



DATA USAGE AND PROTECTION AGREEMENT

This Data Usage and Protection Agreement (“DUPA”) is effective as of [Click or tap here to enter text.](#) (“Effective Date”) and is entered into by and between **Autodesk, Inc.** on behalf of itself and each of its Affiliates (collectively, “Autodesk”) and [Click or tap here to enter text.](#) (“Supplier”).

Autodesk has contracted or is in the process of contracting with Supplier to provide various services (“Services”) to Autodesk via a written agreement between the parties (“Agreement”). Such Services may require the Processing of Autodesk Personal Data by Supplier in various worldwide locations, as well as the transfer of such data across national borders.

Autodesk and Supplier acknowledge that relevant Data Protection Laws must be observed in connection with the Services, and that certain security precautions must be taken to protect Autodesk Personal Data. Accordingly, Supplier agrees to Process and transfer such data in accordance with the terms and provisions of this DUPA and the Agreement.

1. DEFINITIONS

- 1.1. The terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process/Processing” and “Supervisory Authority” shall have the meaning set out under Data Protection Laws, or where not specifically defined under Data Protection Laws, the same meaning as analogous terms in those Data Protection Laws. For example: (i) where the EU GDPR or UK GDPR is applicable, “Data Controller” means the person or entity that determines the purposes and means of processing Personal Data, and where the CCPA is applicable includes any “business” as that term is defined by the CCPA, and (ii) where the EU GDPR or UK GDPR is applicable, “Data Processor” means an entity that processes Personal Data on behalf of a Data Controller, and where the CCPA is applicable includes any “service provider” or “contractor” as those terms are defined by the CCPA. For the avoidance of doubt, Personal Data also includes “Behavioral Data,” “Unique Identifier Data,” and “Sensitive Personal Data” as defined below.
- 1.2. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means ownership of, or the power to vote, more than 50 percent of the outstanding shares of any class of voting security, control in any manner over the election of a majority of the directors, or of individuals exercising similar functions, or the power to exercise a controlling influence over the management of an entity.
- 1.3. “Applicable Law” means all regional, national, and international laws, rules, and regulations, including those imposed by any governmental or regulatory authority which apply from time to time to the person or activity in the circumstances in question.
- 1.4. “Autodesk Personal Data” means any Personal Data, (as applicable) (a) of Autodesk customers or end users, (b) of Autodesk employees, contingent workers, or contractors, or (c)

otherwise made available to Supplier by Autodesk, which Supplier Processes on Autodesk's behalf or at Autodesk's instruction on behalf of Autodesk customers.

- 1.5. "Behavioral Data" means data that tracks or otherwise monitors a Data Subject's activities online or the Data Subject's product and service usage.
- 1.6. "Data Protection Laws" means the applicable laws, regulations, or other legally binding obligations (including any and all legislative and/or regulatory amendments or successors thereto) of any jurisdiction that relate to the processing of Personal Data under this Addendum, including but not limited to, as applicable, EU Data Protection Laws, UK Data Protection Laws, US Data Protection Laws, Chinese Data Protection Laws, and the Brazilian General Data Protection Law ("LGPD"), and the relevant supplemental provisions in Appendix D.
- 1.7. "Personal Data Breach" means the accidental, unauthorized, or unlawful destruction, misappropriation, loss, alteration, disclosure of, access to, or other compromise of the security, availability, confidentiality, or integrity of Personal Data.
- 1.8. "Sensitive Personal Data" means Personal Data identifying racial or ethnic origin; religious or philosophical beliefs; political opinions; membership of parties, trade-unions, associations or organizations of a religious, philosophical, political or trade-union character; records of criminal offenses; financial information; precise geolocation, government issued identifiers (such as tax ID number); health conditions and sexual behaviors; genetic data or biometric data for the purpose of uniquely identifying a Data Subject, or as otherwise defined under applicable Data Protection Laws.
- 1.9. "Sub-Processor" means any Data Processor engaged by Supplier or by any other Sub-Processor of Supplier to Process Autodesk Personal Data, including any Supplier Affiliate that Processes Autodesk Personal Data at Supplier's direction.
- 1.10. "Unique Identifier Data" means a unique persistent identifier associated with or that can be used to recognize an individual, family, or a device, including but not limited to a device identifier or device or processor serial number; an IP address; a unique number held in or linked to a cookie, beacon, pixel tag, mobile ad identifier, or similar technology; a customer number, unique pseudonym or user alias; telephone numbers, or other forms of persistent or probabilistic identifiers that can be used to identify a particular individual or device. For purposes of this DUPA, "family" means a custodial parent or guardian and any minor children over whom the parent or guardian has custody.
- 1.11. "US Data Protection Laws" means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in the United States at the federal or state level that govern or otherwise apply to Personal Data processed under this DUPA, including without limitation the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations; Colorado Privacy Act, Col. Rev. Stat. § 6-1-1301 et seq.; Connecticut Data Privacy Act, S.B. 6; Virginia Consumer Data Protection Act, S.B. 1392 § 59.1 et seq.; and Utah Consumer Privacy Act, S.B. 227.

- 1.12. All other defined terms used in this DUPA will have the meanings set out in the Agreement between the parties.

2. PROCESSING OF AUTODESK PERSONAL DATA

- 2.1. Supplier shall comply with all Data Protection Laws when Processing Autodesk Personal Data. For the purposes of this DUPA, Supplier is a Data Processor of Autodesk Personal Data regardless of whether Autodesk is the Data Controller of such data or itself a Data Processor of such data on behalf of Autodesk customers.
- 2.2. Supplier shall Process Autodesk Personal Data only on documented instructions from Autodesk. Supplier shall Process Autodesk Personal Data only as described in Section 2 of Appendix D-1 or any other mutually agreed terms between Autodesk and Supplier concerning the Processing of Autodesk Personal Data unless additional Processing is required under Applicable Law or expressly authorized in Supplier's role as Data Processor. If Supplier or Sub-Processor is legally required to Process Autodesk Personal Data in a manner not instructed by Autodesk, then Supplier shall notify Autodesk without undue delay, before such Processing occurs, unless the law requiring such Processing prohibits Supplier from providing such notification on an important ground of public interest, in which case Supplier shall notify Autodesk as soon as that law permits Supplier to do so.
- 2.3. Supplier shall limit access of Autodesk Personal Data to authorized personnel.
- 2.4. Supplier shall not place or otherwise use cookies or other automatic data collection tools on Autodesk websites or applications without the prior written approval of Autodesk. Any Behavioral Data and Unique Identifier Data gathered by Supplier regarding Autodesk end users is Autodesk Confidential Information, shall only be used by Supplier to perform analysis requested by Autodesk, and may not be used by Supplier for any other purpose, including but not limited to continued tracking across non-Autodesk controlled websites or applications for purposes related to online behavioral based advertising.
- 2.5. Supplier will not disclose Autodesk Personal Data, even for conservation purposes, to any third parties except where consistent with the Agreement and any other applicable onward transfer requirements (in the case of Sub-Processors supporting Supplier's business operations) and in response to law enforcement enquiries (of which Autodesk will be given notice except when prohibited by law) or as otherwise expressly authorized by applicable Data Protection Laws.

3. NO RIGHTS TO PERSONAL DATA; CONFIDENTIALITY

- 3.1. Autodesk Personal Data is and shall remain the sole and exclusive property of Autodesk and is Autodesk Confidential Information. Supplier shall maintain Autodesk Personal Data as strictly confidential and as required by Data Protection Laws.
- 3.2. Supplier shall ensure that Supplier's personnel, including any directors, employees contingent workers, and any relevant Supplier Affiliates or third parties authorized to Process Autodesk Personal Data: (a) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, (b) are informed of the confidential nature of the Autodesk

Personal Data, (c) have received appropriate training on their responsibilities, and (d) access and Process Autodesk Personal Data only in accordance with Data Protection Laws, this DUPA, or as otherwise instructed in writing by Autodesk.

4. DATA STORAGE, SECURITY AND RETENTION

- 4.1. Supplier shall keep accurate records of all Processing of Autodesk Personal Data pursuant to this DUPA and the Agreement.
- 4.2. Supplier will implement all appropriate organizational and technical security measures in order to protect the Autodesk Personal Data against unauthorized or unlawful Processing or disclosure and against accidental loss, destruction or damage, including without limitation the measures specified in this DUPA, the Agreement and any additional measures which may be specified by Autodesk or otherwise required in order to comply with the law of any relevant jurisdiction, including without limitation those measures specified in Section 3 of Appendix D-1. The technical and organizational measures implemented by Supplier shall ensure a strict logical or physical separation between Autodesk Personal Data, Supplier's own data, and data of other customers of Supplier.
- 4.3. Supplier shall promptly comply with any commercially reasonable request from Autodesk to amend or delete Autodesk Personal Data, to the extent legally permitted, and to the extent Autodesk cannot do so itself through use of the Services. Supplier shall comply with a request under this paragraph within forty-five (45) days of receiving such a request from Autodesk unless prevented from doing so by Applicable Law to which Supplier is subject, in which case Supplier shall comply with Section 5.2(i)-(v).

5. TERMINATION

- 5.1. Once Processing of the Autodesk Personal Data is no longer required for the purpose of this DUPA, Supplier will securely destroy within ninety (90) days or, at Autodesk's discretion, return within ninety (90) days all Autodesk Personal Data in its possession together with any media and documents containing the Autodesk Personal Data unless required or expressly authorized to retain such Autodesk Personal Data in its role as Data Processor, in which case Supplier shall comply with Section 5.2(i)-(v). Supplier shall certify in writing once it has returned or securely destroyed Autodesk Personal Data.
- 5.2. If Supplier is required to retain any Autodesk Personal Data other than as instructed by Autodesk at any time throughout the term of this DUPA, or at the end of such term, it shall: (i) notify Autodesk that it is retaining Autodesk Personal Data in accordance with Applicable Law; (ii) at Autodesk's request, provide all necessary information to allow Autodesk to verify that Supplier is subject to a legal obligation to retain the data; (iii) inform Autodesk about the types of Autodesk Personal Data retained and the duration of retention; (iv) Process the retained data only as strictly necessary to comply with Applicable Law to which Supplier is subject; and (v) securely delete the retained Autodesk Personal Data once retention is no longer necessary to comply with Applicable Law to which Supplier is subject.

6. USE OF SUB-PROCESSORS IN DATA PROCESSING

6.1. Where Supplier engages or wishes to engage a Sub-Processor, including any Supplier Affiliate, to Process Autodesk Personal Data under this DUPA:

6.1.1. Supplier shall list all Sub-Processors in use as of the Effective Date in Section 2 of Appendix D-1. Sub-Processors engaged after the Effective Date shall be engaged pursuant to Section 6.1.3.

6.1.2. Supplier's engagement of a Sub-Processor shall be under a written contract that is binding under Applicable Law and that contains obligations, covenants, representations and warranties with respect to the Processing, cross-border transfer, and data protection of Autodesk Personal Data no less protective than those applicable to Supplier under this DUPA, the Agreement, and Data Protection Laws. Autodesk reserves the right, upon reasonable notice, to request and receive from Supplier: (a) copies or reasonable excerpts of Supplier's contracts with its Sub-processors that Process Autodesk Personal Data; and (b) written proof of the privacy and/or security assessments Supplier performed to approve such Sub-processors. Supplier shall provide the requested materials without undue delay subject to reasonable confidentiality, privilege, and security obligations.

6.1.3. Autodesk authorizes the engagement of the Sub-Processors that are listed in Section 2 of Appendix D-1 as of the Effective Date. At Autodesk's request, from time to time Supplier will provide Autodesk with an up to date list of Sub-Processors. Autodesk authorizes Supplier to engage new Sub-Processors as a replacement for an existing or as an additional Sub-Processor. Supplier will inform Autodesk of the engagement of any new Sub-Processor no fewer than ten (10) business days prior to the Sub-Processor Processing any Autodesk Personal Data. If Autodesk believes that any new Sub-Processor presents an unreasonable risk to Autodesk or prevents Autodesk from complying with Applicable Law or its contractual obligations, Autodesk may, within ten (10) business days of receiving notice from Supplier, object to the engagement of such new Sub-Processor. If Autodesk objects to the engagement of a new Sub-Processor, the parties will in good faith discuss a resolution. Supplier may choose to: (i) not engage the new Sub-Processor or (ii) take corrective steps as requested by Autodesk in its objection to use the new Sub-Processor. If none of these options are reasonably possible and Autodesk continues to reasonably object, Autodesk may terminate the Agreement and this DUPA with ten (10) business days' notice and without incurring any early termination charges.

6.1.4. Supplier shall remain fully liable for the acts and/or omissions of its Sub-Processors.

7. ASSISTANCE WITH RIGHTS OF DATA SUBJECTS AND COMPLIANCE REQUIREMENTS

7.1. Supplier shall provide full and prompt co-operation and assistance to Autodesk in order to:

7.1.1. ensure an appropriate response to any complaint, communication or request from a Data Subject, including any request to exercise the Data Subject's rights under Data Protection Laws, including by:

- 7.1.1.1. sending to privacy.help@autodesk.com the complete details of any complaint, communication or request received by Supplier relating to Autodesk within three (3) business days of receipt;
- 7.1.1.2. complying with Autodesk's instructions with regard to fulfilling, honoring, or otherwise responding to a request from a Data Subject in relation to their Personal Data within the relevant timeframes required by Data Protection Law;
- 7.1.1.3. when requested by Autodesk, providing Autodesk with any Autodesk Personal Data relating to a specified Data Subject in the format requested by Autodesk or, if no specific format is requested, a commonly-used, structured, electronic and machine-readable format;
- 7.1.1.4. providing Autodesk with any information requested by Autodesk relating to the Processing of Autodesk Personal Data;
- 7.1.1.5. correcting, deleting, or blocking Personal Data, or restricting or ceasing certain transfers of any Personal Data, where required by Data Protection Law or as instructed by Autodesk;
- 7.1.1.6. ensuring that each Sub-Processor that Processes Autodesk Personal Data provides all assistance necessary to fulfill Autodesk's obligation to promptly respond to any such complaint, communication, or request; and
- 7.1.1.7. implementing appropriate technical and organizational measures that enable Supplier to comply with Section 7.1.1.
- 7.1.2. enable Autodesk to conduct any data protection impact assessment or regulatory consultation that Autodesk is required to make under Data Protection Laws.
- 7.1.3. enable Autodesk to comply with its obligations under Data Protection Laws relating to security.
- 7.1.4. demonstrate that Supplier is complying with its obligations under this DUPA, including by providing Autodesk with any information and evidence requested or necessary to demonstrate such compliance.
- 7.2. Supplier shall, at the request of Autodesk (or at Autodesk's instruction on behalf of Autodesk customers), submit its facilities used for the Processing of Autodesk Personal Data for audits or inspections of those Processing Activities, which shall be carried out by Autodesk or any independent or impartial inspection agents or auditors selected by Autodesk and not reasonably objected to by Supplier. Where the audit is carried out on the instructions of Autodesk customers, Supplier agrees that Autodesk may make the results available to such customers.

8. NOTIFICATIONS, SECURITY INCIDENT RESPONSE

- 8.1. Supplier warrants and represents that it has a security incident response plan that includes procedures to be followed in the event of any actual or potential Personal Data Breach.
- 8.2. Supplier shall provide Autodesk with detailed written notice about any Personal Data Breach related to Autodesk Personal Data. Supplier shall provide such notice to Autodesk without undue delay after becoming aware of the Personal Data Breach and no later than required by Applicable Data Protection Laws.
- 8.3. In the event of a Personal Data Breach related to Autodesk Personal Data, at its own cost and expense, Supplier shall investigate and analyze the cause and extent of such Personal Data Breach and develop plans to contain and remediate the Personal Data Breach and prevent its reoccurrence. At Autodesk's request, Supplier shall provide regular updates on the status of the investigation and key findings relating to (i) Supplier's ability to perform its obligations under the Agreement, (ii) the security and safety of Autodesk's systems; and (iii) the confidentiality, security, integrity, and accessibility of Autodesk Personal Data. Supplier shall provide documentation to Autodesk or Autodesk's designated agents, including insurance carriers and counsel, regarding such investigation, analysis and remediation, along with any additional information required by Autodesk to comply with its obligations under Data Protection Laws or protect its systems, assets, and data in connection with such Personal Data Breach.
- 8.4. To the extent any applicable Data Protection Law requires that a person (including a Supervisory Authority) be notified of a Personal Data Breach, Supplier will assist Autodesk with any notification obligations and agrees that Autodesk shall have final approval over the content, form, and timing of any such notice.
- 8.5. Supplier shall promptly provide detailed written notice to Autodesk about any instruction that would involve Processing Autodesk Personal Data in a manner that would, in Supplier's opinion, violate Applicable Law.

9. INTERNATIONAL DATA TRANSFERS

- 9.1. In the event that Autodesk Personal Data Processed by Supplier is subject to restrictions under Data Protection Laws concerning international transfers of Personal Data, Supplier shall take all necessary steps to provide the Autodesk Personal Data with an adequate level of data protection during and after any such international data transfers in compliance with this Section 9, including without limitation complying with the relevant provisions of Appendix D.
- 9.2. If Supplier engages any Sub-Processor to Process Autodesk Personal Data, then Supplier shall, in accordance with Section 6 and as required by applicable Data Protection Laws, ensure that such Sub-Processor will provide an adequate level of data protection for the Processing and international transfers of such Autodesk Personal Data that is no less protective than Supplier must provide under this Section 9, including without limitation any relevant terms of Appendix D.
- 9.3. The parties shall work together in good faith to enter into all such additional agreements, to provide such documentation, and to receive all necessary approvals as may be necessary to

ensure the lawful Processing and international transfer of Autodesk Personal Data for the purposes of the Agreement and this DUPA and consistent with Data Protection Laws as soon as reasonably possible, including in the event that the relied-upon transfer mechanism becomes invalidated or replaced, the relevant Supervisory Authority establishes new transfer safeguards, or Data Protection Laws require any further steps to be taken in order to permit international transfers of Autodesk Personal Data as contemplated under this DUPA (e.g., entering into additional country-specific cross-border transfer clauses, executing or re-executing the Transfer Clauses as separate documents setting out the proposed transfers).

- 9.4. Autodesk shall be entitled, at no cost to itself, to suspend or require Supplier to suspend any international transfers or Processing of Autodesk Personal Data that do not comply or that cease to comply with the provisions of this Section 9 or relevant portions of Appendix D.

10. DURATION OF DATA USAGE AND PROTECTION AGREEMENT

- 10.1. Supplier's obligations under this DUPA shall continue for as long as Supplier Processes Autodesk Personal Data, even after any expiration or termination of the Agreement.

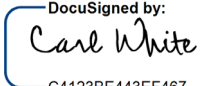
11. HIERARCHY

- 11.1. If there is any conflict or inconsistency between the provisions in this DUPA and the Agreement, the provisions of this DUPA take precedence, and all other provisions of the Agreement continue to apply unmodified.

The parties' authorized signatories have duly executed this DUPA as of the Effective Date.

Autodesk, Inc. on behalf of itself and each of its Affiliates

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By: 
C4123BE443EF467...

By:

Print Name: Carl White

Title: CIO, GTM Strategy & Operations

Date: 25-Aug-2025 | 09:24 PDT

Print Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap here to enter text.](#)

APPENDIX D-1

DETAILS OF PROCESSING

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

1. List of parties (applicable to the extent the Transfer Clauses apply)

Where the Services involve the transfer of Autodesk Personal Data that is subject to European Data Protection Laws and where (i) such Autodesk Personal Data is transferred either directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of European Data Protection Laws and (ii) Autodesk is the Data Controller of such data, Autodesk will be the **data exporter** and Supplier will be the **data importer** under the C-P Transfer Clauses. The activities relevant to the transfer of Autodesk Personal Data under the C-P Transfer Clauses relate to the reception of the Services provided by Supplier under the Agreement.

Where the Services involve the transfer of Autodesk Personal Data that is subject to European Data Protection Laws and where (i) such Autodesk Personal Data is transferred either directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of European Data Protection Laws and (ii) Autodesk is a Data Processor of such data on behalf of Autodesk customers, Autodesk will be the **data exporter** and Supplier will be the **data importer** under the P-P Transfer Clauses. The activities relevant to the transfer of Autodesk Personal Data under the P-P Transfer Clauses relate to the reception of the Services provided by Supplier under the Agreement.

Contact person's name, position and contact details for **data exporter**:

Richard Greene, Sr. EU Privacy Counsel, privacy.questions@autodesk.com

Contact person's name, position and contact details for **data importer**: Click or tap here to enter text.

2. Description of Processing/transfer

Categories of Data Subjects

The Autodesk Personal Data Processed may concern, but is not limited to, the following categories of Data Subjects:

- Current, past, and prospective customers and clients of Autodesk
- Students and pupils
- End users of Autodesk products and services
- Business partners and vendors of Autodesk
- Employees, contingent workers, contractors, or other personnel of Autodesk

Categories of Personal Data

The Autodesk Personal Data Processed may concern, but is not limited to, the following categories of Personal Data:

- **Identifiers:** such as limited to name, surname, username, e-mail address, telephone number, postal address, IP address, device identifiers, government identification number, passport or visa information, employee ID, or other similar identifiers.
- **Personal details:** such as language preference, date of birth, gender.
- **Commercial information:** such as details of goods and services purchased or for which data subject is considered a prospect; license information; records of interaction with data subject (including customer service records, correspondence and details of complaints and their resolution); customer billing and financial information (including finance and subscription plans and payment information); account information; billing and payment information; competition entries; Autodesk event attendance details; website registration information; survey results.
- **Internet or other electronic network activity information:** such as communication preferences; content submitted to Autodesk online properties by data subject (for example, comments posted to website forums hosted by Autodesk); device information; browsing history; search history; information regarding a data subject's interaction with a website, application, advertisement, or electronic service; other personal data collected through the use of cookies set by or on behalf of Autodesk.
- **Geolocation data:** such as generic location information (e.g., geographic region, country, city).
- **Audio, visual, or similar information:** such as call recordings; video recordings; profile photos or other data subject-uploaded photos or videos.
- **Professional or employment-related information:** such as employer name, and job title.
- **Education information:** such as educational background, school, and certifications.
- **Inferences** drawn from other Personal Data to create a profile about a data subject reflecting the data subject's preferences, characteristics, trends, predispositions, behavior, attitudes, abilities, and aptitudes.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The Autodesk Personal Data Processed consist of the following Sensitive Personal Data (please specify YES or NO by marking the appropriate box):

YES	NO	Category of Sensitive Personal Data
Click or tap here to enter text.	Click or tap here to enter text.	Racial or ethnic origin
Click or tap here to enter text.	Click or tap here to enter text.	Political opinions

Click or tap here to enter text.	Click or tap here to enter text.	Religious or philosophical beliefs
Click or tap here to enter text.	Click or tap here to enter text.	Trade union membership
Click or tap here to enter text.	Click or tap here to enter text.	Records of criminal offenses
Click or tap here to enter text.	Click or tap here to enter text.	Data concerning the health of a data subject
Click or tap here to enter text.	Click or tap here to enter text.	Data concerning the sex life of a data subject
Click or tap here to enter text.	Click or tap here to enter text.	Sexual orientation
Click or tap here to enter text.	Click or tap here to enter text.	Biometric information

Supplier shall notify Autodesk in writing to the extent Supplier must collect additional Sensitive Personal Data beyond those listed above in order to provide the Services.

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

Continuous basis.

Nature of Processing

Autodesk Personal Data Processed/transferred will be subject to the following basic processing activities:

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

Purpose of Processing

The objective of Processing of Autodesk Personal Data by Supplier is the performance of the Services contemplated by the Agreement. The Autodesk Personal Data subject to this Agreement will be Processed by Supplier on behalf of Autodesk and only as necessary to perform the Services pursuant to (a) the Agreement and this DUPA, specifically including Processing as reasonably necessary and proportionate to achieve Autodesk's business purposes and, to the extent such Processing by a Data Processor is permitted by applicable Data Protection Laws, Supplier's business purposes, and (b) any further instructions of Autodesk in its use of the Services.

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

Subject to Sections 4 and 5 of this DUPA, Supplier will Process Autodesk Personal Data for the duration of the Agreement or as further instructed by Autodesk in its use of the Services.

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

Click or tap here to enter text.

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

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

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

Subject Matter	Measures
Organization of Information Security	Supplier will maintain the following (or materially equivalent) organizational security controls: a. Information security awareness training is provided to all employees. The training includes an acknowledgement of and commitment to the Supplier's Information Security Policy or equivalent. Additional security training (e.g., secure development practices) is also required for certain job roles. b. Employees with access to confidential data are hired under organizational procedures, including a detailed application form, background verification (where allowed by law), and agreement to confidentiality terms. c. Regular assessments are conducted to identify potential areas of improvement.
Security Program	a. Security Program. Supplier will maintain a security program that establishes processes and safeguards designed to maintain security at an appropriate level. b. Industry Standards. Supplier's security program is designed based on relevant industry standards. c. Information Security Policy. Supplier will maintain written policies, standards and guidelines regarding information security in Supplier's operations and the conduct of its personnel, including those relating to acceptable use, access control, authentication, device security, security monitoring, supplier security management, and incident management.
Physical Security Controls	Supplier will limit access to it facilities to authorized individuals. Physical security measures are regularly assessed.

Business Continuity Planning	Supplier maintains business continuity and disaster recovery processes that include recovery and restoration procedures.
Authentication	Supplier maintains policies and standards for accounts and passwords to protect user information. Industry-standard cryptographically strong hashing algorithms are implemented prior to storing user passwords or credentials.
Encryption	Supplier enforces industry standard encryption algorithms to secure data in transit and data at rest, using encryption keys from trusted providers.

APPENDIX D-2

European Transfers

1. The following definitions apply:
 - (a) "Binding Corporate Rules" are binding internal rules that regulate the transfer of Personal Data within an organization which have been approved by Supervisory Authorities as providing an adequate level of protection to Personal Data in accordance with Data Protection Laws.
 - (b) "C-to-P Transfer Clauses" means Sections I, II, III and IV (as applicable) in so far as they relate to Module Two (Controller-to-Processor) within the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
 - (c) "EU GDPR" means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
 - (d) "Data Privacy Framework" means the EU-U.S. Data Privacy Framework, the system of certification by which U.S. organizations commit to a set of privacy principles issued by the U.S. Department of Commerce, for which the EU Commission adopted an adequacy decision on 10 July 2023 and the related Swiss-U.S. Data Privacy Framework.
 - (e) "Europe" means the European Economic Area and Switzerland.
 - (f) "European Data Protection Laws" means any applicable laws, regulations, or other legally binding obligations (including any and all legislative and/or regulatory amendments or successors thereto) of Europe that govern or otherwise apply to Personal Data processed under this Addendum, including the EU GDPR and the FADP.
 - (g) "P-to-P Transfer Clauses" means Sections I, II, III and IV (as applicable) in so far as they relate to Module Three (Processor-to-Processor) within the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
 - (h) "Transfer Clauses" means the C-to-P Transfer Clauses and the P-to-P Transfer Clauses, as applicable.
2. Where the Services involve the transfer of Autodesk Personal Data that is subject to European Data Protection Laws and where such Autodesk Personal Data is transferred

either directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of European Data Protection Laws, the parties agree:

- (a) that where Supplier maintains active and valid Binding Corporate Rules for processors that have been approved by the European Supervisory Authorities and that apply to the international transfer of the Autodesk Personal Data, Supplier shall Process the Autodesk Personal Data in compliance with such Binding Corporate Rules;
 - (b) that where the Supplier is subject to an active certification with the Data Privacy Framework, and the Data Privacy Framework is subject to a valid adequacy decision under applicable European Data Protection Laws, the parties agree that such transfer will be made in reliance on the Data Privacy Framework and that Supplier shall process Autodesk Personal Data in compliance with the Data Privacy Framework's principles; or
 - (c) that where 2(a) or 2(b) do not apply to such processing, the parties agree to the Transfer Clauses in accordance with this Appendix D-2 as amended by Sections 4 and 5 of this Appendix D-2, each as applicable.
3. In the event that Binding Corporate Rules, the Data Privacy Framework, or the Transfer Clauses apply to the processing of Autodesk Personal Data and in case of any conflict or inconsistency between the provisions in the Binding Corporate Rules, the Data Privacy Framework, or the Transfer Clauses and this DUPA, the provisions of the Binding Corporate Rules, the Data Privacy Framework, or the Transfer Clauses, as applicable, take precedence over conflicting provisions in this DUPA.
4. Where the parties have agreed to the Transfer Clauses, the following provisions shall apply:
- (a) The parties' signature to this DUPA shall be considered as signature to the Transfer Clauses;
 - (b) Clause 7 (Docking Clause) shall not apply;
 - (c) Option 2 under paragraph (a) of Clause 9 (Use of sub-processors) shall apply and "[Specify time period]" be replaced with "ten (10) business days".
 - (d) The option under Clause 11 (Redress) shall not apply.
 - (e) For the purposes of paragraph (a) of Clause 13 (Supervision), the data exporter shall be considered as established in an EU Member State. Data Exporter is defined in Appendix D-1.
 - (f) The governing law for the purposes of Clause 17 (Governing law) shall be the law of the Republic of Ireland.

- (g) The courts under Clause 18 (Choice of forum and jurisdiction) shall be the courts of the Republic of Ireland.
 - (h) The contents of Section 1 of Appendix D-1 to the DUPA (respective roles of the parties) shall form Annex I.A to the Transfer Clauses (*List of Parties*).
 - (i) The contents of Section 2 of Appendix D-1 to the DUPA (Description of Processing/transfer) shall form Annex I.B to the Transfer Clauses (*Description of Transfer*).
 - (j) The Data Protection Commissioner in Ireland shall act as competent supervisory authority for the purposes of Annex I.C of the Transfer Clauses (*Competent Supervisory Authority*).
 - (k) The contents of Section 3 of Appendix D-1 to the DUPA (description of technical and organisational measures) shall form Annex II (Technical and organisational measures including technical and organisational measures to ensure the security of the data).
5. Where Autodesk is a Data Processor and data exporter of Autodesk Personal Data and the Supplier is a Data Processor and data importer (and where data importer is defined in Appendix D-1 in respect of such Personal Data, then the parties shall comply with the terms of the P-to-P Transfer Clauses and the following provisions shall also apply:
- (a) For the purposes of Clause 8.6(c) and (d), Supplier shall provide notification of a Personal Data Breach concerning Autodesk Personal Data processed by Supplier to Autodesk only and not directly to Autodesk customers.
 - (b) Where appropriate, Autodesk shall forward the notification to the relevant Autodesk customer or the purposes of Clause 8.9, all enquiries from Autodesk customers shall be provided to Supplier by Autodesk. If Supplier receives an enquiry directly from an Autodesk customer, it shall forward the enquiry to Autodesk and will not respond to the enquiry without Autodesk's consent.
 - (c) The parties also agree that Autodesk customers have delegated the decision making and approval authority for sub-processing to Autodesk for the purposes of Clause 9 (Use of sub-processors). The use of Sub-Processors by Supplier is subject to Section 6 of this DUPA. Supplier has Autodesk's general authorisation (on behalf of Autodesk customers) for the engagement of the Sub-Processors listed in Section 2 of Appendix D-1 to the DUPA. Supplier shall follow the process set out in Section 6 of this DUPA to inform Autodesk only (and not Autodesk customers) of any intended changes to that list. Where appropriate, Autodesk shall inform the Autodesk customer of any changes.
 - (d) For the purposes of Clause 10, Supplier shall notify Autodesk only (and not Autodesk customers) about any request it has received directly from a Data Subject. Where appropriate, Autodesk shall forward the notification to the relevant Autodesk customer. Any authorisation for the Supplier to respond to the request must come from Autodesk on behalf of the relevant Autodesk customer. Supplier shall assist Autodesk as well as

the Autodesk customer in fulfilling the relevant obligations to respond to any such request.

- (e) For the purposes of Clause 11, Supplier shall only inform Data Subjects through individual notice in its capacity as the data importer where required by applicable Data Protection Laws to which the Supplier is subject. In such case, Supplier shall (to the extent permitted by applicable Data Protection Laws) inform Autodesk of that legal requirement before Supplier provides the individual notice. It shall immediately inform Autodesk if it receives a complaint by a Data Subject with respect to Autodesk Personal Data and shall not respond to such complaint without first informing, and obtaining permission where appropriate, from Autodesk.
- (f) For the purposes of Clause 15, Supplier shall notify Autodesk only (and not the Data Subject(s)) in case of access by public authorities. Where appropriate, Autodesk shall notify the Autodesk customer and/or the affected Data Subject as necessary. Supplier agrees to provide information on requests for access by public authorities to Autodesk in accordance with Section 2.2 of this DUPA. In the event Supplier receives a request from the competent Supervisory Authority for the information it preserves pursuant to paragraphs 15.1 (a) to (c) or 15.2(b) under the P-P Transfer Clauses it shall inform Autodesk and involve Autodesk in responding to the competent Supervisory Authority.

APPENDIX D-3

UK ADDENDUM TO THE TRANSFER CLAUSES

1. The following definitions apply:
 - (a) “Annex” means the Transfer Clauses.
 - (b) “UK” means the United Kingdom of Great Britain and Northern Ireland.
 - (c) “UK Addendum” means this Addendum to the Transfer Clauses.
 - (d) “UK Data Protection Laws” means all laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in the UK that govern or otherwise apply to Personal Data processed under this Addendum, including the UK GDPR and the Data Protection Act 2018.
 - (e) “UK GDPR” means the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
 - (f) “Data Privacy Framework” means the UK Extension to the EU-U.S. Data Privacy Framework, the system of certification by which U.S. organizations commit to a set of privacy principles issued by the U.S. Department of Commerce, for which the EU Commission adopted an adequacy decision on 10 July 2023.
2. Where a data exporter is located in the UK, this UK Addendum to the Transfer Clauses shall apply.
3. Where the Services involve the transfer of Autodesk Personal Data that is subject to UK Data Protection Laws and where such Autodesk Personal Data is transferred either directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of UK Data Protection Laws, the parties agree:
 - (a) that where Supplier maintains active and valid Binding Corporate Rules for processors that have been approved by the UK’s Supervisory Authority and that apply to the international transfer of the Autodesk Personal Data, Supplier shall Process the Autodesk Personal Data in compliance with such Binding Corporate Rules;
 - (b) that where the Supplier is subject to an active certification with the Data Privacy Framework, and the Data Privacy Framework is subject to a valid adequacy decision under UK Data Protection Laws, the parties agree that such transfer will be made in reliance on the Data Privacy Framework and that Supplier shall process Autodesk Personal Data in compliance with the Data Privacy Framework’s principles; or
 - (c) that where 3(a) or 3(b) do not apply to such processing, the parties will comply with the terms of the Transfer Clauses in accordance with Appendix D-2 as amended by this Appendix D-3.

4. This UK Addendum shall be read and interpreted in the light of the provisions of UK Data Protection Laws, and so that it fulfils the intention for it to provide the appropriate safeguards as required by Article 46 UK GDPR.
5. This UK Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in UK Data Protection Laws.
6. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this UK Addendum has been entered into.

Hierarchy

7. In the event that Binding Corporate Rules, the Data Privacy Framework, or the Transfer Clauses apply to the processing of Autodesk Personal Data and in case of any conflict or inconsistency between the provisions in the Binding Corporate Rules, the Data Privacy Framework, or the Transfer Clauses and this DUPA, the provisions of the Binding Corporate Rules, the Data Privacy Framework, or the Transfer Clauses, as applicable, take precedence over conflicting provisions in this DUPA.

Incorporation of the Transfer Clauses

8. This UK Addendum incorporates the Transfer Clauses which are deemed to be amended to the extent necessary, so they operate:
 - (a) for transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that transfer; and
 - (b) to provide appropriate safeguards for the transfers in accordance with Articles 46 of the UK GDPR.
9. The following additional provisions shall apply so that the Transfer Clauses are suitable for providing an adequate level of protection for such transfer under UK Data Protection Laws:
 - (a) Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18 of those Mandatory Clauses;
 - (b) With respect to Section 19 of the Approved Addendum, in the event the Approved Addendum changes, neither Party may end the Addendum except as provided for in the Agreement; and
 - (c) Any references to the "Clauses" in the Transfer Clauses shall include the amendments set out in this Appendix D-3.

Amendments to this UK Addendum

10. The parties may agree to change Clause 17 and/or 18 to refer to the laws and/or courts of Scotland or Northern Ireland.
11. The parties may amend this UK Addendum provided it maintains the appropriate safeguards required by Art. 46 UK GDPR for the relevant transfer by incorporating the Transfer Clauses and making changes to them in accordance with Section 7 above.

Executing this UK Addendum

By signing this DUPA the parties agree to be bound by the UK Addendum to the Transfer Clauses.

APPENDIX D-4

SWISS ADDENDUM TO THE TRANSFER CLAUSES

1. To the extent that the provision of the Services involves the transfer of Autodesk Personal Data that is subject to European Data Protection Laws and the FADP and where (i) such Autodesk Personal Data is transferred either directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of European Data Protection Laws, and (ii) the parties have agreed to comply with the terms of the Transfer Clauses, the following additional provisions shall also apply in order for the Transfer Clauses to be suitable for ensuring an adequate level of protection for such transfer in accordance with the Federal Act on Data Protection of 19 June 1992 (SR 235.1) ("FADP") Article 6 paragraph 2(a):
 - (a) "FDPIC" means the Swiss Federal Data Protection and Information Commissioner.
 - (b) "Revised FADP" means the revised version of the FADP of 25 September 2020, which came into force on 1 September 2023.
 - (c) The term "EU Member State" must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility for suing their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).
 - (d) The FDPIC shall act as the "competent supervisory authority" insofar as the relevant data transfer is governed by the FADP.

APPENDIX D-5

BRAZIL SUPPLEMENTAL PROVISIONS

1. Where the Services involve the transfer of Autodesk Personal Data subject to the LGPD and where such Autodesk Personal Data is transferred either directly or via onward transfer to countries that do not ensure an adequate level of protection within the meaning of the LGPD, the parties agree to the standard contractual clauses approved by the Resolution CD/ANPD No. 19, August 23, 2024 ("Brazilian Transfer Clauses") in accordance with this Appendix D-5.
2. Where the parties have agreed to the Brazilian Transfer Clauses, the following shall apply:
 - (a) The parties' signature to this DUPA shall be considered as a signature to the Brazilian Transfer Clauses;
 - (b) The contents in Section 1 of Appendix D-1 of the DUPA shall form Clause 1.
 - (c) The contents in Section 2 of Appendix D-2 of the DUPA shall form Clause 2;
 - (d) Where Autodesk is a Controller, the parties select Exporter/Controller for Clause 1 and Option A for Clause 4, and the parties agree that the Exporter is responsible for the items addressed in Clauses 4.1(a)-(c);
 - (e) Where Autodesk is a Processor, the parties:
 - (i) Select Exporter/Processor for Clause 1 and Option B for Clause 4;
 - (ii) Agree that Autodesk's customers are the third-party Controllers for purposes of Clause 4.1, with Autodesk to provide details about the third-party Controllers when required by the LGPD; and
 - (iii) Agree that for the purposes of Clause 19, Supplier shall notify Autodesk only (and not the Data Subject(s)) in case of access by public authorities. Where appropriate, Autodesk shall notify the Autodesk customer and/or the affected Data Subject as necessary. Supplier agrees to provide information on requests for access by public authorities to Autodesk only (and not the Data Subject(s)) in case of access by authorities to Autodesk in accordance with Section 2.2 of this DUPA.
 - (f) Section 2 of Appendix D-1 of the DUPA shall be incorporated into Clause 2;
 - (g) Option A for Clause 3 shall apply, and Supplier represents that any onward transfer by Supplier of Autodesk Personal Data subject to the LGPD will be carried out pursuant to a valid mechanism for data transfers provided for in the LGPD, such as the Brazilian Transfer Clauses;
 - (h) The contents of Section 3 of Appendix D-1 to the DUPA (description of technical and organisational measures) shall form Section III – Security Measures; and
 - (i) The parties agree that any disputes arising from the Brazilian Transfer Clauses will be adjudicated in the courts of São Paulo, State of São Paulo, Brazil.

APPENDIX D-6

CHINA SUPPLEMENTAL PROVISIONS

on Onward Transfers of Personal Data that are Collected and Generated within Territory of the People's Republic of China

1. The following provisions apply to the onward transfer of Personal Data controlled by Autodesk collected and generated within the territory of the People's Republic of China ("PRC" or "China", and for purpose of this Agreement, excluding Hong Kong, Macau and Taiwan) between Autodesk and the Supplier. For avoidance of doubt, "Personal Data" has the meaning set forth in Data Protection Laws in China, including the PRC Personal Information Protection Law, Data Security Law, and Cyber Security Law, and within the meaning of the "Information Security Technology – Personal Information Security Specification" (GB/T 35273), as each may be amended or superseded from time to time (collectively "Data Protection Laws in China").
2. Supplier shall only process Personal Data within the scope of the purposes, methods, and types of Personal Data determined by Autodesk.
3. Supplier shall implement the security measures to protect Personal Data as agreed by Autodesk and Supplier in order to make sure that the protection standard is not lower than the Personal Data protection standards stipulated by Data Protection Laws in China.
4. The Supplier shall cooperate with and provide reasonable assistance to Autodesk for complying with the Data Protection Laws in China.
5. Supplier shall not do or permit anything to be done in violation of this Data Usage and Protection Agreement or any applicable Supplier contract documents, which might cause Autodesk (or any of its affiliates) in any way to be in breach of the Data Protection Laws in China.
6. The Supplier shall avoid providing or transferring Personal Data to any third party, except when authorized by Autodesk.
7. The Supplier shall make Personal Data accessible to Autodesk upon reasonable request and provide Autodesk with information concerning the Supplier's security controls from time to time upon request.

APPENDIX D-7

US DATA PROTECTION LAWS SUPPLEMENTAL PROVISIONS

This Appendix D-7 forms part of the DUPA and applies to the processing of Autodesk Personal Data that is subject to US Data Protection Laws. In case of any conflict or inconsistency between any provision in this Appendix D-7 and a provision elsewhere in the DUPA, this Appendix D-7 shall take precedence with respect to the point of conflict.

1. **Deidentified Data.**

- (a) Supplier shall not collect, or process Autodesk Personal Data to create, deidentified data absent prior express authorization from Autodesk. “Deidentified data” means information that (i) cannot reasonably be used to infer information about, or otherwise be linked to, a particular natural person or household or a device linked to a particular natural person, and (ii) does not constitute “personal data” or similar term under US Data Protection Laws.
- (b) To the extent Autodesk discloses or otherwise makes available deidentified data to Supplier or Supplier collects or creates deidentified data from Autodesk Personal Data after receiving prior express authorization from Autodesk, Supplier shall:
 - (i) adopt reasonable measures to prevent such deidentified data from being used to infer information about, or otherwise being linked to, a particular natural person or household;
 - (ii) publicly commit to maintain and use such deidentified data in a deidentified form and to not attempt to reidentify the deidentified data;
 - (iii) before sharing deidentified data with any Affiliate or third party, including Sub-processors, contractors, or any other persons (“Recipients”), contractually obligate any such Recipients to comply with all requirements of this Section 1 of Appendix D-7 (including imposing this requirement on any further Recipients).
- (c) Notwithstanding Section 1(b)(ii) of this Appendix D-7, to the extent permitted by US Data Protection Laws, Supplier may attempt to reidentify deidentified data solely for the purpose of determining whether its deidentification processes are compliant with US Data Protection Laws.

2. **California.** The following provisions apply to the processing of Autodesk Personal Data, which is subject to the CCPA, as amended or supplemented from time to time (“California Personal Data”):

In connection with the Services, the following provisions apply:

- (a) Supplier agrees that it processes California Personal Data as a Service Provider when providing the Services.
- (b) Supplier acknowledges that Autodesk is disclosing California Personal Data in connection with the Agreement only for the limited and specific purposes of receiving the Services.

- (c) Supplier shall: (1) retain, use, disclose, or otherwise process California Personal Data solely on behalf of Autodesk for the specific purpose of providing the Services or as otherwise required by law; (2) process California Personal Data, at all times, in compliance with the CCPA and the Agreement; and (3) provide the same level of privacy protection as is required by the CCPA.
- (d) Supplier shall not: (1) retain, use, disclose, or otherwise process California Personal Data except as necessary to provide the Services or as otherwise required by law; (2) process California Personal Data in a manner that would constitute a Sale or a Share as such terms are defined under CCPA (3) process California Personal Data in any manner outside of the direct business relationship between Autodesk and the Supplier; or (4) combine any California Personal Data with Personal Data that it receives from or on behalf of any other third party or its interactions with Consumers (as the term "Consumers" is defined under the CCPA), provided that Supplier may so combine California Personal Data for a Business Purpose (as that term is defined under the CCPA) if directed to do so by Autodesk or as otherwise expressly permitted by the CCPA.
- (e) Autodesk may, upon reasonable notice to Supplier, take all reasonable and appropriate steps to prevent, stop, or remediate any unauthorized processing of California Personal Data.
- (f) Supplier agrees to immediately notify Autodesk in writing if it can no longer comply with the CCPA or its obligations under this Agreement.