



Independent Controller Data Protection Agreement

This Independent Controller Data Protection Agreement ("ICDPA") is effective as 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 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 each 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 ICDPA and the Agreement.

In the event of any inconsistency between this ICDPA and any other provision of the Agreement with respect to matters of Processing of Personal Data only, this ICDPA will control. In the event that the Transfer Clauses apply to the Processing of Personal Data and in case of any conflict or inconsistency between the provisions in the Transfer Clauses and the Agreement, the provisions of the Transfer Clauses take precedence.

1. Scope. This ICDPA will apply to Personal Data exchanged between the Parties in connection with performance of the Agreement.

2. Definitions

2.1. In this ICDPA, the words and phrases below will have the following meanings given to them unless the context requires otherwise:

The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Processor**", "**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, where the EU GDPR or UK GDPR is applicable, "Controller" means the person or entity that determines the purposes and means of processing Personal Data, and where the CCPA is applicable includes any "business" or "third party" as those terms are defined by the CCPA;

"**Transfer Clauses**" means Sections I, II, III and IV (as applicable) in so far as they relate to Module One (Controller-to-Controller) 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;

"**CCPA**" means 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, each as may be further amended from time to time;

"**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; the related Swiss-U.S. Data Privacy Framework; and the UK Extension to the EU-U.S. Data Privacy Framework, as applicable.

"**Data Protection Laws**" means 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 ICDPA, including but not limited to,



as applicable, EU Data Protection Laws, UK Data Protection Laws, US Data Protection Laws, China Data Protection Laws, and the Brazilian General Data Protection Law (“LGPD”);

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

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

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

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

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

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

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

“**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 ICDPA, including the CCPA.

3. **Roles and Restrictions.** Each Party acts as an independent Controller of Personal Data. The Parties individually determine the purposes and means of their respective Processing. The Parties do not jointly determine the purposes and means of Processing and are thus not joint Controllers in the meaning of Art. 26 of EU GDPR and UK GDPR, as applicable. Each Party is responsible for processing Personal Data within scope of this ICDPA in accordance with Data Protection Laws.

4. **Processing Obligations.**

- 4.1. The Party that discloses Personal Data (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) represents, warrants, and attests that it has all rights and permissions necessary for Receiving Party to Process Personal Data as permitted by the ICDPA. Receiving Party shall only Process Personal Data for the specific and limited purposes described in Annex I to Appendix I and shall only disclose such Personal Data to a third party to the extent strictly necessary for those purposes, and not for the third party’s own use, including (without limitation) for profiling or targeted advertising. Disclosing Party is responsible for providing Data Subjects with any notices (including in accordance with Arts. 13 and 14 of the EU GDPR and the UK GDPR, to the extent applicable) and obtaining any consents as required by Data Protection Laws. Disclosing Party shall not transfer Personal Data to Receiving Party if such transfer would violate a Data Subject’s rights or would otherwise contravene applicable Data Protection Laws.
- 4.2. To the extent Disclosing Party is disclosing or making available Personal Data subject to CCPA (“**California Personal Data**”), the Parties agree to the terms of Appendix IV.
5. **Data Transfers Between Parties.** The Disclosing Party is responsible for ensuring that any transfers of Personal Data to Receiving Party complies with Data Protection Laws.
6. **Security of Processing.** It is the responsibility of each Party to process Personal Data within scope of this ICDPA in compliance with Data Protection Laws, including, to the extent applicable, Art. 32 of EU GDPR and UK GDPR. Each Party will implement appropriate technical and organizational



measures to provide an appropriate and reasonable level of data security.

7. **Data Subject Rights.** Each Party is responsible for fulfilling its obligations to respond to requests for exercising Data Subjects' rights regarding the Processing of their Personal Data. Data Subjects may exercise their rights against the Controller that is responsible for the Processing that is the subject matter of their respective rights.
8. **Assistance.** The Parties will assist each other to the extent reasonably appropriate in complying with requests, queries, or complaints of Data Subjects or Supervisory Authorities regarding compliance with Data Protection Laws in connection with the ICDPA, including, as the case may be, the EU GDPR, the UK GDPR, and CCPA. The Parties will notify each other of any Data Subject requests relating to Personal Data Processed in connection with the ICDPA that they receive in accordance with their respective obligations under Data Protection Laws, including the EU GDPR, the UK GDPR, and CCPA, and in particular, any rectification or erasure of Personal Data or restriction of processing exercised by a Data Subject.
9. **Documentation.** Each Party that Processes Personal Data is responsible for fulfilling the requirements pertaining to Controllers under Data Protection Laws, including, as the case may be and as applicable, Arts. 24 et seq. of the EU GDPR and the UK GDPR, concerning that Party's Processing of Personal Data. Each Party is responsible for maintaining a record of processing activities in accordance with Data Protection Laws, such as Art. 30 of EU GDPR and the UK GDPR to the extent applicable. Each Party shall maintain a privacy notice that describes such Party's Processing in the capacity of a Controller and contains all disclosures required by Data Protection Laws. Such privacy notices shall be easily accessible by the relevant Data Subjects.

10. International Transfers.

- 10.1. To the extent that the disclosure of Personal Data between the Parties involves the transfer, either directly or via onward transfer, of Personal Data subject to European Data Protection Laws to countries that are not subject to an adequate level of protection within the meaning of European Data Protection Laws, the Parties agree:
 - a. that where the Receiving Party 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, that such transfer will be made in reliance on the Data Privacy Framework and that the Receiving Party shall process Personal Data in compliance with the Data Privacy Framework's principles; or
 - b. that where 10.1(a) does not apply to such transfer, that the terms of the Transfer Clauses and the terms of Appendix I will apply. If the transferred Personal Data is subject to the FADP, then the Parties agree to the terms of the Transfer Clauses in accordance with Appendix I as amended by the Swiss Addendum to the Transfer Clauses attached as Appendix III.
- 10.2. To the extent that the disclosure of Personal Data between the Parties involves the transfer, either directly or via onward transfer, of Personal Data subject to UK Data Protection Laws 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 the Receiving Party 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 the Receiving Party shall process Personal Data in compliance with the Data Privacy Framework's principles; or
 - b. that where 10.2(a) does not apply to such processing, to the terms of the Transfer Clauses in accordance with Appendix I and as amended by the UK Addendum to the Transfer Clauses attached as Appendix II.

- 10.3. To the extent that the disclosure of Personal Data between the Parties involves the transfer, either



directly or via onward transfer, of Personal Data subject to the LGPD to countries that are not subject to an adequate level of protection within the meaning of the LGPD, the Parties agree to comply with the terms of Appendix V.

- 10.4. In the event that the Data Privacy Framework or the Transfer Clauses apply to the processing of Personal Data and in case of any conflict or inconsistency between the provisions in the Data Privacy Framework or the Transfer Clauses and the ICDPA, the provisions of the Data Privacy Framework or the Transfer Clauses, as applicable, take precedence over conflicting provisions in the ICDPA.
- 10.5. The Parties shall work together in good faith to enter into all such additional ICDPAs, to provide such documentation, and to receive all approvals as may be necessary to ensure the lawful Processing and international transfers of Personal Data for the purposes of the ICDPA and consistent with Data Protection Laws as soon as reasonably possible where required, including in the event that: (i) Transfer Clauses are invalidated, amended, replaced, or repealed by the European Commission, another relevant governmental authority, or under applicable Data Protection Laws; or (ii) Data Protection Laws require any further steps to be taken in order to permit international transfers of Personal Data as contemplated under this ICDPA (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).

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment as of the Amendment Effective Date.

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

Click or tap here to enter text.

By:

DocuSigned by:

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By:

Print Name: Carl White
Title: CIO, GTM Strategy & Operations
Date: 25-Aug-2025 | 9:24 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 I**TRANSFER CLAUSES**

With respect to the Transfer Clauses, the following provisions shall apply:

- (a) The Parties' signature to this Addendum or to the Agreement shall be considered as signature to the Transfer Clauses.
- (b) Clause 7 (Docking Clause) shall not apply.
- (c) The option under Clause 11 (Redress) shall not apply.
- (d) For the purposes of paragraph (a) of Clause 13 (Supervision), the Disclosing Party shall be considered as established in an EU Member State.
- (e) The governing law for the purposes of Clause 17 (Governing law) shall be the law of the Republic of Ireland.
- (f) The courts under Clause 18 (Choice of forum and jurisdiction) shall be the courts of the Republic of Ireland.
- (g) The contents of Annex I.A to Appendix I shall form Annex I.A to the Transfer Clauses (List of Parties).
- (h) The contents of Annex I.B to Appendix I shall form Annex I.B to the Transfer Clauses (Description of Transfer).
- (i) 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).
- (j) The contents of Annex II to Appendix I shall form Annex II of the Transfer Clauses (Technical and organisational measures including technical and organisational measures to ensure the security of the data).

ANNEX I

A. LIST OF PARTIES

Data exporter: Either Autodesk or [Click or tap here to enter text.](#) when acting as Disclosing Party (Controller). The activities relevant to the transfer of relate to the Processing of Personal Data under the Agreement.

Data importer: Either Autodesk or [Click or tap here to enter text.](#) when acting as Receiving Party (Controller). The activities relevant to the transfer of relate to the Processing of Personal Data under the Agreement.

Contact person's name, position and contact details for Autodesk: The contact details associated with Autodesk as specified in the Agreement.

Contact person's name, position and contact details for [Click or tap here to enter text.](#) : The contact details associated with Partner as specified in the Agreement.

B. DESCRIPTION OF TRANSFER

Categories of Data Subjects whose personal data is transferred

The Personal Data transferred pursuant to the Agreement may concern some or all of the following categories of Data Subjects depending on the nature the Agreement:

- 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 transferred

The Personal Data transferred pursuant to the Agreement may involve some or all of the following categories depending on the nature the Agreement:

- 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 Personal Data transferred pursuant to the Agreement may involve some or all of the following categories of sensitive data depending on the nature the Agreement (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

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

Continuous basis.

Nature of the processing

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(s) of the data transfer and further processing

Processing of Personal Data under the Agreement.

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

For the duration of the Agreement or as otherwise specified in the Agreement.

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

The subject matter, nature, and duration of the processing are as described in Annex I.B of Appendix I to this Agreement.

ANNEX II

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(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

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

Click or tap here to enter text.

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.

Click or tap here to enter text.

Pursuant to Section 6 of this ICDPA, each Party will implement appropriate technical and organizational measures to provide an appropriate and reasonable level of data security, including for transfers to Processors.

APPENDIX II

UK ADDENDUM TO THE TRANSFER CLAUSES

1. Where this UK Addendum uses terms that are defined in the Annex those terms shall have the same meaning as in the Annex. In addition, the following terms have the following meanings:
 - (a) This “UK Addendum” means this Addendum to the Transfer Clauses.
 - (b) The “Annex” means the Transfer Clauses.
2. 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.
3. This UK Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in UK Data Protection Laws.
4. 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

5. In the event of a conflict or inconsistency between this UK Addendum and the provisions of the Transfer Clauses or other related agreements between the Parties, existing at the time this UK Addendum is agreed or entered into thereafter, the provisions which provide the most protection to Data Subjects shall prevail.

Incorporation of the Transfer Clauses

6. The 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 2 February 2022, as it is revised under section 18 of those Mandatory Clauses, shall apply.
7. For the purposes of Part 1, Table 4 of the Approved Addendum, neither party may end the Approved Addendum when it changes.

Executing this UK Addendum

8. By signing the Addendum the Parties agree to be bound by the UK Addendum to the Transfer Clauses.

APPENDIX III**SWISS ADDENDUM TO THE TRANSFER CLAUSES**

1. 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 Article 6 paragraph 2 letter a FADP:
 - (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) of the Transfer Clauses.
 - (d) The Transfer Clauses also protect the data of legal entities until the entry into force of the Revised FADP.
 - (e) The FDPIC shall act as the “competent supervisory authority” insofar as the relevant data transfer is governed by the FADP.

APPENDIX IV**CALIFORNIA PERSONAL DATA ADDENDUM**

1. For the purposes of this subsection, “**Sale**”, “**Sell**”, and “**Selling**” shall have the same meanings as in CCPA.
2. Receiving Party shall not Sell California Personal Data received from Disclosing Party unless such Sales are consistent with CCPA and permitted by the ICDPA.
3. If Disclosing Party Sells California Personal Data to Receiving Party with knowledge that Receiving Party intends to further Sell such data: (1) Disclosing Party represents and warrants that Data Subjects to whom California Personal Data relates were provided explicit notice of Disclosing Party’s data processing and an opportunity to opt out of Sales; and (2) Receiving Party represents and warrants that it either (i) will present a notice at collection as defined in the CCPA to Data Subjects to whom California Personal Data relates or (ii) will register as a data broker under Cal. Civ. Code § 1798.99.80 and include in its registration a link to its privacy policy that includes instructions on how a consumer can submit a request to opt out of Sales.
4. If Receiving Party receives from Disclosing Party Deidentified Data, Receiving Party will comply with the requirements of Cal. Civ. Code Section 1798.140(m).
5. The Parties agree and acknowledge that Disclosing Party allows Receiving Party to access California Personal Data for the specific and limited purpose described in Annex I to Appendix I or as permitted in the CCPA.
6. Receiving Party covenants that it will use California Personal Data only for the purposes permitted in Section 5 or in the CCPA; (ii) comply with all applicable sections of the CCPA and provide the same level of privacy protection to California Personal Data as required by Businesses; and (iii) notify Disclosing Party within 5 business days of making a determination that Receiving Party can no longer meet its obligations under the CCPA.
7. Disclosing Party may take reasonable and appropriate steps to (i) confirm that California Personal Data is being used consistent with the CCPA and this Addendum; and (ii) prevent, stop, or remediate unauthorized processing of California Personal Data.
8. If Disclosing Party authorizes Receiving Party to collect California Personal Data from a Consumer through Disclosing Party’s website, then Receiving Party covenants to check for and comply with opt-out preference signals.

APPENDIX V**BRAZIL TRANSFER CLAUSES**

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 V.
2. Where the parties have agreed to the Brazilian Transfer Clauses, the following shall apply:
 - (a) The parties' signature to this ICDPA shall be considered as a signature to the Brazilian Transfer Clauses;
 - (b) The contents in Annex I of Appendix I of the ICDPA shall form Clause 1 and Clause 2.
 - (c) The parties select Exporter/Controller and Importer / Controller for Clause 1 and Option A for Clause 4, and the parties agree that the Importer is responsible for the items addressed in Clauses 4.1(a)-(c);
 - (d) 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;
 - (e) The contents of Annex II, Appendix I to the ICDPA (description of technical and organisational measures) shall form Section III – Security Measures; and
 - (f) 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.