

**Transfer Application**

*This Transfer Application must be completed and submitted to Account Owner for PTC to process any transfer request. Please complete ALL sections of this form.* ***Please note, completion of this form does not guarantee that a transfer will be authorized.*** *Transfers are effective only upon all parties’ signature of this document and are further subject to the Transfer Terms and Conditions set forth below.*

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**1. Transferring and Receiving Company Information**

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|  | **Transferring Company Information** | **Receiving Company Information** |
| Contact Name |  |  |
| Title |  |  |
| Contact E-mail |  |  |
| Contact Phone Number |  |  |
| Company Name |  |  |
| Company Address |  |  |
| License Installation Address |  |  |
| PTC Customer Number (if known) |  |  |
| HOST ID/MAC address (if known) |  |  |
| Company Registration Number (if known) |  |  |

**2. Transfer Information**

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| --- | --- |
| **Relationship Type:**  PTC direct customer  PTC Purchased from PTC reseller  Other (specify): | **Type of License or Service to be Transferred:**  The Licenses and/or Services I want to transfer are:  Perpetual  Subscription  SaaS  A mix |
| **Full or partial Transfer:** NOTE: PTC generally will not consent to any transfer that would split subscription or SaaS items between PTC’s original customer and the entity to which the customer wished to transfer a portion of its subscription or SaaS items.  Full  Partial | |
| **Agreement with PTC**  Please identify Transferring Company’s agreement with PTC for the transferred items:  Signed agreement dated        Standard PTC on-line agreement | |

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| **Geographical Effect of Transfer**  Will the requested transfer move the transferred items to a different country?  Yes  No  If yes, from what country       to what country  NOTE: Transfer may require payment of a transfer fee and uplift fee if the transfer is to a different country, as set forth below. |
| **Reason for transfer** *(Please check all applicable)*  Transferring Company or operating unit was acquired, merged or divested  Bankruptcy  Transfer to parent company or other affiliate  Transferring Company is establishing a joint venture  Transferring Company acquired company or operating unit  Consolidate existing PTC customer numbers to one customer numb  Transfer to one or more of Transferring Company’s subsidiaries  Other (specify):  Please attach to your Transfer Application (e.g., by email) any company documents (such as a certificate of merger or acquisition) relevant to the transfer. |

**3. Information on Items Requested for Transfer**

*Please indicate in the table below the PTC products and quantities that you wish to transfer. Also include the contract number of your annual support services or subscription agreement with PTC for the products listed in the table.*

NOTE: You can generate a Customer Detailed Report on the PTC website and review your Licensed Product data before filling out the table below. The link to generate a report is: <https://support.ptc.com/apps/licensePortal/auth/ssl/+cdr>. The report can be printed in different levels of product and sub-product detail. Select the “Orderable” reporting option to generate a list of your licensed products, and use that data to complete the table below.

**PTC Items Requested for Transfer**

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| --- | --- | --- | --- | --- | --- | --- |
| **Qty** | **Part Number** | **Product**  **Description** | **Annual Support Services Contract or Subscription Number** | **Term End Date** | **Reference**  **Number** | **Next Invoice Date for Transferee** |
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**4. Transfer Fee/Uplift Fee (To be completed by PTC representative). This section is not applicable to transfers for customers who purchase through PTC Channel Partners. For such customers, transfer or uplift fees will be quoted directly by the Partner.**

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| --- | --- |
| **Transfer Fee**    Applicable. Amount will be       in       currency.  The fee will be payable by:  Transferring Company  Receiving Company | **Uplift Fee**    Applicable. Amount will be       in       currency.  The fee will be payable by:  Transferring Company  Receiving Company |

**5. Terms and Conditions of Transfer**

1. Provided it has first been signed by the Transferring Company (the “Assignor”) and the Receiving Company (the “Assignee”), and subject to fulfillment of the conditions outlined herein, these Terms and Conditions of Transfer (“Transfer Agreement”) shall take effect on the later of: (i) the date of its signature by all of the parties and (ii) the effective date specified below, if any (“Effective Date”).

Effective Date:

1. Assignor hereby assignsto Assignee, and Assignee accepts with effectfrom the Effective Date the assignment of, the Transferred Items and the rights, obligations and restrictions relating to the Transferred Items, subject to the terms specified below.
2. Assignee hereby undertakes to PTC that it shall from the Effective Date be bound by the terms and conditions of the applicable documents posted on <http://www.ptc.com/legal-agreements>. The applicable documents are the “On Premise Software License Terms” for perpetual and subscription software licenses, the “PTC SaaS and Private Cloud Terms and Related Documents” for Cloud and SaaS Services. If Assignee has a relevant signed agreement(s) (i.e., license agreement for licenses transferred, and SaaS agreement for SaaS items transferred) with the applicable PTC entity, such signed agreement will supersede the corresponding agreement that is posted on <http://www.ptc.com/legal-agreements> (except that this sentece shall not apply to any Transferred Items for which there is a product-specific agreement posted there, such as without limitation, Vuforia Engine or PTC MKS Toolkit). Assignee represents that it has reviewed the documents referenced above in this Section C (as applicable, the “Assignee Agreement”) and agrees that the Assignee Agreement will govern the Transferred Items.
3. Assignee shall be responsible for the renewal fees applicable to the renewal of the Transferred Items. The Transferred Items will renew automatically at the end of the current term for additional renewal periods equal to the length of the most recent term without the need for additional documentation unless either party notifies the other party in writing of non-renewal at least 60 days prior to the renewal date. The annual fee for each renewal period will be based upon the fully discounted pricing for the final year of the prior term,subject to increase by PTC for each renewal period by an amount not to exceed eight percent (8%) of the fee for the prior year. For the sake of clarity, such fee increase will apply at the outset of each renewal period, and then that increased annual fee will be fixed for the entire renewal period regardless of length. Notwithstanding the foregoing, (i) if the Transferred items are renewed through a PTC Channel Partner, nothing herein shall impair the channel partner’s discretion in relation to the prices and discounts it grants to the Customer, and (ii) this subsection D does not apply to support for perpetual licenses.
4. Assignor certifies that as of the Effective Date, all licensed Transferred Items as well as any documentation related thereto will be immediately transferred to Assignee and that all copies and system recovery copies thereof will be immediately destroyed and/or deleted from Assignor’s computer libraries or storage facilities and shall no longer be used by Assignor. Assignor acknowledges that all ongoing obligations prior to the Effective Date, particularly payment obligations out of ongoing maintenance agreements, shall survive the assignment and Assignor remains obliged to PTC for any such obligations.Any commercial benefits or any other special conditions granted to Assignor by PTC will not be applicable to Assignee unless explicitly agreed between PTC and Assignee in writing.
5. Any commercial benefits or any other special conditions granted to Assignor by PTC will not be applicable to Assignee unless Page 4 of 4 Apr 2023 explicitly agreed between PTC and Assignee in writing.
6. PTC’s consent below to the requested transfer is subject to, and conditioned upon, PTC’s receipt of a purchase order from Transferring Company and/or the Receiving Company for payment of all remaining fees with respect to the Transferred Items plus the transfer and/or uplift fees (if any) identified above. In the event that such condition is not met, the parties hereby agree that PTC’s consent below shall be null and void.
7. This Agreement shall be subject to and construed in accordance with the applicable law applicable to the License Agreement with PTC under which the Transferred Items were granted to Assignor by PTC.
8. If the Transferred Items will be used in any of the following countries (Afghanistan, Armenia, Azerbaijan, Bahrain, Belarus, Burma, Cambodia, Central African Republic, China (PRC), Democratic Republic of Congo, Cyprus, Egypt, Eritrea, Georgia, Haiti, India, Iraq, Israel (Mathcad only orders dop not require CIU), Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Lebanon, Libya, Macau, Moldova, Mongolia, Oman, Pakistan, Qatar, Russia, Saudi Arabia, Somalia, Sri Lanka, Taiwan, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, Uzbekistan, Venezuela, Vietnam, Yemen, Zimbabwe), PTC will also require a Certificate of Intended Use with this transfer paperwork. Contact PTC for the template Certificate of IntendedUse.
9. All personal data received or collected by PTC in connection with the performance of its obligations will be processed in accordance with the Data Processing Terms and Conditions available at <https://www.ptc.com/en/documents/policies> and PTC’s privacy policy <https://www.ptc.com/en/documents/policies/privacy>.

This Transfer Application are hereby accepted by the duly authorized representatives of the parties by their signatures below. **Note that the Transfer Application should initially be submitted unsigned, and then once PTC has completed Sections 4 and 5, the completed application should be resubmitted with the appropriate signatures.**

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| **Assignor Company Legal Name:** | **Assignee Company Legal Name:** |
| **Signature:** | **Signature:** |
| **Full Name:** | **Full Name:** |
| **Email:** | **Email:** |
| **Title:** | **Title:** |
| **Date:** | **Date:** |

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| --- |
| **PTC\*** |
| **PTC Signature:** |
| **Date:** |

\*PTC shall mean PTC Inc. or, if the purchase is made outside the United States of America, the applicable PTC Affiliate covering the country of purchase, as determined under the PTC Affiliate List (available at:

<https://www.ptc.com/en/documents/legal-agreements/ptc-affiliates>