# ADDITIONAL TERMS – PIX4Dengine (ATPE) Pix4D General Terms and Conditions for Customers

This Additional Terms – PIX4Dengine (the **"ATPE"**) applies to You in case You have purchased through an Approved Source a Subscription to Our PIX4Dengine Software.

The ATPE forms an integral part of and complements the Pix4D General Terms and Conditions for Customers (the "General Terms"), insofar as it sets forth specific terms and conditions applicable to Your Subscription to the PIX4Dengine Software. It complements as well the Pix4D End-User License Agreement (the "EULA") given that a certain number of provisions contained herein concern the access and/or the use of PIX4Dengine by You.

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the General Terms.

#### 1 GENERAL

- 1.1 The PIX4Dengine License is a Cloud Software or a Server Software License which grants You (and Your Authorized Users), against payment of the fees set forth in the Subscription Schedule or Invoice, the right to install, access, use and operate PIX4Dengine within the limits of Your Consumption Allowance.
- 1.2 You can freely choose whether to buy a Cloud Software License and/or a Server Software License. Please be aware that the prices for these two types of Licenses may differ.

#### 2 FEES

- 2.1 <u>Principle.</u> The PIX4Dengine License fee is calculated in terms of a certain fixed-size quantity of PGP (the "**PGP Blocks**"), corresponding to Your maximum Consumption Allowance. You may purchase an initial PGP Block of a certain size corresponding to Your initial Consumption Allowance. You can freely choose the size of the PGP Block You wish to purchase, knowing that the bigger the size of the PGP Block, the higher the cost of the License, but the lower the price for a single PGP Block unit.
- 2.2 <u>Price List</u>. The price list for PIX4Dengine is available upon request to Our sales team using the Website contact form or via e-mail at sales@pix4d.com.

#### 3 PIX4DENGINE SUBSCRIPTION TERM

- 3.1 <u>Term.</u> Unless agreed in writing by Us, You may only subscribe to PIX4Dengine for a maximum Subscription term of 12 (twelve) months (the "Subscription Term"). The Subscription Term is non-renewable, but can be extended as described in Section 4.2 below.
- 3.2 <u>Use of the PGP Blocks.</u> During the Subscription Term, You shall fully consume Your Consumption Allowance. If, at the end of the Subscription Term, You have not fully consumed Your Consumption Allowance, the balance of unused PGP Blocks will be forfeited and no reimbursement will be applied.

#### 4 ADDITIONAL PURCHASE OF PGP BLOCKS AND EXTENDED SUBSCRIPTION TERMS

- 4.1 Additional Purchase. If You have used Your Consumption Allowance in full before the end of the Subscription Term (or the Extended Subscription Term, as defined in Section 4.2 below) or if You simply wish to increase the size of Your Consumption Allowance, You may, at any time during the Subscription Term, purchase additional PGP Blocks. You may do so by contacting Our sales team using the Website contact form or via e-mail at <a href="mailto:sales@pix4d.com">sales@pix4d.com</a>. You may Order as many additional PGP Blocks You wish, but only within the duration of the Subscription Term.
- 4.2 <u>Extended Subscription Term.</u> If Your additional purchase consists in a PGP Block:
  - of an equivalent or greater size than the PGP Block initially bought, then the Subscription Term will be extended for additional 12 (twelve) months from the date of the additional purchase (the "Extended Subscription Term");
  - (b) of a smaller size than the PGP Block initially bought, then the Subscription Term will NOT be extended.
- 4.3 <u>Confirmation</u>. The Extended Subscription Term will only be applied further to Pix4D's written confirmation to You.
- 4.4 Payments. Additional purchases of PGP Blocks must be paid in advance.

## 5 OPTIONAL SUBSCRIPTIONS

PIX4Dengine Offline Software. Pix4D may also provide, as an option, at Your request to Our sales team using the Website contact form or via e-mail at <a href="mailto:sales@pix4d.com">sales@pix4d.com</a>, a Pix4D Server Software License which can run offline (i.e. without access to the internet).

#### 6 AUTO-REBUY

- 6.1 <u>Subscription</u>. You may separately subscribe to the auto-rebuy feature, which automatically recharges, during the Subscription Term, Your Consumption Allowance each time it expires with an additional PGP Block of an equivalent size as the PGP Block initially bought.
- 6.2 <u>No Subscription Term Extension</u>. The Auto-Rebuy feature does not extend the Subscription Term.
- 6.3 Opt-Out. You may cancel the Auto-Rebuy feature at any time during the Subscription Term, by contacting Pix4D through the Website contact form or through Pix4D's ticketing system.



# 7 MONTHLY STATEMENT

During the Subscription Term, Pix4D will provide You with a monthly statement showing the following information: Your active Subscriptions and their expiry date as well as Your total Consumption Allowance (PGP Blocks) and the balance of unused Consumption Allowance (PGP Blocks).

### 8 TRIAL

The Trial License Term for PIX4Dengine is 30 (thirty) days.

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