure that all new Autodesk Companies are effectively bound by and can deliver compliance with this Policy before a transfer of Customer Personal Data to them takes place.

Version: 1.0

Date: 8.06. 2023

APPENDIX 1

LIST OF AUTODESK COMPANIES IN EUROPE

Name of Entity	Address	Company Registration
Autodesk Ges.mbH	Schottengasse 1 1010 Wien Austria	FN 109096 k
Autodesk spol. s.r.o.	Unit 5.3 Danube House Karolinska 650/1 186 00, Praha 8 Czech Republic	49358430
Autodesk ApS	Havnegade 39 1058 Copenhagen K Denmark	34711739
Autodesk France S.A.S.	2-22 Place des Vins de France Hall C – 3rd Floor Paris, France 75012	353 054 299
Autodesk GmbH	Balanstrasse 71a Munich, Germany 81541	HRB 96324
Autodesk Hungary Kft.	H-1136 Budapest, Tátra utca 12/B. 2nd floor 2 Budapest, Hungary	01-09-737549
Autodesk Ireland Operations Unlimited	Autodesk Ireland Operations Unlimited 1 Windmill Lane Dublin 2, Ireland D02 F206	614957
Autodesk S.r.l.	Autodesk SRL (formerly Graitec) 76-80 Buzesti Street 1st & 6th floor District 1, Bucharest 011017 Romania	J40/11723/2013
Autodesk B.V.	Evert van de beekstraat 1- 104 1118 CL Schiphol, Netherlands	24257680
Autodesk Development B.V.	Evert van de beekstraat 1- 104 1118 CL Schiphol, Netherlands	24261303
Autodesk Netherlands Holdings B.V.	Evert van de beekstraat 1- 104 1118 CL Schiphol, Netherlands	66923468
Autodesk Sp. Z o.o.	Ul. Aleksandra Lubomirskiego 24 31-509 Kraków, Poland	KRS 287483
Autodesk, S.A.	calle Josep Pla 2, Torre B2, 6 planta, 08019 Barcelona Spain	A59125229

Name of Entity	Address	Company Registration
Autodesk AB	Molndalsvagen 24 PO Box 14261 S-400 20 Göteborg Sweden	556239-8189
Autodesk Development S.á.r.l.	Faubourg de l'Hôpital 18 c/o LEAX Avocats Sàrl 2000 Neuchâtel, Switzerland	CHE-105.030.227
Autodesk SA	Worbstrasse 223, 3073 Gümligen Switzerland	CHE-100.274.963
Autodesk S.r.l.	37, via Tortona – Milan Italy	05112780159
Spacemaker AS	Edvard Storms gate 2 0166 Oslo, Norway	917 616 159
Spacemaker Sweden AB	Graevlingen 12, Master Samuelsgatan 36 c/o Epicenter 111 57 Stockholm Sweden	559211-9670
Spacemaker AEC Software Oy	Mikonkatu 9 00101 Helsinki, Finland	3131088-8
UPCHAIN d.o.o. Croatia, soon to be renamed Autodesk d.o.o.	Zagrebačka 89 Varaždin 42000 Croatia	070098229 (EUID: HRSR.070098229)
ADSK Ireland Limited	1 Windmill Lane Dublin 2, Ireland D02 F206	461412

LIST OF AUTODESK COMPANIES IN THIRD COUNTRIES

Name of Entity	Address	Company Registration
Autodesk Australia Pty. Ltd.	11 Talavera Road, Level 5, Building C, North Ryde, NSW Australia, 2113	006 741 340
Autodesk do Brasil Ltda	No. 65 Rua James Joule, Rm. 41 4th Floor, Edificio Torre Sul Sao Paulo 04576-080 Brazil	CNPJ 00.015.972/0001-50
Autodesk India Private Limited	Unit A-4 Divyashree Chambers 'A' Wing, Bengaluru 560 025 India	CIN No.: U72200KA1998PTC024308
Autodesk de Mexico, S.A. de C.V.	405 Paseo de Palmas, Piso 8 Mexico City 11000 Mexico D.F.	AME981118611
Autodesk Korea Limited	517 Yeongdong-daero, 17F ASEM Tower, Gangam-gu, Seoul 06164 Republic of South Korea	Company (Corporate) Registration No.: 110111- 0890966 Business Registration No.: 220-81-03385 (Tax ID)
Autodesk Asia Pte. Ltd.	3 Fusionopolis Way #10-21 Symbiosis 138633 Singapore	199206210K
Autodesk Yazilim Hizmetleri Ticaret Limited Sirketi	Büyükdere Cad. No: 127 Astoria A Kule Kat:9 Esentepe Şişli, Istanbul Turkey	629969
Autodesk Americas LLC	The Landmark @ One Market 1 Market Street, Suite 400 San Francisco, CA 94105 USA	6146172
Autodesk Global, Inc.	The Landmark @ One Market 1 Market Street, Suite 400 San Francisco, CA 94105 USA	6181190
Autodesk, Inc.	The Landmark @ One Market 1 Market Street, Suite 400 San Francisco, CA 94105 USA	2401504
Autodesk Limited (Saudi Arabia)	P.O box 69648 - Riyadh 11557 Saudi Arabia	1010298315
Autodesk Inc., Jordan PSC	King Hussein Business Park Building 6, 4th floor Amman, Jordan PO Box 11181	1329