

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 organizations 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 9 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 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) "**Competent Supervisory Authority**" means the supervisory authority (defined below) competent for the Exporting Entity.
- (e) "**Customer**" means an individual or Third-Party Entity (controller) for which an Autodesk Company (processor) provides a service;

- (f) "**Customer Personal Data**" means Personal Data which Autodesk Companies process on behalf of a Customer under this Policy;
- (g) "**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;
- (h) "**GRC**" means the Global Risk & Compliance team.
- (i) "**Europe**" means the countries in the European Economic Area ("**EEA**") plus Switzerland;
- (j) "**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;
- (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) "**Local Data Protection Law**" means any applicable local and national data protection law of a third country.
- (n) "**personal data**" means any information which relates to an identified or identifiable natural person (each referred to as a "**data subject**" in this Policy);
- (o) "**personal data breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
- (p) "**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;
- (q) "**Processing Workers**" means employees, officers, directors, and contingent workers at Autodesk who in the course of their work process personal data;
- (r) "**processor**" means the entity which processes personal data on behalf of the controller;
- (s) "**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;
- (t) "**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;

- (u) **"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;
- (v) **"Third-Party Entity"** means an entity which is not an Autodesk Company; and
- (w) **"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 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 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 &
Data Protection Officer (“DPO”)

E-mail: privacy.questions@autodesk.com

Post: 2nd Floor
1 Windmill Lane

Dublin
D02 F206
Country: Ireland

Telephone: (01) 571 8800

Autodesk's Senior EU Privacy Counsel & DPO and other privacy professionals may be directly contacted using the contact details provided above.

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 Local Data Protection 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 [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 LAWS AND PRACTICES PREVENTING AUTODESK FROM COMPLYING WITH THE POLICY

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

Autodesk Companies will carry out and document a transfer impact assessment to assess if the laws and practices applicable to it prevents it from fulfilling its obligations under this Policy, or has a substantial effect on the guarantees provided under this Policy before making transfers under this Policy or in the event that the relevant legislation is modified. The transfer impact assessment will be based on the understanding that laws and practices that respect fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society will not contradict this Policy.

In carrying out the assessment, the Autodesk Companies will take into account:

- a. The specific circumstances of the transfers or set of transfers, and of any envisaged onward transfers within the same third country or to another third country, including:
 - purposes for which the data are transferred and processed (e.g. marketing, HR, storage, IT support)
 - types of entities involved in the processing (the initial data recipient and any further recipient of any onward transfer);
 - economic sector in which the transfer or set of transfers occur;
 - categories and format of the personal data transferred;
 - location of the processing, including storage; and transmission channels used.
- b. the laws and practices of the third country of destination relevant in light of the circumstances of the transfer including those requiring to disclose of data to public authorities or authorising access by such authorities and those providing for access to these data during the transit between the country of the data exporter and the country of the data importer, as well as the applicable limitations and safeguards; and
- c. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under this Policy, including measures applied during the transmission and to the processing of the personal data in the country of destination.

Autodesk Companies will put in place such contractual, technical or organisational safeguards as may be appropriate in the circumstances to supplement the safeguards in this Policy in light of the law and practice in the third country so to ensure an essentially equivalent level of protection for Personal Data Where a transfer impact determines that additional safeguards to those envisaged

under this Policy should be put in place, the Exporting Entity and the Senior EU Privacy Counsel & DPO will be informed and involved in such an assessment and the selection and implementation of the relevant supplementary measures. Autodesk Companies will document its transfer impact assessments, as well as any supplementary measures selected and implemented, and will make such documentation available to a Competent Supervisory Authority upon request.

Rule 6B – Autodesk will ensure that where it believes that the legislation applicable to it prevents it from fulfilling its obligations under the Policy or such legislation has a substantial effect on the guarantees provided by the Policy, Autodesk will promptly inform the Senior EU Privacy Counsel & DPO unless otherwise prohibited by law or by a law enforcement authority.

The Importing Entity will notify the Exporting Entity and the Senior EU Privacy Counsel & DPO if, when making a transfer under this policy, it has reason to believe that it is, or has become, subject to laws or practices that would prevent it from fulfilling its obligations under this Policy. The Exporting Entity shall forward the notification to the Controller. This will include changes in laws in a third country or a measure (such as a disclosure request) unless prohibited by law or a law enforcement authority (for example, in instances in which Autodesk is subject to a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation).

Upon verification of such notification, the Exporting Entity along with Autodesk Ireland Operations Unlimited and the Senior EU Privacy Counsel & DPO, will promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by Exporting Entity and/or the Importing Entity to address the situation. The same applies if the Exporting Entity has reasons to believe that the Importing Entity can no longer fulfil its obligations under this Policy.

The Exporting Entity will suspend the data transfer and any transfers for which the same assessment and reasoning would lead to a similar result, if it, along with the Senior EU Privacy Counsel & DPO, considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the Competent Supervisory Authority to do so. The suspension will last for as long as compliance with this Policy can be achieved or the transfer is ended.

Following such a suspension, the Exporting Entity will end the transfer or set of transfers if this Policy cannot be complied with and compliance with the Policy is not restored within one month of suspension. In this case, personal data that have been transferred prior to the suspension, and any copies thereof, should, at the choice of the Exporting Entity be returned to it or destroyed in their entirety.

Autodesk Ireland Operations Unlimited and the Senior EU Privacy Counsel & DPO will inform all other Autodesk Companies of the assessment carried out and of its results, so that the identified supplementary measures will be applied in case the same type of transfers is carried out by any other Autodesk Company or, where effective supplementary measures could not be put in place, the transfers at stake are suspended or ended.

The Exporting Entities will monitor, on an ongoing basis, and where appropriate in collaboration with the Importing Entity, developments in the third countries to which Autodesk has transferred personal data that could affect the initial assessment of the level of protection and the decisions taken accordingly on such transfers.

Rule 6C - Where an Importing Entity receives a legally binding request from a law enforcement agency or state security body for disclosure of personal data transferred outside Europe under this Policy, the Importing Entity will notify the Exporting Entity, and where required and possible, the data subject.

The Importing entity will promptly notify the Exporting Entity, and where required and possible, the data subject (if necessary with the help of the Exporting Entity) if it:

- a. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination, or of another third country, for the disclosure of personal data transferred pursuant to this Policy; such notification will include information about the

personal data requested, the requesting authority, the legal basis for the request and the response provided; or

- a. becomes aware of any direct access by public authorities to personal data transferred pursuant to this Policy in accordance with the laws of the country of destination; such notification will include all information available to Autodesk.

In such circumstances the Exporting Entity will forward the notification to the Controller.

If the Importing Entity is prohibited from notifying, Exporting Entity and/or the data subject (where required), the Importing Entity agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The Importing Entity will document its best efforts in order to be able to demonstrate them on request of the Exporting Entity.

Where permissible under the laws of the country of destination, the Importing Entity will provide the Exporting Entity, at regular intervals, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). The Exporting Entity will forward the information to the Controller. If the Importing Entity becomes partially or completely prohibited from providing the Exporting Entity with the aforementioned information, it will, without undue delay, inform the Exporting Entity accordingly. The Importing Entity will preserve this information for as long as the personal data is subject to the safeguards provided by this Policy, and will make it available to the Competent Supervisory Authority upon request.

The Importing Entity will review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and may challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law, and principles of international comity. The Importing Entity will, under the same conditions, pursue possibilities of appeal. When challenging a request, The Importing Entity will seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It will not disclose the personal data requested until required to do so under the applicable procedural rules.

The Importing Entity will document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the Exporting Entity. It will also make it available to the Competent Supervisory Authority upon request. The Exporting Entity will make the assessment available to the Controller.

The Importing Entity will provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

In any case, the Autodesk Companies will also ensure that any transfers that it makes to a public authority 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 & DPO by emailing privacy.questions@autodesk.com, by telephone to (01) 571 8800, or by writing to the Senior EU Privacy Counsel & DPO at 1 Windmill Lane, Dublin Docklands, Dublin.

Autodesk will, without undue delay, communicate the complaint to the Customer to whom the

relevant Personal Data relates. A Data Privacy Manager from GRC will refer the complaint to the Senior EU Privacy Counsel & DPO and accounts team. With guidance from the Senior EU Privacy Counsel & DPO, 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 Personal Data is processed under this Policy will have the right to complain to an Autodesk Company.

The GRC 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 & DPO 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 & DPO 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.

Any dispute related to the Competent Supervisory Authorities' exercise of supervision of compliance with this Policy will be resolved by the courts of the Member State of that Competent Supervisory Authority, in accordance with that Member State's procedural law. The Autodesk Companies agree to submit themselves to the jurisdiction of these courts.

RULE 9 – NON-COMPLIANCE WITH THE BCRS AND TERMINATION

Rule 9A – Autodesk will take specific actions in the event that an Importing Entity is unable to comply with this Policy.

An Importing Entity will promptly inform the Exporting Entity if it is unable to comply with this Policy, for whatever reason, including the situations described in Rule 16 of this Policy.

When an Importing Entity is in breach of this Policy, or is unable to comply with it, the Exporting Entity will suspend transfers to that Importing Entity.

The Importing Entity will, at the choice of Exporting Entity, immediately return or delete the personal data that has been transferred under this Policy, where:

- the Exporting Entity has suspended the transfer, and compliance with this Policy is not restored within a reasonable time, and in any event within one month of suspension; or
- the Importing Entity is in substantial or persistent breach of this Policy; or
- the Importing Entity fails to comply with a binding decision of a competent court or the **Competent Supervisory Authority** regarding its obligations under this Policy.

The same commitments should apply to any copies of the data. The Importing Entity will certify the deletion of the data to the Exporting Entity. Until the data is deleted or returned, the Importing Entity will continue to ensure compliance with this Policy.

In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with this Policy, and will only process the data to the extent and for as long as required under that local law. For cases where applicable local laws and/or practices affect compliance with this Policy, see Rule 16 above.

Rule 9B – Any personal data received under this policy that is kept by an Importing Entity that ceases to be bound by this Policy will be maintained in compliance with this Policy.

Any Importing Entity which ceases to be bound by this Policy may keep, return, or delete the personal data received under this Policy at the choice of the Exporting Entity.

If the Exporting Entity agrees that the data may be kept by the Importing Entity after that entity ceases to be bound by this Policy, the Importing Entity must continue to ensure compliance with this Policy in respect of the personal data it received under this Policy.

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. Autodesk accepts that data subjects may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) GDPR.¹

¹ Article 80(1) GDPR provides as follows “The data subject shall have the right to mandate a not-

- 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.

for-profit body, organisation or association which has been properly constituted in accordance with the law of a Member State, has statutory objectives which are in the public interest, and is active in the field of the protection of data subjects' rights and freedoms with regard to the protection of their personal data to lodge the complaint on his or her behalf, to exercise the rights referred to in Articles 77 [Right to lodge a complaint with a supervisory authority], 78 [Right to an effective judicial remedy against a supervisory authority] and 79 [Right to an effective judicial remedy against a controller or processor] on his or her behalf, and to exercise the right to receive compensation referred to in Article 82 on his or her behalf where provided for by Member State law."

PART 4: PRACTICAL COMPLIANCE

1. COMPLIANCE NETWORK

Autodesk has appointed a Senior EU Privacy Counsel & DPO 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 & DPO is part of the Data Protection Use and Ethics team, and reports directly to the Global Senior 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 & DPO 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 & DPO 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 & DPO also works closely with the GRC 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.

The Senior EU Privacy Counsel & DPO works with the , GRC 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) support internal audits. GRC meets with the Senior EU Privacy Counsel & 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 & DPO obtains legal advice on issues involving the processing of personal data by Autodesk. The Senior EU Privacy Counsel & DPO has the support of senior management and, where required, also has access to Autodesk's senior management and can inform the highest management level if any questions or problems arise during the performance of their duties.

The Senior EU Privacy Counsel & DPO does not have any tasks that could result in conflict of interests. The Senior EU Privacy Counsel & DPO will not be in charge of carrying out data protection impact assessments, nor in charge of carrying out audits if such situations can result in a conflict of interests. However, the Senior EU Privacy Counsel & DPO can play a very important and useful role in assisting the BCR members, and the advice of the Senior EU Privacy Counsel & DPO should be sought for such tasks.

2. TRAINING

Autodesk will provide appropriate and up to date training to Processing Workers who have permanent or regular access to Personal Data, who are involved in the processing of Personal Data or in the development of tools used to process Personal Data.

All training will be repeated on a regular basis which is envisaged to be approximately once every two years unless a need is identified for more frequent training as a result of any BCR audit, training needs assessment or generally as a result of any issues coming to the attention of the Senior EU Privacy Counsel & DPO responsible for overseeing compliance with the BCR.

Training will cover, among others, procedures for managing requests for access to personal data by public authorities and this Policy.

The GRC 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. Training will cover, among others, procedures for managing requests for access to personal data by public authorities and this Policy.

Processing Workers who have permanent or regular access to Personal Data, or who are involved in the processing of Personal Data or in the development of tools to process 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 GRC. GRC decides on the audit programme and 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. Audits will only be conducted by external auditors where the external auditor enters into a non-disclosure agreement containing sufficient guarantees to implement appropriate technical and organisational measures to protect any personal data entrusted to the external auditor. 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).

Specific audits (ad hoc audits) may be requested by the Senior EU Privacy Counsel & DPO or any other competent function within Autodesk. The Senior EU Privacy Counsel & DPO will not be in charge of carrying out audits of this Policy if such a situation could result in a conflict of interests.

The official results of the audits and, in particular, any issues or instances of non-compliance are brought to the attention of the Senior EU Privacy Counsel and presented to the Autodesk Audit Committee which is a group from the Board of Directors and the board of Autodesk Ireland Operations Unlimited. 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 all 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 & DPO 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 keep this Policy up-to-date in order to reflect the current situation (for instance, to take into account modifications of the regulatory environment and changes to the scope of the Policy).

Autodesk Companies will communicate any **material changes** to this Policy which would possibly be detrimental to the level of protection offered by this Policy or significantly affect the Policy (e.g. changes to the binding character) in advance to the Data Protection Commission, via the Data Protection Commission, to any other supervisory authorities concerned.

Autodesk Companies will communicate all other changes to this Policy (or will confirm that no changes have been made) (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 & DPO 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 & DPO 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: 2.0

Date: 24.05. 2024

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
Autodesk Limited	Talbot Way Small Heath Business Park Birmingham B10 0HJ United Kingdom	01839239

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