

Application for Transfer of Software License, Maintenance Plan or Subscription

This Application Form must be completed in full and submitted to Autodesk whenever you want to transfer an Autodesk software license (and associated maintenance plans) or subscription (each referred to below as an "Autodesk Offering")

Instructions: What you need to do

- 1. Complete this Application.
- 2. Transferor and transferee must print and sign the Application.
- 3. Scan your signed Application and save it to your computer in a PDF format.
- 4. Complete our online <u>Customer Assistance web form</u>
- 5. In the How May We Assist You? Field, enter "Transfer Exception Application."
- 6. Attach your Application signed by Transferor and Transferee and submit it.

Step 1: Select your situation (Select one)

The below situations are applicable for **software licenses**, **maintenance plans** and **subscriptions**, **unless otherwise specifically noted**.

We'd like to transfer our Autodesk Offering(s) to one of our subsidiaries or to our parent company.
We'd like to transfer our Autodesk Offering(s) because of a merger, acquisition, or spinoff.
We'd like to split our Autodesk Offering(s) among our partners.
We're privatizing our company from one that was government-owned or controlled.
We'd like to register our Autodesk Offering(s) with our own company in another country.
We'd like to donate our Autodesk Offering(s) to a non-profit organization.

	☐ We'd like to transfer our Autodesk Offering(s) from Private Entity to United States of						
	America Government Organization related to disposition of Government property, direct						
under the contract or the completion of the contract. We'd like to transfer Autodesk Offering(s) within the European Economic Area of							
							Switzerland, and our situation is none of the above.
2.	En	Enter company information					
	Original Licensee/Subscriber (Transferor)		Prospectiv	e Licensee/Subscriber (Transferee)			
	Company Name		Company Nam	е			
	Street Address		Street Address				
	City		City				
	State or Province		State or Province				
	Postal Code Country			Postal Code			
				Country			
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3.	Enter the Transferee Contract Manager / Contact information						
		Name:					
	Email:						
4. Enter the Transferee Reseller information (if applicable)							
	Reseller Name:						
		Country:					
		Email:					
5.	5. Enter license or subscription information (attach additional pages if needed)						
		ial Number	Product Name		Number of seats		
	Ser	ial Number	Product Name		Number of seats		
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Serial Number	Product Name	Number of seats
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Serial Number	Product Name	Number of seats
Serial Number	Product Name	Number of seats

6. Read the terms of your application

By signing this form, each signatory represents, acknowledges and warrants the following:

- (a) The signatory is authorized to execute this Transfer of License / Transfer of Subscription Form on behalf of the Transferor or the Transferee (as the case may be) ("each a Principal") and to bind the Principal they represent to the representations and warranties contained herein;
- (b) All information provided pursuant to this form is true and correct;
- (c) Each Autodesk Offering subject to the Transfer of License / Transfer of Subscription Form is genuine, valid, and being used in a compliant manner; and
- (d) The Transferor is assigning, and the Transferee is accepting assignment of, the software and related maintenance plan, membership or other services (as applicable), or subscription which is/are the subject of this Transfer of License / Transfer of Subscription Form. As part of that assignment the Transferor is assigning the applicable Software License Agreement, Maintenance Plan Terms and Conditions, Subscription Terms and Conditions or Terms of Service (collectively "Terms of Use") that accompany, or are otherwise designated by Autodesk as governing the use of and/or access to, the Autodesk Offering being transferred. The applicable Terms of Use may be viewed here Legal Notices and Trademark. The Transferor and Transferee request that Autodesk update its records accordingly to reflect that assignment.
- (e) Autodesk shall be under no obligation to provide any additional or replacement media to either the Transferor or the Transferee for the Autodesk Offering being assigned.

Each Principal further:

- (i) Acknowledges and agrees that access and use of the Autodesk Offering remains conditioned on continuous compliance with the terms and conditions of the applicable Terms of Use, including, but not limited to compliance with applicable export control laws and similar applicable laws, and the Transferee shall and hereby does agree to be bound by and to comply with all of the terms specified in that/those applicable Terms of Use.
- (ii) Acknowledges and agrees that if (a) software license(s) is/are the subject to this Application and that/those license(s) has (have) been under a maintenance plan prior to the transfer, and that/those maintenance plan(s) is/are not transferred with the software license(s) to which they relate, that said maintenance plan will automatically terminate as a consequence of the transfer.
- (iii) Acknowledges and agrees that if (a) subscription(s) is/are the subject of this Application and that/those subscription(s) include Regional Extra Territory Rights ("Regional ETR") or Global Extra Territory Rights ("Global ETR") prior to the transfer, then those Regional ETR or Global ETR will automatically terminate as a consequence of the transfer.

IMPORTANT Please note: When transferring a subscription, any Content created and stored by the Transferor or any of the Transferor's Users will NOT be transferred with the Subscription. Any Content created and stored on Autodesk servers is associated with the User ID that created the Content, not with the Subscription contract itself. Consequently, a transfer of the Subscription involves transfer of access and entitlement to the subscription itself, not transfer of any Content created by a user. If a Transferor wishes to transfer Content with a Subscription, it is the responsibility of the Transferor to manage the transfer of any Content by the User ID's that created that Content, separately and outside of this transfer process. . Autodesk will not transfer any Content on behalf of a Transferor or User to a Transferee

By signing this Form, the Transferor certifies, under the penalty of perjury, that on or prior to the date of the Transferor's signature all copies, including any backup copies, of any Autodesk Offerings listed in this Application which comprise software products, and which have not otherwise been transferred to the Transferee, have been (1) permanently de-installed or deleted from all computers, file servers, machines, mobile devices, storage or other media and (2) destroyed, by the Transferor.

At any time, including after Autodesk confirmation of any transfer, both parties agree that Autodesk may investigate the accuracy and veracity of the information provided by either party in connection with this Application. The parties agree to cooperate with and participate in Autodesk's verification efforts and to provide such further information, documentation or other items of proof as are reasonably requested by Autodesk, to validate the accuracy, veracity and completeness of all information provided by the parties in connection with this Application. If Autodesk discovers that any information provided by either party in connection with this Application is false, inaccurate or materially incomplete or misleading, the Transferor and Transferee both acknowledge and agree

that Autodesk has the right to (1) rescind any confirmation of transfer issued based on such unsupported request, (2) terminate the affected Autodesk Offering in accordance with the applicable Terms of Use, and (3) pursue any other remedies available in law or equity for such false, inaccurate or materially incomplete or misleading submission of information.

7. Sign your request: All fields are required

Original Licensee/Subscriber (Transferor)	Prospective Licensee/Subscriber (Transferee)
Authorized Signature	Authorized Signature
Name of Applicant	Name of Applicant
Title	Title
Phone	Phone
Email	Email
Date	Date