

ADDITIONAL TERMS – PIX4Dengine SDK (ATPE)

Pix4D General Terms and Conditions for Customers

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

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

1 GENERAL

The PIX4Dengine SDK License is a Server Software License which grants You (and Your Authorized Users), against payment of the fees set forth in the ATPE or the relevant Subscription Schedule or Invoice, the right to install, access, use and operate PIX4Dengine SDK within the limits of Your Consumption Allowance.

2 FEES

- 2.1 **Principle.** The PIX4Dengine SDK License fee is calculated in terms of a certain fixed-size quantity of Units (the term "**Units**" means the metric used to calculate Your use of the Software, being either "PGP" or "Hectares"), corresponding to Your maximum Consumption Allowance.
- 2.2 **Units.** You may purchase an initial quantity of Units of a certain size corresponding to Your initial Consumption Allowance. You can freely choose the size of the Units You wish to purchase, knowing that the bigger the size of the Units, the higher the cost of the License, but the lower the price for a single Unit. The specific conversion ratio at which different metrics (e.g., Hectares vs. PGP) convert into Units is determined by Pix4D and reflected in the total Consumption Allowance granted on Your Invoice or Subscription Schedule. For additional purchase of Units beyond Your initial Consumption Allowance, see Section 4.2 below.
- 2.3 **Pricing.** The pricing for PIX4Dengine SDK is available upon request to Our sales team using the Website contact form or via e-mail at sales@pix4d.com.

3 PIX4DENGINE SDK SUBSCRIPTION TERM

Unless agreed in writing by Us, You may only subscribe to PIX4Dengine SDK for a Subscription term of either (i) 12 (twelve) months, or (ii) 36 (thirty-six) months (the "**Subscription Term**"). If You do not cancel Your subscription before the end of the initial Subscription Term, Your subscription will automatically be renewed for the same term as Your initial Subscription Term (i.e. 12 (twelve) months or 36 (thirty-six) months) with the same initial Consumption Allowance and pricing conditions, and Your Subscription shall continue for additional, successive renewed periods until Your Subscription is cancelled.

4 USE AND AUTOMATIC PURCHASE OF UNITS

- 4.1 **Use of the Units.** Your Units should be fully consumed during each Subscription Term. If, at the end of the relevant Subscription Term, You have not fully consumed Your Units, the balance of unused Units will be forfeited and no reimbursement will be applied, even in the case of renewal of Your Subscription for a new Subscription Term.
- 4.2 **Automatic Purchase/Pay-as-you-go.** If You have used Your Consumption Allowance in full before the end of the Subscription Term, Your continuous use of PIX4Dengine SDK Software will involve the automatic purchase of additional Units based on your actual consumption of Units through your use of PIX4Dengine SDK Software ("pay-as-you-go" system), up until the cancellation or renewal of the relevant Subscription Term (the "**Additional Units**"). The invoicing applicable to such Additional Units is provided in Section 5.2 below.

5 TERMS OF PAYMENT

- 5.1 **License Fee.** The PIX4Dengine SDK License fee, including the Units part of the Subscription Term, is invoiced upfront at the beginning of the relevant Subscription Term.
- 5.2 **Additional Units.** Additional Units are subject to a tiered bucket invoicing system based on Your PIX4Dengine SDK Subscription, the rate and volume level of tiers of which are defined in the price list for PIX4Dengine SDK available as per the terms of Section 2.3 above. Additional Units are invoiced monthly, according to Your consumption thereof.

5.3 Terms of payment. All invoices shall be paid within 30 days as of the date of the relevant invoice.

5.4 Change of Subscription. A change of Your PIX4Dengine SDK Subscription is possible after a period of 12 (twelve) months, provided that the Subscription Term initially subscribed to was longer, subject to:

(a) The new Subscription value in terms of Units included in the relevant Subscription Term being higher than the current Subscription value; and

(b) The new Subscription term being of 36 (thirty-six) months.

5.5 Early Termination. In case of non-payment of the fee for the relevant Subscription Term or for any Additional Units, Pix4D shall have the right to terminate the Subscription and suspend Your access to PIX4Dengine SDK without further notice.

6 TRIAL

The PIX4Dengine SDK Software may be provided to You as a Trial Version for limited License Term of 30 (thirty) days and is strictly for non-commercial evaluation. This License is intended solely for the internal validation of PIX4Dengine SDK, it may not be used to test, tune or benchmark any third-party software or hardware.

7 TEST / DEVELOPMENT LICENSE

The PIX4Dengine SDK Software may also be licensed to You, at Pix4D's discretion, to test new updates or bug fixes provided You already have a valid PIX4Dengine SDK Subscription ("**Test License**"). Consumption Allowance for the Test License is capped at 10% of the current month product volume of Your Pix4Dengine SDK Subscription. The Test License term is 30 days. Should You exceed the Consumption Allowance authorized for the Test License, the rules for Increased Use set at Section 3.2(b)EULA shall be fully applicable to the Test License.

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