

# PIX4D GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

Effective: [May 14<sup>th</sup>, 2024]

This is an agreement between You and Pix4D or any relevant Affiliate ("We", "Us", "Our"), which, together with any supplemental terms and conditions as the case may be (collectively, the "General Terms"), applies to Your Account, Our Offerings and Your Orders.

"You" or "Your" means you personally (i.e. the individual who reads and agrees to be bound by the General Terms), or, if you act on behalf of a corporation or other legal entity, collectively, you and such corporation or other legal entity on whose behalf You register for an Account or make an Order.

Any capitalized terms used throughout the General Terms are defined terms. The definitions can be found in the main body of the General Terms and/or in Section 27.

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## 1 ACCEPTANCE OF TERMS

- 1.1 By accepting the General Terms during Your Account registration or while making an Order, or by accessing and using Our Offerings, You are agreeing to be bound by the terms and conditions set forth in the General Terms.
- 1.2 If You are acting on behalf of a company or other legal entity (for instance, as an employee or a contractor), You agree to the General Terms on their behalf. You represent and warrant that You have the right, power and authority to act on behalf and bind said entity.
- 1.3 **IF YOU DO NOT AGREE TO THE GENERAL TERMS, OR IF YOU DO NOT HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF THE ENTITY ENTERING THE GENERAL TERMS, DO NOT CREATE AN ACCOUNT, PURCHASE, SUBSCRIBE TO, ACCESS OR USE OUR OFFERINGS.**
- 1.4 Pix4D reserves its right to amend the General Terms at any time. We will notify You by posting a notice of any contemplated amendment(s) on the Website, or on the Account, or by sending You an email at the email address provided by You, if any, unless You have expressly formulated Your objection to this communication channel. If You do not explicitly object to the contemplated amendment(s), all notified amendments to the General Terms will be effective 2 (two) weeks after the date of their posting on the Website. If You do not agree to (or cannot comply with) any of those amendments, You may terminate the General Terms and shall stop using the Account or of the Offerings.

## 2 GENERAL

- 2.1 The General Terms govern the registration and use of the Account, Your Orders with Us as well as the delivery of Our Offerings from – or on behalf of – Us to You.
- 2.2 Depending on the circumstances, You may have alternative agreements (i.e. a master license agreement; each an **Alternative Agreement**) or complementary agreements (i.e. a Schedule or a SOW; each, a **Complementary Agreement**) signed directly with Pix4D. Any Alternative Agreement supersedes the General Terms with regards to their subject matter, whereas any Complementary

Agreement complements and constitutes an integral part of the General Terms.

- 2.3 In addition, certain specific Offerings and Licenses may be subject to additional terms which complement the General Terms (the "**Additional Terms**"). Please read any relevant Additional Terms before ordering, accessing or using such Offerings.
- 2.4 Please note that the access and/or use of certain Offerings, notably our Software, Apps and Cloud Services, is subject to the provisions of Our EULA. You must agree to the EULA before accessing and/or using the relevant Offerings. IF YOU DO NOT AGREE TO THE EULA, YOU MAY NOT ACCESS AND/OR USE SUCH OFFERINGS.
- 2.5 Please note that if You order an Offering from other sale channels, such as a Pix4D authorized reseller, distributor, certified training partner, mobile app store or systems integrator (the "**Approved Source**"), Your purchase may be subject to the terms and conditions of sale set by such Approved Source, which supersede the terms and conditions of sales provided herein (Sections 4 to 11).
- 2.6 WE REJECT THE APPLICABILITY OF ANY OF YOUR TERMS AND CONDITIONS UNLESS EXPRESSLY ACCEPTED BY OUR AUTHORIZED REPRESENTATIVES IN WRITING. Failure by Us to object to Your Terms and Conditions shall in no event be construed as an acceptance of any of Your Terms and Conditions.

### **3 YOUR ACCOUNT AND ORGANIZATION(S)**

- 3.1 To order and receive Our Offerings, You may need to register for an account with Us on the Website (the "**Account**").
- 3.2 You are responsible for anyone who obtains, accesses or uses any Offering through You, Your Account or Your Organization(s) (including Your Authorized Users and Anonymous Users). This means (among other things) that You are responsible for Your Authorized Users' and Your Anonymous Users' compliance with the General Terms and EULA (if applicable), including, without limitation, their use of their individual Accounts, as though each Authorized User and Anonymous Users is You. In certain cases, Your Authorized Users and Your Anonymous Users may be required to set up individual Accounts and accept the General Terms and EULA to obtain, access or use the Offerings, but that requirement does not affect Your responsibility for Your Authorized Users and Your Anonymous Users. Pix4D and its Affiliates decline all responsibility for data shared with Anonymous Users, for instance but not limited to Pix4D cloud anonymized shared links, in particular if such data could lead to intellectual property or confidentiality infringements. Pix4D reserves the right to disable shareable links if they are not compliant with applicable Laws and Standards.
- 3.3 If You are creating an Account which includes an Organization, the legal entity which is the Legal Owner of the Organization will be set upon creation of the Organization. If the Organization Owner wishes to change the assignment of Legal Owner We may be contacted through the Website contact form or through Pix4D's ticketing system. Please be aware that this operation will require security validation.
- 3.4 Upon registration, You shall:
  - a. provide Pix4D with accurate and complete registration information. You are solely responsible for the accuracy and completeness of the information provided to Pix4D. As the case may be, You shall inform Pix4D of any modification of Your data by updating Your profile or by contacting Us through [Pix4D's ticketing system](#). Pix4D is entitled to rely on any information You provide;
  - b. indicate a valid email address to which all communications related to Your Orders will be sent. Any communication sent to You by email shall be deemed received by You at the actual date and time of receipt, but at the latest 24 hours after being sent by Us. It is Your responsibility to check Your email address and to read the emails sent by Us. You shall also configure – and regularly check – Your "spam" folder for emails sent by Us; and
  - c. choose or shall be attributed, in case of reset, a password which allows You to order or to use other features of the Website and the Cloud Platform. This password is strictly confidential. It shall in no case be disclosed to third parties. You shall be solely responsible for the use, safeguard and security level of Your password, which may be changed online at any time. Please note that You are responsible for any Order made, even without Your knowledge, with Your Account or Your Organization(s). You shall contact Pix4D immediately upon knowing or suspecting that an unauthorized third party accessed Your Account or Your Organization(s)."
- 3.5 Your Account is designed to provide a place for You to access and manage Your Account information and Your Orders. Through Your Account, You will obtain the means to, as the case may be, download, install, access and use the Offerings (see Sections 10 and 13 below). Your Account is designed to be accessible virtually anywhere, anytime via the Website at <https://cloud.pix4d.com/login> or at other successor or alternative Pix4D websites. If You have one or more Organizations, the Authorized User(s) to whom You assign an Organization Owner role will be able, without limitation, to configure the Organization settings, to designate existing Pix4D accounts as Authorized Users of their Organization and to grant, manage and revoke their permissions to access and use the Offerings and the Content. Pix4D is not responsible for the actions taken by the Authorized Users of Your Organizations (for instance, in case of deletion of Content) or for the actions taken by Authorized Users or Anonymous Users who have received access to your data.
- 3.6 Please note that, as certain Offerings may be obtained, accessed and/or used through a third-party online platform, You may be requested to create an additional and separate account in such third-party online platform. The creation of Your account on – and Your access and/or use of the Offerings through – the third-party online platform may be subject to the terms and conditions set by such third-party online platform.

### **4 OFFERINGS (I) – SOFTWARE, APPS, CLOUD SERVICES AND PREMIUM SUPPORT SERVICES – LICENSES**

- 4.1 For Offerings such as Software and Apps, You can choose from several licensing plans (i.e. perpetual licenses, monthly or yearly subscriptions, Consumption Allowance subscriptions, etc.). For more detailed information on the various licensing plans that We offer, please check the "*Pricing Section*" of Our Website (<https://www.pix4d.com/pricing>) or contact Our sales team. For an overview of Our Software Offerings, please check Our software guide at <https://www.pix4d.com/software-guide>.

4.2 When You purchase a perpetual License, the following conditions apply:

- a. You can buy a perpetual License to certain Software and Apps Offerings by placing an Online Order or a Direct Order with Us (each, a **"Purchase Order"**) or through an Approved Source.
- b. When You are placing a Purchase Order with Us (i) for an Online Order, by clicking on the confirmation button (i.e. "Buy Now" or the like) in the Store or (ii) for a Direct Order, by executing a Complementary Agreement with Us or by paying the price indicated in the Order Documents, whichever event occurs first, You acknowledge having read, understood and unreservedly agreed with the General Terms. This also constitutes a binding and irrevocable offer to Us to buy the selected Offerings, subject to any applicable mandatory consumer protection provisions.
- c. Unless stated otherwise in the Complementary Agreements and/or Order Documents, all Purchase Orders must be pre-paid. The data recorded by Us shall constitute final proof of the Purchase Orders placed by You. Likewise, the data recorded by third party payment service providers shall constitute final proof of payment of the purchase price.
- d. All Purchase Orders placed by You are not binding on Us until accepted by Us in writing, usually through a Complementary Agreement or an Invoice. We shall be entitled to refuse a non-confirmed Purchase Order without indicating the reasons. Reasons for refusal may include previously failed payments, growing backlog or negative payment history, incomplete or incorrect personal details (such as missing email, missing billing address, etc.), pricing errors or ineligibility to purchase certain Offerings restricted to certain users or purposes.
- e. The Complementary Agreement and/or the Invoice shall specify the Offerings to be supplied by Us, together with, as the case may be, the Documentation and/or any applicable Additional Terms.
- f. Changes to any confirmed Purchase Order always require written confirmation by Us to become valid. To the maximum extent permitted by applicable law, We may agree in writing to the cancellation or alteration of a confirmed Purchase Order at Our sole discretion and shall not bear the costs arising from the cancellation or alteration thereof.

4.3 When You purchase a Subscription License, the following conditions apply:

- a. You can buy a fixed-term (monthly, yearly or consumption-based) subscription to a single or a bundle of Software, Apps, Cloud Services and Premium Support Services Offerings (the **"Subscriptions"**) by placing an Online Order or a Direct Order with Us (each, a **"Subscription Order"**) or through an Approved Source. We reserve the right to vary the content, duration and types of Subscriptions that We make available to You at any time.
- b. When You are placing a Subscription Order with Us, (i) for an Online Order, by clicking on the confirmation button (i.e. "Buy Now" or the like) in the Store or (ii) for a Direct Order, by executing a Complementary Agreement with Us or by paying the price indicated in the Order Documents, whichever event occurs first, You acknowledge having read, understood and unreservedly agreed with the General Terms. This also constitutes a binding and irrevocable offer to Us to buy the selected Offerings, subject to any applicable mandatory consumer protection provisions.
- c. Unless stated otherwise, as the case may be, in the relevant Order Documents and/or Complementary Agreement, all Subscription Orders must be pre-paid. The data recorded by Us shall constitute final proof of the Subscription Orders placed by You. Likewise, the data recorded by third party payment service providers shall constitute final proof of payment of the purchase price.
- d. We will try to process Your Subscription Orders promptly but do not guarantee that Your Subscriptions will be activated at any specific time.
- e. All Subscription Orders placed by You are not binding on Us until accepted by Us in writing, usually through a Complementary Agreement or an Invoice. We shall be entitled to refuse a non-confirmed Subscription Order without indicating the reasons. Reasons for refusal may include previously failed payments, growing backlog or negative payment history, incomplete or incorrect personal details (such as missing email, missing billing address, etc.), pricing errors or ineligibility to purchase certain Offerings restricted to certain users or purposes.
- f. Following the acceptance of Your Subscription Order, We will provide You with access to Your Subscription Offerings. Your Subscription shall commence on the date indicated in the relevant Complementary Agreement or Order Documents (the **"Subscription Start Date"**) and continue to be effective for the duration indicated at the time of purchase which should be reflected in the Complementary Agreement and/or Invoice (the **"Initial Subscription Period"**).
- g. During Your Initial Subscription Period (and of each renewal period thereafter), You may add to Your existing Subscription(s) additional Subscriptions to other Offerings.
- h. Unless stated otherwise in any Complementary Agreement and/or Order Documents, if You do not cancel Your Subscription before the end of Your Initial Subscription Period, Your Subscription will be automatically renewed (the **"Renewed Subscription Period"**). Your Renewed Subscription Period shall bear the same length of Your Initial Subscription Period and shall continue for additional, successive renewed periods until Your Subscription is cancelled (see Section 4.3 k below). As a general principle, Subscriptions to Software based on the Consumption Allowance model will not be renewed automatically. However, their duration may be prolonged in the event of an additional purchase of block units, as set forth in the applicable Additional Terms.
- i. Prices and terms for Subscriptions may change at any time. The prices and terms in effect as of the Subscription Start Date or the date in which Your Subscription last renewed shall remain in effect for the duration of the applicable Initial Subscription Period or Renewed Subscription Period (as the case may be), while new prices and terms will only apply to renewed Subscriptions or new Subscriptions. We will provide You with reasonable notice of any updates or changes in prices or terms

before they become effective. If You do not want to renew Your Subscription under such new or modified prices or terms, You may cancel Your Subscription (see Section 4.3 k below).

- j. You will be charged no more than 24 hours prior to the start date of Your Renewed Subscription Period. If Pix4D cannot charge Your payment method for any reason (such as credit card expiration or insufficient funds), and You have not cancelled the Subscription, You remain bound to pay any uncollected amounts, and Pix4D may attempt to charge Your payment method following the update of Your payment method information. This may result in a temporary suspension of Your Subscription as well as in a change to the start date of Your Renewed Subscription Period.
- k. Unless otherwise stated in any applicable Complementary Agreement and/or Invoice, You may cancel Your Subscription to any Offerings for any reason at any time from Your Account (You can follow the steps indicated in the support section of Our Website: <https://support.pix4d.com/hc/en-us/articles/360027806631-How-to-cancel-the-subscription-plan>) or, if not available online, by contacting Pix4D through the Website contact form or through [Pix4D's ticketing system](#). When You cancel Your Subscription to any Offerings, You will be able to access and use that Offering for the remainder of Your Initial Subscription Period, Renewed Subscription Period or Consumption Allowance, as the case may be. Please note that You will not receive any refund for any of Your cancelled Subscriptions.

## 5 OFFERINGS (II) – TRAINING AND CERTIFICATION SERVICES

- 5.1 You can buy Our Training and Certification Services by placing an Online Order or a Direct Order with Us (each, a “**Training and Certification Order**”) or through an Approved Source.
- 5.2 When You are placing a Training and Certification Order with Us, (i) for an Online Order, by clicking on the confirmation button (i.e. “Buy Now” or the like) in the Store or (ii) for a Direct Order, by executing a Complementary Agreement with Us or by paying the price indicated in the Order Documents, whichever event occurs first, You acknowledge having read, understood and unreservedly agreed with the General Terms. This also constitutes a binding and irrevocable offer to Us to buy the selected Offerings, subject to any applicable mandatory consumer protection provisions.
- 5.3 Unless stated otherwise in the Complementary Agreement and/or Order Documents, all Training and Certification Orders must be pre-paid. The data recorded by Us shall constitute final proof of the Training and Certification Orders placed by You. Likewise, the data recorded by third party payment service providers shall constitute final proof of payment of the purchase price.
- 5.4 All Training and Certification Orders placed by You are not binding on Us until accepted by Us in writing, usually through a Complementary Agreement or an Invoice. We shall be entitled to refuse a non-confirmed Training and Certification Order without indicating the reasons. Reasons for refusal may include previously failed payments, growing backlog or negative payment history, incomplete or incorrect personal details (such as missing email, missing billing address, etc.), unavailability of a Training and Certification Service, pricing errors or ineligibility to purchase certain Offerings restricted to certain users or purposes.
- 5.5 The Complementary Agreement and/or the Invoice shall specify the Training and Certification Services to be delivered by Us and the modalities of their delivery (such as the date and location, the number of participants, etc.), together with, as the case may be, the Documentation and/or any applicable Additional Terms.
- 5.6 Changes to any confirmed Training and Certification Order always require written confirmation by Us to become valid. To the maximum extent permitted by applicable law, We may agree in writing to the cancellation or alteration of a confirmed Training and Certification Order at Our sole discretion and shall not bear the costs arising from the cancellation or alteration thereof.

## 6 OFFERINGS (III) – PROFESSIONAL SERVICES

- 6.1 You can buy Our Professional Services (such as digital twin services, development work, etc.) by placing an Online Order or a Direct Order with Us (each, a “**Professional Service Order**”) or through an Approved Source.
- 6.2 When You are placing a Professional Service Order with Us, that is to say when you execute a Complementary Agreement with Us or when You pay the price indicated in the Order Documents, whichever event occurs first, You acknowledge having read, understood and unreservedly agreed with the General Terms. This also constitutes a binding and irrevocable offer to Us to buy the chosen Professional Services, subject to any applicable mandatory consumer protection provisions.
- 6.3 Unless stated otherwise in the Complementary Agreement and/or Order Documents, all Professional Service Orders must be pre-paid. The data recorded by Us shall constitute final proof of the Professional Service Orders placed by You. Likewise, the data recorded by third party payment service providers shall constitute final proof of payment of the purchase price.
- 6.4 All Professional Service Orders placed by You are not binding on Us until accepted by Us in writing, usually through a Complementary Agreement or an Invoice. We shall be entitled to refuse a non-confirmed Professional Service Order without indicating the reasons. Reasons for refusal may include previously failed payments, growing backlog or negative payment history, incomplete or incorrect personal details (such as missing email, missing billing address, etc.), unavailability of a certain Professional Service, pricing errors or ineligibility to purchase certain Offerings restricted to certain users or purposes.
- 6.5 The Complementary Agreement shall specify the Professional Services to be delivered by Us and the modalities of their delivery (including the deliverables, milestones, deadlines and other terms applicable to the work to be provided by Us), together with, as the case may be, the Documentation and/or any applicable Additional Terms.
- 6.6 Changes to any confirmed Professional Service Order always require written confirmation by Us to become valid. To the maximum extent permitted by applicable law, We may agree in writing to the cancellation or alteration of a confirmed Professional Service Order at Our sole discretion and shall not bear the costs arising from the cancellation or alteration thereof.
- 6.7 You are solely responsible for ensuring that the Professional Services are suitable to Your own needs.

## 7 OFFERINGS (IV) – HARDWARE

- 7.1 Pix4D sells or rents Hardware Offerings either manufactured by Us (the “**Pix4D Hardware**”) or by a third-party manufacturer (the “**Third-Party Hardware**”; the Pix4D Hardware and the Third-Party Hardware, together, the “**Hardware**”). You can buy or rent (if applicable) the Hardware Offerings by placing an Online Order or a Direct Order with Us (each, a “**Hardware Order**”) or through an Approved Source.
- 7.2 When You are placing a Hardware Order with Us, (i) for an Online Order, by clicking on the confirmation button (i.e. “Buy Now” or the like) in the Store or (ii) for a Direct Order, by executing a Complementary Agreement with Us or by paying the price indicated in the Order Documents, whichever event occurs first, You acknowledge having read, understood and unreservedly agreed with the General Terms. This also constitutes a binding and irrevocable offer to Us to buy the selected Offerings, subject to any applicable mandatory consumer protection provisions (see Section 7.7 below).
- 7.3 Unless stated otherwise in the Quotation or Invoice, all Hardware Orders must be pre-paid. The data recorded by Us shall constitute final proof of the Hardware Orders placed by You. Likewise, the data recorded by third party payment service providers shall constitute final proof of payment of the purchase price.
- 7.4 All Hardware Orders placed by You are not binding on Us until accepted by Us in writing, usually through a Complementary Agreement or an Invoice. We shall be entitled to refuse a non-confirmed Hardware Order without indicating the reasons. Reasons for refusal may include previously failed payments, growing backlog or negative payment history, incomplete or incorrect personal details (such as missing email, missing billing address, etc.), out of stock Hardware or ineligibility to purchase Offerings restricted to certain users or purposes.
- 7.5 The Invoice shall specify the Hardware to be delivered by Us and the modalities of their delivery (such as the shipping terms, etc.), together with, as the case may be, the Documentation and/or any applicable Additional Terms.
- 7.6 Changes to any confirmed Hardware Order always require written confirmation by Us to become valid. To the maximum extent permitted by applicable law, We may agree in writing to the cancellation or alteration of a confirmed Hardware Order at Our sole discretion and shall not bear the costs arising from the cancellation or alteration thereof.
- 7.7 If You are a consumer and You are purchasing the Hardware for your personal use, You have the right to withdraw from Your Hardware Order within 14 (fourteen) days after having received the Hardware. Please note that the right of withdrawal does not apply if You remove the seal from the Hardware’s packaging. In order to exercise your right of withdrawal, You shall inform Us of Your decision to withdraw by sending Us a written notice through the Website contact form or through [Pix4D’s ticketing system](#) before the expiry of the withdrawal period. If You withdraw from the Hardware Order, We will reimburse You all payments received from You in connection with the said order. We will carry out such reimbursement using the same means of payment that You used for Your purchase. You shall send back the Hardware without undue delay and in any event no later than 14 (fourteen) days from the day on which You communicate Your withdrawal decision to Us. You will have to bear the direct cost of returning the goods. Please note that We may withhold reimbursement until We have received the Hardware back and examined its packaging.
- 7.8 Third-Party Manufacturers may grant You additional withdrawal rights in respect of Third-Party Hardware. Please see the Hardware Documentation for further information.

## 8 PRICES – PRICE CHANGES – EXPENSES – DISCOUNT

- 8.1 Prices are subject to change by Us at any time and without notice. Only the price(s) mentioned in the Complementary Agreement or Invoice shall be binding between You and Us for any Order.
- 8.2 According to Your geographic area, prices are set either in Swiss Francs, Euros, US Dollars, Japanese Yen or Renminbi, unless otherwise stated
- 8.3 Unless otherwise indicated by Us, prices indicated to You DO NOT include any delivery costs, handling fees, sales, use, import/export, value added taxes or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Offerings (the “**Taxes**”). Any Taxes levied in connection with Your Order shall be for Your own account and shall either be added to each Invoice or separately invoiced by Us to You. Responsibility for any withholding tax with relation to Your Order shall be borne by You and no deduction whatsoever shall be made from the amount payable to Us under any invoice.
- 8.4 If We grant You a discount in relation to an Order, this discount only relates to the Offering(s) specifically mentioned in such Order.

## 9 TERMS OF PAYMENT

- 9.1 The payment methods accepted by Us are those mentioned in the Store, in the Complementary Agreement and/or Order Documents.
- 9.2 All payments shall be made without any deduction on account of any Taxes, withholding taxes or transfer costs. For the sake of clarity, the place for all payments to be made by You is the registered office of Pix4D or its relevant Affiliate, as indicated in the Store, Complementary Agreement or Order Documents.
- 9.3 If Your Subscription implies regular payments on a monthly or annual basis (“**Recurring Payments**”), You authorize Us to charge Your payment method automatically. You warrant that You shall remain the owner of the payment method specified for Recurring Payments and that such payment method has a sufficient limit (credit card) or sufficient funds (bank accounts) to pay any due Recurring Payments.
- 9.4 For the avoidance of doubt, a one-month License or Subscription Period represents 30 (thirty) consecutive calendar days starting from the day and hour of its first activation.
- 9.5 Recurring Payments are linked to Your Subscription and will be cancelled in conjunction therewith, which is once Your remaining Subscription Period has been fully covered.

- 9.6 If a charge from Us is declined by Your payment method, You will receive a communication (either on Your screen during checkout or by e-mail) alerting You of the error. To resolve this, You shall check Your payment information and update them, if need be, without delay. In any event, Pix4D is not responsible for any payment failure, in particular those resulting from inaccurate payment card details provided by You or from any restrictions applicable to the payment method chosen by You.
- 9.7 With regard to payments for Your Orders, You acknowledge and agree that time is of the essence. We may, without prejudice to any other rights We have and without a written reminder, i) charge interest on any overdue payment at the maximum rate authorized by applicable law and/or ii) cease, temporarily or permanently, to provide or perform any Offerings ordered by You, until all outstanding amounts due by You are paid in full. All costs and expenses incurred by Us with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, debt collection agencies' fees, court costs and other expenses of litigation) shall be for Your account.

## 10 TERMS OF DELIVERY

Unless stated otherwise in the Complementary Agreement and/or Order Documents, access to – or delivery of – the Offerings will be provided as follows:

- a. For Software, Apps, Cloud Services and Premium Support Services: We will generally provide You with access to these Offerings through Your Account or, in certain cases, through an Approved Source or other means. Certain Offerings may require You to provide additional information to set up and access such Offerings, and You agree to provide such information without delay. Details necessary for You to download, install, and/or activate any Software Offerings (such as license keys or access details) will be provided to You on Your Account or at the email address indicated by You.
- b. For Training and Certification Offerings: We will provide You with access to these Offerings as described in the relevant Additional Terms and according to the modalities set out in the Complementary Agreements and/or Order Documents. Access to certain Training and Certification Services will be granted through an activated Service Key. Details necessary for You to activate the service will be provided at the e-mail address provided by You. Please note that Service Keys are valid for a limited period, the duration of which varies according to the Training and Certification Service concerned. For more information, please contact Our sales team through the Website contact form or through Pix4D's ticketing system.
- c. For Professional Services Offerings: We will deliver these Offerings as described in the relevant Additional Terms and according to the modalities set out in the Complementary Agreements and/or Order Documents.
- d. Hardware Offerings will be shipped to You. Transportation risks and costs will be assumed by You unless stated otherwise in the Quotation or Invoice. If a Hardware Offering is not yet available or out of stock, You may be allowed to preorder it. When You preorder such Hardware Offering, We will deliver it as soon as reasonably practicable, on the basis of the nature of the Offering and/or any manufacturing or delivering constraints. If You combine in-stock and pre-ordered Offerings in Your Order, all Offerings will be shipped at once when all pre-ordered Offerings are available, unless We agree otherwise in writing.

## 11 HARDWARE – WARRANTY FOR DEFECTS – RETURN PROCESS

- 11.1 If You order a Hardware Offering, We warrant You that this will be free from material defects at the time of the transfer of risk. Immediately upon receipt, You shall inspect the Hardware for completeness and test it for any defects. In case of incompleteness or defects, You shall immediately notify Us through the Website contact form or through Pix4D's ticketing system, at the latest within 7 (seven) days of receipt of the Hardware, and provide Us with a description of such incompleteness or defect. In case of hidden defects, the complaint shall be made immediately after the hidden defect has been discovered. The warranty period is 2 (two) years since the day on which You receive the Hardware, except if the Third-Party Terms of a Third-Party Manufacturer in relation to a Third-Party Hardware provide for a different warranty period, in which case, the warranty period provided in such Third-Party Terms will apply to the relevant Third-Party Hardware, subject to any applicable mandatory consumer protection provisions.
- 11.2 Please note that in order for the warranty to apply You may be required to carry out certain additional formalities within a specific timeframe (i.e. online product registration). You shall consult the Hardware Documentation for further details.
- 11.3 The defective Hardware shall be shipped without undue delay (i) directly to Us in case of Pix4D Hardware according to the instructions that We will give You or (ii) directly to the Third-Party Manufacturer in case of Third-Party Hardware with the waybill that We will give You.
- 11.4 In order to benefit from the warranty, (i) You shall carry out the required formalities, if any (see Section 11.2), (ii) You shall notify any defect to Pix4D during the warranty period, (iii) the defective Hardware is to be returned to Pix4D or, as the case may be, to the Third-Party Manufacturer and (iii) Pix4D or the Third-Party Manufacturer, as the case may be, shall confirm that the defect is covered by the warranty.
- 11.5 The warranty given in this Section 11 shall not apply and shall automatically be voided if (i) You ship the Hardware without its original accessories, attachments and packaging, (ii) the Hardware is not new or in a new-like condition (i.e. with cracks, scratches, etc.), (iii) the defects are caused by any improper, careless or negligent installation, use or maintenance of the Hardware, electrical failure, unauthorized tampering, modifications or repairs, (iv) You use the Hardware in violation to or in omission of any of Pix4D's or Third-Party Manufacturer's instructions or (v) the defect is caused by uncontrollable environmental phenomena, such as lightning strikes, strong winds, fog, snow, etc..

## 12 REFUND

- 12.1 Any refund request on any specific Order will be subject to Our prior authorization, and acceptance thereof shall be at Our sole discretion. However, this shall be without prejudice to any refund to which You might be entitled as a consumer under applicable statutory law after validly exercising Your right of withdrawal under applicable consumer protection law (for Hardware Offerings, see Section 7.7 above).

12.2 Notwithstanding the above, Subscriptions are not refundable, and no prorated refunds or credits will be offered for partially used Subscriptions.

### 13 YOUR RIGHTS TO ACCESS AND USE THE OFFERINGS – YOUR CONTENT

13.1 Subject to compliance with all Your payment obligations, if You order an Offering consisting of:

- a. **Software and/or Apps:** We will grant You, for the duration of Your License, a non-exclusive, non-sublicensable, non-transferable License to, as the case may be, download, install, access and use such Offerings (and permit Your Authorized Users to do so) solely (i) in accordance with the General Terms, the [EULA](#), the Documentation as well as any applicable Complementary Agreements or Alternative Agreements, (ii) for Your personal or internal business purposes, in the form made accessible and/or provided by Us and (iii) according to the specifications set forth in Your Order Documents, such as the License type, the permitted number of Devices, the Consumption Allowance and/or any other specifications. If any Complementary Agreements or Order Documents do not specify otherwise, the License to the Software will be (i) a Trial Version, (ii) for You as an individual or, if you act on behalf of a corporation or other legal entity, such corporation or other legal entity or, if You are an Organization Owner, for use by Your Authorized Users which are part of your Organization. You may not access or use (or allow access to or use of) any Software or App other than as authorized by the General Terms, the [EULA](#), the Documentation, any applicable Complementary Agreements or Alternative Agreements, and any other installation, access or use is not authorized. Please note that Educational Licenses are subject to specific terms as provided in Section 16 below.
- b. **Cloud Services:** We will grant You, for the duration of Your License, a non-exclusive, non-sublicensable, non-transferable License to access, use, process and store data in the Cloud (and permit Your Authorized Users to do so) solely (i) in accordance with the General Terms, the EULA, the Documentation as well as any applicable Complementary Agreements or Alternative Agreements, (ii) for Your personal or internal business purposes, in the form made accessible and/or provided by Us and (iii) according to the specifications set forth in Your Order Documents, such as the permitted number of Devices, the Consumption Allowance, storage volume and any other specifications. If any Complementary Agreements or Order Documents do not specify otherwise, Your Cloud Services will be (i) a Trial Version and (ii) for You as an individual or, if you act on behalf of a corporation or other legal entity, such corporation or other legal entity or, if You are an Organization Owner, for use by your Authorized Users who are part of your Organization. You may not access or use (or allow access to or use of) any Cloud Services other than as authorized by the General Terms, the [EULA](#), the Documentation, as well as any applicable Complementary Agreements or Alternative Agreements, and any other access or use is not authorized.
- c. **Training and Certification Services:** You may access, participate in and use such Offerings, including accessing the certification exam, solely (i) in accordance with the General Terms as well as any applicable Complementary Agreements or Alternative Agreements, (ii) for Your personal or internal business purposes, in the form made accessible and/or provided by Us and (iii) according to the specifications set forth in Your Order Documents, including the permitted number of participants, the content of the training and any other specifications. If any Complementary Agreements or Order Documents do not specify otherwise, the Training and Certification Services You ordered will be (i) a free self-paced training, (ii) for You as an individual or, if You are a company or other legal entity, for use by one named Authorized User. You may not access or use (or allow access to or use of) any such Offerings other than as authorized by the General Terms, as well as any applicable Complementary Agreements or Alternative Agreements and any other access or use is not authorized.
- d. **Professional Services:** We will generally grant You a non-exclusive, non-transferable, irrevocable (except in case of breach of Your obligations), perpetual License, without the right to sublicense, to use and copy the deliverables developed and provided by Pix4D (and permit Your Authorized Users to do so) solely (i) in accordance with the General Terms, the Documentation as well as any applicable Complementary Agreements or Alternative Agreements, (ii) for Your personal or internal business purposes and operations, in the form made accessible and/or provided by Us and (iii) according to the specifications set forth in the Complementary Terms and/or the Order Documents. Any other access or use is not authorized.
- e. **Hardware:** You may use the Hardware solely (i) in accordance with the General Terms, the Documentation, any Third-Party Manufacturer's instructions that will be communicated to You as well as any applicable Complementary Agreements or Alternative Agreements, (ii) for Your personal or internal business purposes, in the form made available and/or provided by Us and (iii) according to the specifications set forth in Your Order Documents, including the usage modalities, number of Hardware purchased and any other specifications. You may not use (or allow the use of) any Hardware other than as authorized by the General Terms, the Documentation, any Third-Party Manufacturer's instructions as well as any applicable Complementary Agreements or Alternative Agreements and any other use is not authorized.

13.2 Depending on the Offering, You may be required to log into Your Account to activate, access or use (or to continue accessing or using) the Offering. Only You and Your Authorized Users may access and/or use an Offering. Access to and use of all Offerings is contingent on (among other things) Your timely payment of all applicable fees with respect to the Offerings and compliance with the General Terms and any other applicable terms and conditions.

13.3 Offerings do not include access to the internet or any other network or to any communications services or any hardware, software solutions, storage, security or other resources necessary for accessing or using the Offerings. You and Your other suppliers and service providers are responsible for acquiring all such items and for their reliability, security and performance.

13.4 We may provide You with, or refer You to, content, designs, models, data sets, project information, documents, libraries, audio, links, data, applications and other software solutions, services or similar material of a third party, including Third-Party Hardware (collectively, "**Third-Party Material**") in connection with the Offerings. Any such Third-Party Material may be governed by that third-party terms and conditions (the "**Third-Party Terms**"). If there are no Third-Party Terms, Your use of the Third-Party Material must be (i) limited to the same terms as the Offering for which You received the Third-Party Material, and (ii) solely in connection with Your use of such Offering. You take sole responsibility for determining, obtaining and complying with all Third-Party Terms. We will have no responsibility for, and make no representations and warranties regarding, (i) any Third-Party Material or Your use of such Third-Party Material, and (ii) the Third-Party Terms or Your compliance with such Third-Party Terms.

- 13.5 While You access and/or use Our Offerings, You may wish to upload or otherwise share Your content, such as files, designs, models, data sets, images, documents or similar material created by You or Your Authorized Users (the "**Input Content**"). You will retain Your ownership rights in Your Input Content as well as in any output content You or Your Authorized Users may generate by processing the Input Content through Our Offerings (the "**Output Content**"; the Input Content and Output Content together, the "**Content**").
- 13.6 Our personnel will not use Your Content except (i) at Your request, or with Your consent—for example, when providing You support, or addressing a technical issue or other request; (ii) in connection with providing and improving Our Offerings (including maintaining, securing, updating or otherwise modifying an Offering); (iii) in connection with legal-related obligations, enforcement, investigations or legal proceedings or (iv) for Pix4D's own research and development and analytics purposes, in which case Content will be pseudonymized insofar as it contains personal data. In general, Pix4D does not screen or review Your Content that is uploaded to any Offering. We reserve the right, however, to screen and review Your Content, and may block or remove any portion or element of Your Content for any reason, including because it is not in compliance with the General Terms, the [EULA](#) and/or any other applicable terms and conditions (for example, in case of illegal, offensive or phishing-related material or spam) in accordance with applicable law.
- 13.7 You are responsible for Your Content and for ensuring that Your Content and its use with any Offerings comply with all applicable laws and regulations, the General Terms, the [EULA](#) and any other applicable terms and conditions.
- 13.8 You acknowledge that online services may suffer occasional disruptions or outages, and You may not be able to retrieve Your Content as a result. We recommend that You regularly backup Your Content to Your own storage. You are at all times responsible for storing and maintaining any such backup copies of Your Content.

#### 14 LIMITATION ON USE

- 14.1 The Offerings are tools and are intended only to assist You with Your design, analysis, estimation, calculation and other activities and are not a substitute for Your professional judgment or Your own independent design, analysis, estimation, calculation or other activities. We will not be responsible or liable in any manner whatsoever for Your Content or for the decision You take based on Your Content. You are responsible for Your (including Your Authorized Users') use of the Offerings and the Content. Your responsibilities include, without limitation, the determination of appropriate uses for the Offerings and the selection of the Offerings and other computer programs and materials to help achieve Your intended results. You are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, compliance with applicable legal requirements, and other characteristics of any Content, including, without limitation, all items elaborated with the assistance of the Offerings. You further acknowledge that the Offerings and the Content may not achieve the results You desire within Your design, analysis, estimation, calculation and other constraints.
- 14.2 The Offerings are not designed for storage of sensitive personal data such as social security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information or health insurance information; data about personal characteristics or other personal information, such as race or ethnic origin, religion or philosophical beliefs, political affiliation or opinions, genetic or biometric data, sexual orientation or trade union membership; or other information that may expose, or pose a risk of harm to, an individual if improperly disclosed or used (collectively, "Sensitive Personal Data"). Except as expressly required (e.g. a credit card number used to purchase a Subscription), You will not upload or otherwise make available to Us any Sensitive Personal Data, including any files containing Sensitive Personal Data, in connection with Your use of any Offering.
- 14.3 You will access and/or use (and permit access to and use of) the Offerings in compliance with all applicable laws, the General Terms, the [EULA](#) and any other applicable terms and conditions.

#### 15 TRIAL VERSIONS

- 15.1 We may make available or deliver Offerings (or features of an Offering) labelled or offered as "trial versions," "pre-release," "beta", "free trial" or another similar designation (collectively, "Trial Versions"). You may download, install, access or use Trial Versions only during a fixed-term period and for the purpose of the trial, as expressly permitted by Us in the General Terms and the EULA.
- 15.2 Except as expressly set forth by Us, (i) the Trial Version will be limited up to 14 (fourteen) days or 30 (thirty) days according to the Offering. See applicable Additional Terms for more detailed information., (ii) the use will be only by You as an individual or, if You are a company or other legal entity, by one named employee and (iii) on one Device at a time.
- 15.3 Notwithstanding anything contained in the General Terms and/or in the [EULA](#), (i) We make no commitments with respect to Trial Versions regarding any features, functions, service levels or data and provides no warranties of any kind with respect to Trial Versions, (ii) We may choose not to generally release any Trial Versions or convert any Trial Version into an Offering, and (iii) Trial Versions may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. We reserve the right, without any further notice, to end any Trial Versions at any time.

#### 16 EDUCATIONAL LICENSES

- 16.1 If You are (i) a student of an Educational Institution, (ii) a faculty member of an Educational Institution, or (iii) an Educational Institution, You may be eligible to purchase a License to Our Software Offerings at a reduced price under our Educational License scheme. For more information, You can visit the "Educational Licenses" section of Our Website (<https://www.pix4d.com/pricing/?tab=education>) or contact Our sales team.
- 16.2 Your purchase of an Educational License, as well as the right to access and use the concerned Offerings is subject to the following cumulative conditions: (i) You shall ONLY use the Offerings for educational, teaching and/or research purposes, (ii) the use the Offerings for commercial purposes is NOT allowed, (iii) You will cite Pix4D and the name of the specific Offerings licensed to You in all publications and papers and (iv) if possible, the Educational Institution to which You belong will facilitate the exchange and sharing of datasets, case studies, teaching material and/or publications with Us, to be used for research and development purposes as well as marking purposes.



- 16.3 We may require You to confirm Your eligibility to use Our Educational License (e.g. by providing suitably documented evidence as required by Pix4D) as a condition to Your purchase, Your access or Your continued access to any Software licensed to You under Our Educational License scheme. Educational Licenses are renewable as long as You remain eligible and respect at all times the conditions listed in the Section 16.2 above. If Your eligibility changes and/or You no longer respect the conditions listed in Section 16.2 above, You are no longer entitled to access and use the Software licensed to You under Our Educational License scheme.
- 16.4 You will promptly notify Us of any changes regarding Your eligibility and/or the conditions listed in Section 16.2. If You omit such notification, Pix4D may ask You to pay the difference between the price of the License applied to the public and the price paid by You under Our Educational License scheme.

## 17 OWNERSHIP

- 17.1 You acknowledge and agree that, unless You are purchasing a Hardware Offering and unless agreed otherwise, Pix4D and its licensors and suppliers have and shall retain all ownership of and all rights with respect to (i) the Offerings, the Documentation, the Training Material and other information or material provided or made available to You and (ii) any copies of the foregoing, or any materials or other information based on, derived from or otherwise using any of the foregoing (including all rights under trade secrets, copyrights, trademarks, patents and all other intellectual property or proprietary rights relating to any of the foregoing).
- 17.2 You have only the rights expressly granted to You under the General Terms (including any Alternative Agreement or Additional Terms), the [EULA](#) and/or any other applicable terms and conditions. All rights not expressly granted are reserved by Pix4D and its licensors and suppliers; Pix4D and its licensors and suppliers expressly disclaim (and You agree not to assert) any other rights.

## 18 YOUR WARRANTIES

- 18.1 You acknowledge that the use of the Offerings may be subject to requirements or limitations under any law, statute ordinance, regulation, code or standard ("**Laws and Standards**"). You shall be exclusively responsible for and warrant that: (i) Your use will be fully compliant with all Laws and Standards associated with the intended use of the Offerings, (ii) You will obtain all necessary approvals, permits or clearances for such use, and (iii) any data released to an Anonymous User do not infringe any Laws and Standards or contractual obligations (such as confidentiality or intellectual property rights).
- 18.2 You undertake to fully indemnify and hold harmless Pix4D, its Affiliates and its partners, directors, officers, agents and employees (each, an "**Indemnified Party**") from any damage, claim, liability, loss or expenses (including attorney costs) arising out of or relating to a breach of Your warranties under Section 17.1, whether or not caused by the Indemnified Party's negligence and whether or not the relevant damage, claim, liability, loss or expense has merit.

## 19 LIMITED WARRANTY BY US

- 19.1 EXCEPT FOR SECTIONS 19.4 AND 19.5 BELOW, We make no warranties, express or implied, with respect to the Offerings including but not limited to any warranty of satisfactory quality, merchantability or fitness for a particular purpose, or any express or implied warranty arising out of trade usage or out of a course of dealing or course of performance.
- 19.2 Software and Apps are provided "as is". EXCEPT AS SET OUT IN SECTION 15.2 OF THE EULA, We disclaim any warranty whatsoever as per Section 19.1.
- 19.3 Cloud Services are provided "as is". EXCEPT AS SET OUT IN SECTION 15.2 OF THE EULA, WE disclaim any warranty whatsoever as per Section 19.1.
- 19.4 PREMIUM SUPPORT SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED IN A DILIGENT AND PROFESSIONAL MANNER. TRAINING SERVICES AND CERTIFICATIONS SERVICES ARE PROVIDED UNDER A STRICTLY LIMITED WARRANTY REGIME SET FORTH IN THE TRAINING AND CERTIFICATION TERMS. WE DISCLAIM ANY ADDITIONAL WARRANTY WHATSOEVER AS PER SECTION 19.1.
- 19.5 IN RELATION TO HARDWARE OFFERINGS, WE SOLELY GUARANTEE THAT THEY WILL BE FREE FROM MATERIAL DEFECTS AT THE MOMENT OF TRANSFER OF RISK AS SET FORTH IN SECTION 11.1. WE DISCLAIM ANY ADDITIONAL WARRANTY WHATSOEVER AS PER SECTION 19.1. TO THE FULLEST EXTENT PERMITTED BY THE LAW, YOUR SOLE REMEDY UNDER THE WARRANTY FOR HARDWARE OFFERINGS SHALL BE LIMITED TO, AT PIX4D'S DISCRETION, EITHER THE REPLACEMENT OR THE REPAIR OF THE DEFECTIVE HARDWARE, TO THE EXCLUSION OF ALL OTHER REMEDIES.

## 20 LIMITED LIABILITY

- 20.1 EXCEPT AS PROVIDED UNDER SECTION 19, WE SHALL NOT BE LIABLE TO YOU (OR YOUR AUTHORIZED USERS) OR ANY THIRD PARTY UNDER THE GENERAL TERMS (REGARDLESS OF THE LEGAL BASIS OF YOUR CLAIM) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, LITIGATION COSTS, FAILURE OR DEFECTS OF YOUR CONTENT, LOSS, CORRUPTION OR DELETION OF DATA OR YOUR CONTENT, PRODUCTION OR PROFIT, GOODWILL, LOSS OF REVENUE OR LOSS OF UNITS, LOSS OR INTERRUPTION OF BUSINESS, WRONG MEASUREMENTS ONTO PROJECTS, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 20.2 REGARDLESS OF THE LEGAL BASIS OF YOUR CLAIM, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PIX4D, ITS AFFILIATES, ITS LICENSORS AND SUPPLIERS FOR DIRECT DAMAGES RESULTING FROM OR IN CONNECTION WITH THE GENERAL TERMS EXCEED THE LOWER OF THE FOLLOWING AMOUNTS: I) THE ANNUAL FEE CHARGED BY PIX4D TO YOU IN THE ONE-YEAR PERIOD BEFORE THE OCCURRENCE OF THE DAMAGE OR II) CHF 50'000.
- 20.3 TO THE EXTENT REQUIRED BY APPLICABLE LAW, OUR FULL LIABILITY REMAINS RESERVED FOR DAMAGES CAUSED BY INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT.
- 20.4 For the complete enjoyment of the services and/or features provided by certain Offerings, We may need to use third-parties services

(Google Maps™, YouTube™, Facebook™ or Twitter™ buttons, Mapbox™ etc..). We do not guarantee that the access to these services is available in the country where You are located according to local applicable law and regulations. To that extent, We shall not bear any liability for damages due to the impossibility to connect to such services.

## 21 PRIVACY

We are committed to protecting Your privacy. Our [privacy and personal data policy](#) governs the collection and use of any personal information You provide to Us or we otherwise collect about You and forms an integral part of the General Terms.

## 22 MARKETING

Pix4D may not use Your name, trademarks, logos, trade names, service marks or other proprietary marks for advertising and publicity purposes, unless Pix4D has received Your prior written consent, which consent may be withheld at Your sole discretion.

## 23 INTELLECTUAL PROPERTY

23.1 You acknowledge that all Software, Apps and Cloud Services are proprietary and may be protected by intellectual property rights. These are licensed to You, subject to the EULA, and title to any Software, App and Cloud Service remains with the applicable licensor(s).

23.2 You acknowledge that the Training Materials are proprietary and may be protected by intellectual property rights. All Training Material are licensed to You and title to the Training Material remains with the applicable licensor(s).

23.3 You acknowledge that You shall acquire no ownership rights, title or interest in or to the intellectual property of Pix4D and of Pix4D's licensors and partners, in particular in and to the copyrights on the Software, Apps, Cloud Services, Training Material, or in their trademarks, brands, illustrations, logos and the like.

## 24 MISCELLANEOUS

24.1 Heading. The headings contained in the General Terms are included for mere convenience of reference and shall not affect its construction or interpretation.

24.2 Complete Agreement. The General Terms and the Additional Terms (if any), or the Alternative Agreements entered into by the Parties, together with the Schedule and/or Invoice, embody the entire understanding between You and Pix4D and supersede all previous agreements whether in writing or orally regarding its subject matter. In case of discrepancy between them, the order of descending precedence shall be 1) Alternative Agreement (if any), 2) the Schedule or the Invoice, 3) the Additional Terms, and 4) the General Terms.

24.3 Waiver. Failure by Us to enforce at any time any provision of the General Terms shall not be construed as a waiver of Our right to act or to enforce any such term or condition and Our rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by Us of any breach of Your obligations shall constitute a waiver of any other prior or subsequent breach.

24.4 Severability. If any provision of the General Terms is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the legal and economic intent of the Parties to the fullest extent possible. In any event, all other provisions of the General Terms shall remain valid and enforceable to the fullest extent possible.

24.5 Non-Assignment. You may not assign any of the rights or obligations under the Order Confirmation or Subscription Confirmation without Our prior written consent.

24.6 Notice. For the purpose of all written communications between the Parties, any notice or other communication made in connection with the General Terms shall be in writing (electronic form being deemed as satisfactory) and shall be e-mailed to the addresses below:

- If to Pix4D: e-mail to [legal@pix4d.com](mailto:legal@pix4d.com)
- If to You: at Your e-mail address registered into Your Account.

In case of change of address, it is Your sole responsibility to notify Pix4D of Your new contact details. To this end, You can either contact Pix4D's Support team through <https://support.pix4d.com/> or update Your contact details on Your Account.

When and if used, the electronic communication system used by Pix4D will serve as sole proof for the content and the time of delivery of such electronic communications.

## 25 APPLICABLE LAW AND JURISDICTION

25.1 The Order Confirmation and the General Terms shall be governed by and construed in accordance with the substantive laws of Switzerland, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall not apply.

25.2 Any dispute arising out of, or in connection with, the Order Confirmation and/or the General Terms shall be exclusively submitted to the courts of Lausanne, Switzerland, without prejudice to a possible appeal to the Swiss Federal Tribunal.

25.3 Notwithstanding the foregoing, if the mandatory laws or public policy of any country or territory in which the General Terms are enforced or construed prohibit the application of the laws specified herein, then the laws of such country or territory shall instead apply to the extent required by such mandatory laws or public policy. Similarly, if You are an individual consumer, the provisions of Sections 25.1 and 25.2 shall not affect any mandatory right You may have to take action in Your country of residence under the laws of that country.

## 26 COUNTRY-SPECIFIC TERMS

Notwithstanding the other terms of the General Terms, if Your principal place of business is in (or, if You are a consumer, You have Your habitual residence in) a country or jurisdiction identified below, the terms set forth for such country or jurisdiction will apply to You.

### Member States of the European Union

Section 9.7 shall be completed as follows:

*"With regard to payments for the sale – and the Subscriptions to – the Offerings, You acknowledge and agree that time is of the essence. If You acquire or subscribe to an Offerings within the frame of Your professional activity (business customer), We may, without prejudice to any other rights We may have and without a written reminder, charge interest on any overdue payment at 10% (ten percent) per annum from the due date computed on a daily basis until all outstanding amounts due by You are paid in full, with a minimum of EUR 40.- as recovery costs.*

*In any case, all costs and expenses incurred by Us with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, debt collection agencies' fees, court costs and other expenses of litigation) shall be for Your account.*

## 27 DEFINITIONS

For all purposes of the General Terms, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

<b>Account</b>	means Your unique and personal account on the Website.
<b>Additional Terms</b>	as per Section 2.3.
<b>Affiliate</b>	means any company which, directly or indirectly, controls, is controlled by or is under common control with Pix4D, by means of ownership of more than 50% of the voting stock in said company. A list of Pix4D Affiliates can be consulted here: <a href="https://www.pix4d.com/about-us/#locations">https://www.pix4d.com/about-us/#locations</a> .
<b>Alternative Agreement</b>	as per Section 2.2.
<b>Anonymous Users</b>	means an individual who has public access and uses parts of Your Offering but does not have an Account. You may enable Anonymous Users to access Content through the use of sharing links (URLs) owned or operated by Pix4D, which can be used without having to provide credentials or without an Account.
<b>Approved Source</b>	as per Section 2.5.
<b>Apps</b>	means any mobile applications made available by Pix4D for download in the main mobile app stores.
<b>Authorized User</b>	Means (i) You (if You are an individual) and (ii) any identified individuals (such as Your individual employees, consultants and contractors and other individuals, whether internal or external to Your legal entity) accessing and using an Offering for Your benefit through an Account.
<b>Certification Services</b>	means a one-off online exam provided by Pix4D assessing Authorized Users skills and technical knowledge available at <a href="https://www.pix4d.com/services/training-certification">https://www.pix4d.com/services/training-certification</a> .
<b>Cloud Platform</b>	means Pix4D's cloud platform available at <a href="https://cloud.pix4d.com">https://cloud.pix4d.com</a> .
<b>Cloud Services</b>	means a cloud-based service made available by Pix4D, whether or not provided as part of an Offering and whether or not provided for a fee, accessible at <a href="https://cloud.pix4d.com">https://cloud.pix4d.com</a> .
<b>Cloud Software</b>	means a Software hosted in and accessible via Pix4D's Cloud Platform.
<b>Complementary Agreement</b>	as per Section 2.2.

<b>Consumption Allowance</b>	means the maximum quantity of PGP or other block unit that You can process within certain Software such as PIX4Dcloud, PIX4Dengine or PIX4Dinspect.
<b>Content</b>	as per Section 13.5.
<b>Desktop Software</b>	means a desktop application Software that is installed and executed on Your desktop computer.
<b>Devices</b>	means a computer or the like (including a smartphone) used by You for running the Offerings.
<b>Direct Order</b>	means an Order placed by You though either (i) the Website contact form or (b) by email at <a href="mailto:sales@pix4d.com">sales@pix4d.com</a> .
<b>Documentation</b>	means any printed or online Offering description, user or technical manuals, training materials, specifications and any other document related to an Offering which is made available to You by Pix4D, a Third-Party Manufacturer or an Approved Source directly in the Offering or in its package, in the Website or in the Store.
<b>Educational Institution</b>	means an educational institution that has been accredited by an authorized governmental agency of the country of incorporation of such educational institution and whose primary purpose is to provide education to its registered students.
<b>Educational Licenses</b>	means the Licenses We make available to educational institutions which are subject to specific terms and conditions.
<b>EULA</b>	means Pix4D's end-user license agreement, as currently available at <a href="https://www.pix4d.com/terms-and-policies/pix4d-software-end-user-license-agreement">https://www.pix4d.com/terms-and-policies/pix4d-software-end-user-license-agreement</a> .
<b>General Terms</b>	as per the meaning on the front page.
<b>Hardware</b>	means any physical product sold or rented by Pix4D to You, it being a Pix4D Hardware or a Third-Party Hardware.
<b>Hardware Order</b>	as per Section 7.1.
<b>Indemnified Party</b>	as per Section 18.2.
<b>Initial Subscription Period</b>	as per Section 4.3f.
<b>Input Content</b>	as per Section 13.5.
<b>Invoice</b>	means the invoice sent by Pix4D to You following an Order placed by You.
<b>Laws and Standards</b>	as per Section 18.1.
<b>Legal Owner</b>	The individual or legal entity which owns the Content in the Offerings within one or more Organizations.
<b>License</b>	means the limited licensing rights granted to You under the General Terms and the <a href="#">EULA</a> when You Order certain Software Offerings.
<b>Offerings</b>	means collectively all Software, Apps, Cloud Services, Training and Certification Services, Hardware products delivered or rented as well as other services provided by Us and any Licenses for such items and any Content therein. Offerings include free and other Trial Versions of any Software, Cloud Services, Training and Certification Services and other services.
<b>Online Order</b>	means an Order placed by You to Us through Our Store.
<b>Order</b>	means, as the case may be, either a Purchase Order, a Subscription Order, a Training and Certification Order and/or a Hardware Order.
<b>Order Documents</b>	means either the Quotation or the Invoice.
<b>Organization</b>	means, a shared workspace with a pool of Authorized Users whether internal or external to Your legal entity, who have granted access and permissions to Your Offerings and Your Content,

	as configured by Your Organization Owners or the authorized account to whom they have delegated this power.
<b>Organization Owner</b>	means a role that gives express authorization to manage full access to one or more Organizations and which can be used to designate Authorized Users, as well as grant, manage and revoke permissions to access and use the Organization's Offerings and Contents.
<b>Output Content</b>	as per Section 13.5.
<b>PGP</b>	means " <i>P-rocessed G-iga P-ixels</i> " corresponding to the total sum of the sizes in gigapixels of the Input Data (images) uploaded by You to the Software for processing purposes.
<b>Pix4D</b>	means Pix4D SA, a Swiss joint-stock company ( <i>société anonyme</i> ), registered in Switzerland under number CHE 207.009.701 with its seat at Route de Renens 24, 1008 Prilly, Switzerland.
<b>Pix4D Hardware</b>	as per Section 7.1.
<b>Premium Support Services</b>	means the premium support services made available and delivered by Pix4D as a specific Offering.
<b>Purchase Order</b>	as per Section 4.2a.
<b>Quotation</b>	means the quotation sent by Pix4D to You following an Order request by You via email at <a href="mailto:sales@pix4d.com">sales@pix4d.com</a> .
<b>Recurring Payments</b>	as per Section 9.3.
<b>Renewal Subscription Period</b>	as per Section 4.3h.
<b>Schedule</b>	means a written schedule sent by Pix4D to You identifying the Offerings included in Your Order and the main terms applicable to such Order.
<b>Sensitive Personal Data</b>	as per Section 14.2.
<b>Server Software</b>	means an application Software that is installed and executed on Your server or workstation class computer and which may be accessed remotely or indirectly.
<b>Service Key</b>	means a unique code provided to You by Us to enable Your access to the Training and Certification Services.
<b>Software</b>	means any software solution or similar materials, including any modules, components, features and functions, made available by Pix4D, whether or not provided as part of a Subscription and whether or not provided for a fee. Software includes updates and upgrades, as the case may be. Software may be available as a Cloud Software, Server Software or Desktop Software.
<b>SOW</b>	means a written statement of work sent by Pix4D to You identifying the Professional Services included in Your Order and the main terms applicable to such Order.
<b>Store</b>	means the Pix4D store available on the Website.
<b>Subscription</b>	as per Section 4.3a.
<b>Subscription Order</b>	as per Section 4.3a.
<b>Subscription Start Date</b>	as per Section 4.3f.
<b>Taxes</b>	as per Section 8.3.
<b>Third-Party Hardware</b>	as per Section 7.1.
<b>Third-Party Material</b>	as per Section 13.4.
<b>Third-Party Terms</b>	as per Section 13.4.

<b>Training Material</b>	means any material or content, whether in a printed or an online form, provided by Us to the user of a Training and Certification Service, such as articles, guides, courses, presentations, datasets, textbooks, workbooks, instruction sets, reports, graphics, pictures, audios and videos files.
<b>Training and Certification Order</b>	as per Section 5.1.
<b>Training and Certification Services</b>	means the basic online training, the user-workshops or the custom training provided whether online or in person by, or under the supervision and liability of, Pix4D (see <a href="https://www.pix4d.com/services/training-certification">https://www.pix4d.com/services/training-certification</a> ).
<b>Trial Version</b>	as per Section 15.1.
<b>You and Your</b>	as per meaning in front page.
<b>Your Terms and Conditions</b>	means any terms and conditions which may appear, or be referred to, on any purchase orders, forms or other documents or communications sent by You to Us, whether in a printed or electronic form, or on Your internet site purporting to supersede or replace the General Terms.
<b>We, Us and Our</b>	as per meaning in front page.
<b>Website</b>	means Pix4D's website ( <a href="https://www.pix4d.com">https://www.pix4d.com</a> ) and its subdomains (e.g., support.pix4d.com, cloud.pix4d.com).

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