

## ADDITIONAL TERMS – Vantor Imagery Pix4D Customers General Terms and Conditions for Customers

This Additional Terms – Vantor Imagery (the "**ATSI**") applies to You in case You have ordered an imagery from the Vantor Imagery product (the "**Vantor Imagery**") from Vantor Inc and/or Vantor Parent Inc ("**Vantor**") and offered by Pix4D.

The ATSI 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 purchase of the Vantor Imagery.

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

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### 1. GENERAL PROVISIONS

- 1.1. Purchase of the Vantor Imagery is a specific Offerings offered by Pix4D to You that gives You access to Vantor Imagery through Your contractual agreement with Us under the General Terms. For the avoidance of doubt, Section 13.4 of the General Terms and Sections 8.4 and 12.6 EULA shall not apply to Your use of the Vantor Imagery (subject to Section 4 below).

Please note that only certain Offerings (i.e. Software) allow You to have access to the Vantor Imagery (the "**Supported Offerings**"). For more information on the Supported Offerings, please contact Our sales team at <https://www.pix4d.com/contact/>. Once such Supported Offerings are subject to this ATSI due to access to Vantor Satellite Imagery, You shall not have the right to retransmit, distribute or make such Supported Offerings available for use by any other person or entity.

- 1.2. You hereby acknowledge that your contractual relationship for the purchase of the Vantor Imagery is concluded between You and Us only, and that, between You and Us, We are solely responsible for the Integrator Product and the content thereof, to the exclusion of Vantor. Notwithstanding the above, You hereby acknowledge and agree that Vantor, and Vantor's affiliates, are third party beneficiaries of the General Terms and of this ATSI insofar as they relate to the Vantor Imagery, and Vantor has the right to enforce the General Terms and this ATSI against You as a third party beneficiary thereof.

### 2. SCOPE OF LICENSE

- 2.1. Your License to the Vantor Imagery is limited to a non-transferable license to use the Vantor Imagery through the Supported Offerings and any Restricted Copies solely as permitted by the rules, restrictions and other terms and conditions set forth in the ATSI, the General Terms and the EULA, and only as follows: (a) Your use of Restricted Copies in geo-referenced file formats or other source content is restricted to Your own internal use solely in connection with Your internal use of the Supported Offerings and any other use or distribution in a geo-referenced file format (including, without limitation, .kmz, geotiff, and geotiff) is strictly prohibited; and (b) You may use vector files and screen shots of the Vantor Imagery and LMDs created by You from Restricted Copies in .jpeg, bitmap or .png file formats: (i) on Your own website, provided You obtain prior written permission from Vantor in each instance; (ii) in non-public reports or documents provided to governmental agencies and regulators, or as part of formal legal process, but only in accordance with the confidentiality restrictions set forth in Section 7.1; and/or (iii) in a final report in .pdf, .docx, .txt or similar text-document format solely when combined with text and other analysis prepared by You and issued to a single of Your client in connection with Your rendering of professional services to such client. Except as set forth above, You are prohibited to perform any copying, separation, unbundling, extraction, isolation, removal or other use or distribution of the Vantor Imagery, LMD and/or Restricted Copies.
- 2.2. In addition, You shall not, nor permit any other person to: (i) use the Vantor Imagery and/or LMD for the business needs of any third party outside of the Supported Offerings, including without limitation, providing any services to any third party; (ii) violate any restriction set forth in the applicable product specification of the Vantor Imagery ; (iii) remove, bypass or circumvent any electronic or other forms of protection included on or with the Vantor Imagery and/or LMD; (iv) monitor any Vantor Imagery availability, performance, content, functionality or for any other benchmarking or competitive purposes; (v) infringe upon the intellectual property rights of another entity or individual, or violate any applicable laws; (vi) defame any person or that is obscene, offensive, hateful or inflammatory; (vii) promote or use violent or sexually explicit material or pornography; (viii) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (viii) promote any illegal activity or advocate, promote, incite any person to commit, or assist any unlawful or criminal act, or be used in contempt of court; (ix) be deceptive, threatening, abusive or invade another's privacy; (x) cause annoyance, inconvenience or needless anxiety or is likely to harass, upset, embarrass, alarm or annoy any other person; (xi) reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive the algorithms, source code, databases or data structures upon which the Vantor Imagery is based, but only to the extent this restriction is permitted by law; (xii) use the Vantor Imagery and/or LMD in any manner that may train machine learning algorithms for feature extraction or any other purpose; or improve the accuracy of any other satellite imagery via algorithmic processing or any other method.
- 2.3. Any violation of these restrictions may result in immediate suspension or termination of your access to Vantor Imagery.
- 2.4. All Your use of Restricted Copies under Section 2.1(b) must also include the following copyright notice on or adjacent to the

2.5. For the purpose of the ATSI, the following capitalized terms shall have the meaning set forth below:

- (a) **"Restricted Copies"**: a downloaded copy of the Vantor Imagery and/or LMD available through the Supported Offerings that is subject to the following limitations and restrictions: (a) Your use of Restricted Copies in geo-referenced file formats or other source content is restricted to the Your own internal use solely in connection with Your internal use of the Supported Offerings and any other use or distribution in a geo-referenced file format, including, without limitation, .kmz, .geotiff, .geotiff, .geotiff, is strictly prohibited; and (b) You may use vector files and screen shots of the content of the Vantor Imagery and LMDs from Restricted Copies in .jpeg, bitmap or .png file formats with the copyright attribution specified in Section 2.4: (i) on Your own website, provided You obtain prior written permission from Vantor in each instance; (ii) in non-public reports or documents provided to governmental agencies and regulators, or as part of formal legal process, but only in accordance with the confidentiality restrictions set forth in Section 7.1; and (iii) in a final report in .pdf, .docx, .txt or similar text-document format solely when combined with text and other analysis prepared by You and issued to a single of Your client in connection with Your rendering of professional services to the client.
- (b) **"LMD"**: any (i) addition, improvement, update, modification, transformation, adaptation or derivative work of or to the VantorS Imagery , including, without limitation, reformatting of the Vantor Imagery into a different format or media from which it is delivered to You; (ii) addition or extraction of data, information or other content to or from the Vantor Imagery ; or (iii) any copy or reproduction of the Vantor Imagery .

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. The licensor and supplier materials in the Supported Offerings (in particular the Vantor Imagery) are licensed and not sold to You and all worldwide intellectual property and proprietary rights therein and related thereto, including, without limitation, all patents, copyrights, trademarks, trade secrets, moral rights, sui generis rights and other right in databases, and all rights arising from or pertaining to the foregoing rights, are and will remain the exclusive property of Our licensors and suppliers.
- 3.2. All rights in and to the licensor and supplier materials in the Supported Offerings (in particular the Vantor Imagery) not expressly granted to You are reserved by Our licensors and suppliers.

### 4. THIRD PARTY TERMS

In addition to the terms the ATSI, the General Terms and the EULA, You shall also comply with applicable third party terms or license restrictions, if any, that apply to the Vantor Imagery as part of Your use of the Licensed Offerings and the Vantor Imagery.

### 5. WARRANTY AND RESPONSIBILITY

- 5.1. To the maximum extent permitted by applicable law, all licensor and supplier materials in the Supported Offerings (in particular the Vantor Imagery) are provided "as is" without any representations or warranties of any kind and all warranties, whether express or implied, oral or written, arising by law or otherwise, are expressly disclaimed and excluded, including, without limitation all implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose
- 5.2. Unless otherwise prohibited by law, in no event will Our licensors and suppliers be liable for any incidental, consequential, special, exemplary, or indirect damages (including lost profits or lost data) arising from, or relating to, the Supported Offerings, even if We or Our licensors or suppliers have been advised of the possibility of such damages

### 6. TERMINATION

- 6.1. In addition to any other rights or remedies available under the ATSI, the General Terms, or applicable law, We may immediately suspend or terminate Your access to and license for the Vantor Satellite Imagery without notice and without any obligation to refund any fees paid, in the event that We reasonably determine, or are notified by Vantor or any applicable third party that You have breached any obligation under this ATSI, including but not limited to the license restrictions set forth in section 2 or any misuse of the Vantor Imagery, LMD, or Restricted Copies.
- 6.2. You acknowledge and agree that You are solely responsible for any misuse of the Vantor Imagery, LMD, or Restricted Copies, whether by You, Your employees, agents, representatives, or any third party to whom You provide access contrary to this ATSI. You must indemnify, defend, and hold harmless Us, Our licensors, suppliers (including Vantor), and their respective affiliates, directors, employees, and agents against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising from such misuse.
- 6.3. Upon termination of Your License for any reason, You must immediately cease all use of the Vantor Imagery and related materials. Obligations relating to misuse, indemnity, and confidentiality survive termination

### 7. MISCELLANEOUS

- 7.1. As part of Your use of the Supported Offerings and the Vantor Imagery, You may have access to information clearly identified
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as confidential at the time of disclosure, to the exclusion of information that (i) becomes available to the public through none of Your actions; (ii) You lawfully received access to separate from Your use of the Licensed Offerings and the Vantor Imagery; (iii) was lawfully disclosed to You by a third party authorized to make the disclosure; or (iv) was independently developed by You ("**Confidential Information**"). We retain all ownership rights in and to Our Confidential Information. You agree to use the same degree of care to protect Our Confidential Information that You use to protect Your own confidential information (but no less than reasonable care), not to use the Confidential Information for any purpose other than invoking any rights and performing any obligations under any agreement between You and Us, and not to disclose the Confidential Information to any third party; provided, however, that You may disclose Confidential Information to Your agents, subcontractors, lawyers, accountants, auditors, directors and other advisors who are required to protect it against unauthorized disclosure in a manner no less restrictive than set forth herein. In addition, nothing herein shall prevent You from disclosing any Confidential Information to any governmental entity as required by law, provided that You shall take reasonable precautions to protect the confidentiality of the Confidential Information to be disclosed, promptly notify Us of the requirement of disclosure before making the required disclosure and reasonably cooperate with Us in attempting to obtain a protective order or other limitation on disclosure.

- 7.2. Maintenance and support services on the Supported Offerings shall be provided by Us only in accordance with the General Terms and the EULA, and no maintenance and support services (i) will be provided by Us on the Vantor Imagery, and (ii) will be provided by Vantor on the Supported Offerings. For any issue or support relating to the Vantor Imagery, You should contact Vantor directly.
- 7.3. You hereby represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (ii) You are not listed on any U.S. Government list of prohibited or restricted parties; and (iii) You will not, and will not permit any other person to, transfer or re-export the Vantor Imagery contrary to U.S. law.