

Autodesk Data Act Addendum & Handbook

Autodesk Data Act Addendum

These provisions apply to Autodesk customers in the European Union ("EU Customers"), as per Article 1(3)(f) of the Regulation (EU) 2023/2854 ("EU Data Act"), who enter into a contract with Autodesk Ireland Operations Unlimited and for whom Autodesk acts as a provider of data processing services under the EU Data Act, as per Article 1(3)(f) of the Regulation (EU) 2023/2854 ("EU Data Act").

1. Switching

Upon two (2) months written notice to data.act@autodesk.com, Autodesk will support the switching process to another provider, switching to an on-premises ICT infrastructure, or the erasure of all EU Customer exportable data and digital assets. We will provide reasonable assistance and support in this regard to the EU Customer and third parties authorized by them, including providing relevant information and technical support. We will act with due care to maintain business continuity and the provision of the functions or services under the contract during the transition period. Further, Autodesk will ensure that the security requirements set out in Autodesk's [Terms of Use](#) ("Terms") are maintained during the transition period. The transition period starts immediately after the two (2) months notice period and will not exceed 30 calendar days unless extended by either of the parties in accordance with Art. 25(4) or Art. 25(5) of the EU Data Act. Upon completion of the transition period, the contract between EU Customer and Autodesk related to the switched subscriptions shall terminate and EU Customer shall have thirty (30) days to retrieve its data, unless the parties mutually agree to extend such period. Autodesk shall provide written confirmation of said termination (email being sufficient). Autodesk shall erase all exportable data and digital assets generated directly by the customer, or relating to the customer directly, at the end of the retrieval period unless the parties agree otherwise, always provided that the switching process has been completed successfully.

2. Charges, Fees, and Early Termination

Autodesk does not impose switching charges on EU Customers.

Where EU Customer requests switching in accordance with section 1 before the end of the then-current subscription term, the following applies:

For subscriptions purchased from Autodesk:

- a) The respective subscriptions will not automatically renew;
- b) No refund or credit will be granted for any payments already made;
- c) Due payments remain due and must be made within the agreed payment term;
- d) If a subscription was purchased with payment in more than one installment, any unpaid installments for the agreed subscription term will become due and payable in accordance with the payment schedule agreed at the time of purchase.

For subscriptions purchased from third-party retailers or authorized Autodesk resellers, payments shall be made as agreed between EU Customer and the retailer or reseller.

3. Data Scope, Protection, and Precedence

EU Customer Content (data generated, uploaded, or processed by EU Customer) as defined in the [Terms](#) is in scope for switching, except where it infringes Autodesk's intellectual property or trade secrets. Autodesk Content (proprietary data, software logic, and system-level metadata) is generally out of scope. Personal data will be processed in accordance with GDPR and related EU privacy laws, and trade secrets will be protected with appropriate safeguards. In case of conflict, this Addendum prevails over any other agreement between EU Customer and Autodesk regarding switching. Statutory rights under the Data Act and GDPR remain unaffected.

For further information, please refer to the FAQ and reference table available below.

Autodesk Data Act Handbook

| Technical Requirement | Data Act Article(s) | Autodesk Implementation |
|---|---------------------|---|
| Provisions around supporting and facilitating switching between data processing service providers, porting transparency and pre-contractual information | Article 23 & 25-26 | <p>Autodesk provides information relating to our data retrieval and deletion practices in our Terms of Use as well as our Privacy Statement.</p> <p>Autodesk's Trust Center sets out where data is processed and stored and the legal mechanism in place for onward data transfers.</p> |
| Jurisdiction to which the ICT infrastructure deployed for data processing of their individual services is subject | Article 28 | Autodesk makes available on its website the vendors or 'sub processors' it uses globally . |
| Details of organizational and contractual measures to prevent international governmental access to or transfer of non-personal data | Article 28 | Autodesk's Transparency Report explains Autodesk's policy on responding to requests for customer data by government agencies for law enforcement purposes. The report also provides statistics on the types of requests Autodesk receives and how Autodesk responds to these requests. In relation to data transfers, Autodesk applies the same rigorous safeguards to non-personal and personal data. For more information, please see the privacy section of the Trust Center |
| Fair and reasonable pricing for switching services | Article 29 | Autodesk does not impose switching charges on our customers. |

Interoperability

Article 26, Article 30

As per our Terms of Use (section 8.3), Autodesk may provide standard application programming interfaces that may assist with interoperability. Once the EU standards are made available by the EU Commission, Autodesk will comply with applicable specifications or harmonized standards.

Frequently Asked Questions

- **Q: What is the EU Data Act and how does it affect my Autodesk services?**

A: The EU Data Act gives EU Customers the right to switch from one cloud service provider to another or to on-premises infrastructure. Autodesk will support the switch as outlined in the Autodesk Data Act Addendum.

- **Q: How do I initiate a data export process or switch?**

A: You may submit a written notice to Autodesk via email to: data.act@autodesk.com. Autodesk will provide reasonable assistance via tools, documentation, and support for export and migration by EU Customers and third parties they have authorized, ensuring it acts with due care to maintain business continuity, continuous provision of the functions or services and security.

- **Q: Will I be charged for switching or exporting my data?**

A: No, Autodesk does not impose switching charges on our customers.

- **Q: What data is covered by these rights?**

A: All Customer Content as defined in Autodesk's Terms of Use (for example, your project files, metadata, usage logs, configurations, etc.) is covered. Autodesk Content (proprietary data, software logic, system-level metadata) is generally excluded.

- **Q: What happens if I terminate my contract early?**

A: If you terminate early (other than for Autodesk's material breach), you must pay all remaining fees for the original term. No refund or payments will be made by Autodesk.

- **Q: How does Autodesk protect my personal data and trade secrets?**

A: Autodesk processes personal data per GDPR and protects trade secrets with appropriate safeguards.

- **Q: What if there is a conflict between this Addendum and my agreement?**

A: This Addendum prevails. In addition, EU Customer's statutory rights under the Data Act and GDPR remain unaffected.