

## ECOMMERCE TRANSACTION TERMS

[Rev. September 2023]

These eCommerce Transaction Terms (these “**Terms**”) govern your purchase of subscriptions to Software (as defined below) through Applanix’s eCommerce solution (the “**eCommerce Solution**”). These Terms do not apply to purchases of Software that did not occur through the eCommerce Solution.

### 1. Definitions.

“**Applanix**” means Applanix Corporation.

“**Software**” means any software, library, utility, tool, or other computer or program code purchased through the eCommerce Solution, in object (binary) or source-code form. Software includes firmware, software locally installed on your systems, and software accessed by you through the Internet or other remote means (such as websites, portals, and software-as-a-service and other “cloud-based” solutions (“**SaaS**”)).

“**Software Terms**” means any license agreements, terms of service, product terms, subscription, master, or other agreements that are applicable to the Software.

“**You**” means the individual or entity that has purchased subscriptions to Software through the eCommerce Solution. If you are an employee of an entity, then you represent that you are authorized to, and by accepting these Terms hereby agree to, bind such entity to these Terms.

### 2. Payment.

In the event of a conflict or inconsistency between the provisions of this Section 2 (Payment) and of any payment provisions in any applicable Software Terms, the provisions of this Section 2 will control.

2.1 All payment for subscriptions to Software will be made using a credit or debit card following an order confirmation on the eCommerce Solution, and you agree to Applanix charging your credit or debit card in the amount set forth on the order confirmation. You will make payment in the currency indicated on the order confirmation. All credit card information will be collected and used in accordance with the [Privacy Notice](#). See Section 3.3.2 (Credit or Debit Card Payments for Subscription Renewals) below for additional information regarding the use of credit or debit cards for renewals of Software subscriptions.

2.2 In addition to payment for the Software subscription, you are required to pay any applicable foreign exchange fees, sales taxes, Value Added Tax, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes or similar charges shown on the order confirmation.

2.3 Unless otherwise specified in the applicable Software Terms, there will be no refunds of any fees paid for the Software.

### 3. Software.

**3.1 Software Terms; Applicable Sections of these Terms.** All Software purchased from the eCommerce Store will be governed by the Software Terms. Copies of any applicable Software Terms are available at <https://www.applanix.com/legal.htm> or upon written request to Applanix. In case of conflict, these Terms shall supersede any corresponding terms in the Software Terms.

**3.2 Acceptance.** Your acceptance of ordered Software is deemed to occur when the Software is activated or otherwise made available for your access, download, installation or use, whichever date is earlier. Software shall be delivered electronically, unless otherwise specified by Applanix in writing.

**3.3 Subscriptions.** The Software is provided on a subscription basis. For such Software, you will pay for a set term (“**Subscription Term**”) in advance.

#### **3.3.1 Automatic Renewals.**

(a) **At the expiration of each Subscription Term, notwithstanding anything in the Software Terms to the contrary, the subscription will automatically renew for an additional Subscription Term at the then-current pricing (which may have changed) unless you affirmatively opt out of such renewal at least one (1) day prior to the renewal date via the eCommerce Solution.**

(b) Notwithstanding the foregoing, if you have previously purchased a subscription for Software (the “**Initial Software Subscription**”), and you subsequently purchase an additional subscription to the same Software while at least one prior subscription is active (an “**Additional Software Subscription**”), then:

(i) the Subscription Term for the Additional Software Subscription and corresponding subscription fee will be prorated to the remainder of the then-current term of the Initial Software Subscription, so that the Initial Software Subscription and the Additional Software Subscription will have the same renewal date; and

(ii) At the expiration of each subsequent Subscription Term for the Additional Software Subscription, notwithstanding anything in the Software Terms to the contrary, the Additional Software Subscription will automatically renew for additional Subscription Terms equal in length to the Subscription Term for the Initial Software Subscription, at the then-current pricing (which may have changed) unless you affirmatively opt out of such renewal at least 15 days prior to the renewal date via the eCommerce Solution.

- 3.3.2** *Credit or Debit Card Payments for Subscription Renewals.* **You authorize Applanix to store your credit/debit card information and to automatically charge the then-current subscription price (which may have changed) plus tax on the renewal date(s). You must maintain current credit/debit card information with Applanix at all times.** In the event your credit or debit card information is not current and this results in your failure to pay in a timely manner, in addition to any of its other rights or remedies, Applanix reserves the right to suspend or terminate your subscription and/or access to the Software.
- 3.3.3** *Fee Adjustments.* Applanix may increase the fees it charges for its Software subscriptions at any time (including automatic renewals), but any increase in the fees will not take effect until the beginning of your next Subscription Term. Applanix may provide notice of such increases through the Software or otherwise. Your renewal of your Software subscription following such a pricing increase (including automatic renewal) will constitute confirmation of your acceptance of the pricing increase.
- 3.3.4** *Applanix Opt Out of Automatic Renewal.* Applanix may opt out of automatic renewals by providing you with written notice at least 15 days prior to the renewal date, which notice may be provided via the Software.