

#### **AMCAD ENGINEERING**

# DATA PROCESSING EXHIBIT (DPE)

**FOR** 

### IQSTAR 1.6-1.7 / VISION 2.4-2.4.1 / WHITEBOARD 1.6-1.7 / FLOATING SERVER 1.0-1.1 : LICENSED PROGRAMS

This Data Processing Exhibit (hereinafter "DPE") and the terms incorporated herein by reference (including terms referenced on a website) are an integral part of the end user license agreement between AMCAD and Customer ("Agreement") and complement the terms of the section "Data Privacy" of the Agreement related to the Processing by AMCAD of Personal Data on behalf of Customer, as part of Customer's access and use of License Activation related to the offering specific terms (OST) located at the website available at <a href="https://www.amcad-engineering.com/terms">www.amcad-engineering.com/terms</a>.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. "Customer" means the relevant entity that has entered into the Agreement with AMCAD to use the License, whatever it is referred to in that Agreement.

In the event of a discrepancy, inconsistency or contradiction between this DPE and the other terms of the Agreement, the provisions of the Agreement shall prevail. Customer acknowledges that it has full knowledge of and agrees with all the terms of this DPE and those incorporated herein by reference.

This DPE applies where and only to the extent that AMCAD, in the course of providing a License Activation to Customer pursuant to the Agreement, processes Customer's Personal Data and such Personal Data is subject to the Applicable Data Protection Legislation. Accordingly, Customer is the Controller of Personal Data and AMCAD shall Process Personal Data as a Processor pursuant to Customer's written reasonable instructions, which shall in all circumstances be consistent with the Agreement. AMCAD and Customer are each independent Controllers with regard to the Processing of Personal Data as part of the License provided by AMCAD to Customer according to the Agreement.

The terms of this DPE shall survive as long as AMCAD continues to retain any Customer's Personal Data.

This DPE shall be governed by and construed in accordance with governing law and jurisdiction provisions of the Agreement, unless required otherwise by Applicable Data Protection Legislation.

This DPE is composed of the following Annexes, as reproduced attached and/or incorporated by reference:

- Annex 1: List of parties;
- Annex 2: Description of the Processing;

This DPE may be updated from time to time to reflect evolutions according to AMCAD's standards, as well as to take into account enhancement(s) and/or update(s) introduced with new Release(s). The then-current version of the DPE at the date of the Transaction Document will apply to the License purchased by Customer and, except for the list of Sub-Processors available in Annex 4, will not change for the duration of the License provided for such Transaction Document.



## **ANNEX 1: LIST OF PARTIES**

Controller:

Name: [Customer, as identified in the Agreement]

Address: [Customer address, as identified in the Agreement]

Contact person's name, position and contact detail: [If available, as defined in the Agreement]

Signature and accession date: [As set out in the Agreement]

Processor:

Name: [AMCAD, as identified in the Agreement]

Address: [AMCAD address, as identified in the Agreement]

Contact person's name, position and contact detail: Processor may be contacted:

- by email: acount@amcad-engineering.com
- by mail: AMCAD Engineering 20 rue Atlantis, 87000 Limoges, FRANCE
- Signature and accession date: [As set out in the Agreement]



## **ANNEX 2: DESCRIPTION OF THE PROCESSING**

## Categories of Data Subjects whose Personal Data is Processed

Data Subjects include:

- Customer's authorized users, which may include, depending on the terms of the Agreement and on Customer's use of the License, Customer's employees, contractors, collaborators, teachers, students and partners;
- Any other Data Subject whose Personal Data is included in Customer Data.

### **Categories of Personal Data Processed**

The categories of Personal Data that may be Processed by AMCAD as Processor, depending on Customer's use of the License, may include:

- First name, last name;
- Email address:
- Postal address;
- Company name
- Job title and location;
- Phone number:
- Connection data (IP address, logs, etc.);
- License Product Key;
- Machine Key;
- Number of Machine registrations and de-registrations for License Activation;
- Number of License Activations for statistical analysis purposes;
- Usage statistics, to analyze usage trends and better guide Software developments;

Customer acknowledges and agrees that the AMCAD Offerings are not dedicated to Process any sensitive Personal Data or special category data, as defined by the Applicable Data Protection Legislation, unless a dedicated written agreement is executed between the parties.

#### Nature and Purpose of the Processing

AMCAD offers a portfolio comprised of measurement, modeling, and simulation of RF and Microwave Circuits applications available on a cloud-based platform.

AMCAD Processes Personal Data to provide the online License Activation service as specified under the Agreement. As part of the services, and if available in the applicable OST, AMCAD may collect, access to, use, store, delete and otherwise Process Customer's Personal Data on its behalf for the following purposes:

- Cloud operations services (including access rights management, collaboration, authoring and storage);
- Email, Scheduling services;
- Analytics services;
- Authentication services;

### **Duration of the Processing**

AMCAD Processes Personal Data for the duration of the License Activation or related services as specified under the End User License Agreement.

Customer may ask for Customer's Personal Data pursuant to the procedures described in the Documentation and, as the case may be, within the timelines defined in the Support and Maintenance Service Level Agreement published at <a href="https://www.amcad-engineering.com/terms">www.amcad-engineering.com/terms</a>.

## For Processing by Sub-Processors, also specify subject matter, nature and duration of the Processing

In order to provide the Services, AMCAD may appoint other companies as Sub-Processors which may receive, from AMCAD or from any other SubProcessor of AMCAD, Personal Data for the sole and exclusive purpose to Process activities to be carried out on behalf of Customer in accordance with the terms of the Agreement and the terms of a written subcontract.

AMCAD will ensure that the same data protection obligations as set forth in the Agreement shall be imposed on the Sub-Processors by way of a contract and/or the standard contractual clauses from the European Commission in such a manner that the Processing will meet the requirements of the Applicable Data Protection Legislation.

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