

# PIX4D END-USER LICENSE AGREEMENT

Last modified: October 2021

This End-User License Agreement (the "**EULA**") is an agreement between You and Pix4D (Pix4D and You collectively, the "**Parties**") and which govern Your Use of the Pix4D Software, Pix4D Apps, Pix4D Cloud Services and the related Documentation (the "**Licensed Offerings**").

Any capitalized terms used throughout of the EULA are defined terms. The definitions can be found in the main body of the EULA and/or in Section 17.

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## **1. ACCEPTANCE**

- 1.1. By clicking "Accept", Using the Licensed Offerings or otherwise indicating Your acceptance of the EULA, You are agreeing to be bound by the terms and conditions set forth in the EULA.**
- 1.2. If You do not agree to the terms and conditions of the EULA, or if You do not have the right, power and authority to act on behalf of the entity entering the EULA, do not Use the Licensed Offerings or do not otherwise click on any button or other mechanisms designed to acknowledge acceptance of terms.**
- 1.3. Please review Pix4D's General Terms and Conditions for Customers (the "**General Terms**") and the additional terms annexed therein which may apply in connection**

with the Use of a specific Offering (the "**Additional Terms**"), which also govern Your Use of the Licensed Offerings. Please review Pix4D's Data Processing Agreement (the "**DPA**"), which applies to You (i) as an entity licensing the Licensed Offerings for Use by the Authorized Users (including Your employees and other persons acting on Your behalf and in accordance with Your instructions) and/or (ii) as an entity acting as the controller of the personal data of the third parties appearing on the Content shared via the Licensed Offerings under the EULA.. You will find the General Terms, the Additional Terms and the DPA in Our Website (<https://www.pix4d.com/legal>). In case of conflict between the EULA and such complementary documentation, the following order of priority applies: i) Additional Terms, ii) General Terms, iii) DPA insofar as it relates to data processing of Personal Data by Pix4D and iv) EULA.

- 1.4. Pix4D rejects the applicability of any of Your Terms and Conditions unless expressly accepted by Our authorized representatives in writing. Failure by Pix4D to object to Your Terms and Conditions shall in no event be construed as an acceptance of any of Your Terms and Conditions.
- 1.5. Pix4D reserves its right to amend the EULA at any time. Pix4D will notify You by posting a notice of any contemplated amendment(s) on the Website or the Account, or by sending You an e-mail at the e-mail address provided by You, if any, unless You have expressly stated Your objection to this communication channel. If You do not explicitly object to the contemplated amendment(s), all notified amendments to this EULA 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 EULA and with it, the DPA, as applicable, but shall stop Using the Licensed Offerings.

## 2. GENERAL

- 2.1. The EULA shall govern the terms and conditions under which Pix4D allows You to Use the Licensed Offerings to input, process, assess, analyze, edit, output and deliver data for mapping, modelling, inspections and analysis purposes.
- 2.2. The Licensed Offerings are supported on Devices that meet the minimum and recommended hardware and software specifications and requirements mentioned on the following technical documentation website: <https://support.pix4d.com>.
- 2.3. Your License type (business, educational, trial, etc.) and all relevant specifications (including number of Devices, number of Authorized Users, etc.) applicable to Your License are indicated in Your Order.

## 3. GRANT OF LICENSE

- 3.1. **Principle.** Subject to payment of the applicable fees and compliance with the EULA, Pix4D grants You, during the term of the EULA, a non-exclusive, non-transferable, non-assignable and non-sublicensable license to Use the Licensed Offerings in accordance with the relevant Documentation for Your mapping, modelling, inspection and analysis purposes (the "**License**"). The License is subject to (i) the right of Use principles set forth in Section 3.2, (ii) the restrictions and limitations set forth in Section 3.3, (iii) any additional licensing restrictions and limitation specified in the Documentation, (iv) the terms and conditions of the open-source components integrated in the Licensed Offerings (see Section 4.4) and (v) the terms and conditions of the Third-Party Service or Content (see Section 12.6).
- 3.2. **Right of Use Principles.** The following principles apply in relation to the Use of the Licensed Offerings:
  - (a) **Fair Use.** "**Fair Use**" for the purpose of the EULA means to, in full or in parts, Use the Licensed Offerings to input, process, assess, analyze, edit, output and

deliver data on the number of Devices, for the duration (the "**Term**") and according to the modalities expressly indicated in the specifications set out in Your Order and in the Documentation.

- (b) **Increased Use.** "**Increased Use**" for the purpose of the EULA means to make Use of the Licensed Offerings beyond the specifications set out in Your Order and in the Documentation, such as, as the case may be, Use on additional Devices, by a larger number of Authorized Users, at additional usage sites, by Your Affiliates or external partners, for increased Use or with an increased consumption allowance, shall not be allowed without prior authorization from Pix4D and shall result in a corresponding adjustment to the License fees. Should an Increased Use occur without Our approval, Pix4D may demand You, at its sole discretion, to immediately cease such Increased Use or, in case of a subsequent approval, retroactively invoice You the applicable additional License fees. In addition, Pix4D may also suspend permanently or temporarily your License as well as Your access to the Licensed Offerings and their Content.

- 3.3. **Restrictions.** All rights not expressly granted by Pix4D hereunder are reserved; You have only the limited rights granted with the Licensed Offerings expressly set forth in the EULA, and You have no other rights, implied or otherwise.

Without limiting the generality of the previous sentence, You will not, and will not allow any third party, to:

- (a) modify, adapt or create derivative or composite works of the Licensed Offerings, unless permitted by applicable law or by the relevant Additional Terms;
- (b) transfer, sublicense or assign Your rights under the License to any other person or entity not included in the Order, or otherwise share the Licensed Offerings (or any part thereof) to any other person or entity not included in the Order (to the exception of Your Authorized Users);
- (c) reverse engineer, decompile, decrypt, disassemble, separate out any of its components for Use with other software solutions, or otherwise attempt to derive the source code or any underlying proprietary information of the Licensed Offerings or any part thereof;
- (d) remove, modify, or conceal any product identification, proprietary, copyright, marks and/or any other intellectual property notices on or within the Licensed Offerings;
- (e) make the Licensed Offerings available to third parties outside Your legal entity, except in the context of an EUM Organization;
- (f) make the Licensed Offerings available over a network where it could be used by multiple devices at the same time, except in the context of an EUM Organization;
- (g) use the Licensed Offerings through any API if the Offering does not include such feature;
- (h) circumvent the copy protection technology that may be included in the Licensed Offerings, including features that automatically disable or limit the use of the Licensed Offerings upon expiration of the License;

- (i) Use the Licensed Offerings in any way that violates any applicable federal, state, local, or international law or regulations; and
- (j) more generally, assist or allow anyone to do anything that the EULA prohibits You from doing.

3.4. **Precisions**. For the sake of clarity, it is expressly specified that:

- (a) The License granted to You under the EULA is only valid in relation to Licensed Offerings that You have subscribed to or acquired from an Approved Source.
- (b) In the event that Pix4D requires You to register as an end-user (i.e. by setting up an Account on the Website), the License is valid only if and as long as the registration is complete and accurate.
- (c) The Licensed Offerings are licensed, not sold, to You by Pix4D for Use only under the terms of the EULA. Pix4D retains ownership of the Licensed Offerings themselves and all copies thereof, and reserves all rights not expressly granted to You, included without limitation any related copyrights, trademarks, trade secrets, patents and other intellectual property rights.
- (d) You shall take reasonable security measures to ensure that no person other than You or any person acting under Your full liability and supervision, including Your employees (the "**Authorized Users**"), Uses the Licensed Offerings, it being specified that You may permit an Authorized User to Use the Licensed Offerings licensed to You under this EULA provided such Use be solely (i) on Your behalf and (ii) in compliance with this EULA. You agree that You are liable for any breach of this EULA by that Authorized User.
- (e) To the extent that the Licensed Offerings may be Used to reproduce, modify, process, share and distribute Content, the Licensed Offerings are licensed to You only for reproduction, modification, processing, sharing and distribution of non-copyrighted Content, Content in which You own the copyright or Content You are authorized or legally permitted to reproduce, modify, publish or distribute. If You are uncertain about Your right to copy, modify, processing, sharing or distribute any Content, You should contact Your legal advisor.

3.5. **Term**. If the Licensed Offerings are licensed for a specified term (the "**Term**"), Your License is valid solely for such Term. Your right to Use the Licensed Offerings begins on the date a License to the Licensed Offerings is assigned to You and continues until the end of the Term indicated in Your Order, unless otherwise terminated in accordance with the EULA.

3.6. **Trial License**. Pix4D may grant You a restricted License for the sole purpose of testing and evaluating a certain Pix4D Software for a limited period (the "**Trial Software**"), usually 14 (fourteen) or 30 (thirty) days according to the Offering (the "**Trial License Term**"). See applicable Additional Terms for more detailed information. The Trial Software is not warranted and any liability of Pix4D in connection with its Use by You is excluded to the extent permissible by law. You acknowledge that the Trial Software cannot be Used anymore upon expiry of the Trial License Term.

3.7. **Compliance with Laws**. You agree to Use the Licensed Offerings in compliance with all applicable laws, including local laws of the country or region in which You reside or in which You download or Use the Licensed Offerings.

- 3.8. **Audit & monitoring.** Whatever the type of License granted, You acknowledge and agree that Pix4D may monitor Your Use of the Licensed Offerings for compliance with the EULA and, in particular, with the right of Use principles indicated at Section 3.2 above.

#### 4. INTELLECTUAL PROPERTY

- 4.1. **Ownership.** (a) **Licensed Offerings.** Title to the Licensed Offerings (including any Updates, enhancements, derivatives and modifications) as well as any and all patents, copyrights, trade secrets and other proprietary and intellectual property rights in or related thereto are and will remain the exclusive property of Pix4D. Moreover, Pix4D owns all rights in any copy, translation, adaptation of derivative work of the Licensed Offerings, including any improvement or development thereof.

(b) **Trademarks.** Pix4D® is a trademark which is owned exclusively by Pix4D. The License does not grant You any right whatsoever in this trademark. For example, You have no right to use, copy, modify, or publicly display this trademark, and You may not remove, alter or delete such trademark as it may be affixed by Pix4D in any Output Content.

- 4.2. **Confidentiality of the Licensed Offerings.** The Licensed Offerings contain information, ideas, data structures, data base models, concepts, designs, methods and processes that constitute the business and trade secrets of Pix4D. You shall treat the Licensed Offerings with the same diligence and confidentiality as Your own business and trade secrets, Use them as set out in the EULA, and shall not grant full or partial access to third parties in any way or form or publish the Licensed Offerings, unless having been given prior written authorization to do so by Pix4D. You shall ensure, through appropriate instructions, agreements and other suitable precautions, that all Authorized Users comply with the obligations set out herein. The obligation of confidentiality shall remain in effect for as long as Pix4D has a legitimate interest in the Licensed Offerings and even after the contractual relationship between the Parties has ended.

- 4.3. **Protection of Intellectual Property Rights.** You recognize the ownership right and the intellectual property rights of Pix4D in the Licensed Offerings, abstain from committing any offence against the existence and extent of such rights, take every action in accordance with the instructions of Pix4D to protect the rights of Pix4D to the Licensed Offerings, and provide Pix4D with reasonable support to defend such rights. You shall take the organizational and technical measures within Your business which are required to protect the Licensed Offerings from unintentional disclosure or access, theft or misuse by unauthorized parties. You shall promptly notify Pix4D in writing upon discovery of any unauthorized Use of the Licensed Offerings or infringement of Pix4D's proprietary rights in the Licensed Offerings.

- 4.4. **Open-Source Components.** The Licensed Offerings may include certain open-source components, subject to separate license terms. The list of all open-source components integrated in the Licensed Offerings is available in the "About" or similar section featured in the menu of the concerned Licensed Offerings.

- 4.5. **Your Content.** It is expressly agreed that Your Content shall belong to You exclusively. The data contained in such Content will be handled in accordance with the provisions of the applicable data protection legislation and as further detailed in Section 12.3 below.

#### 5. SUPPORT AND UPGRADES

- 5.1. **Principle.** Your rights to access and benefit from Upgrades and Support is depending upon Your type of License. Access to Upgrades and Support may be:

- (a) included in the License;
- (b) absent by default from the License, in which case access to Upgrades and Support may be specifically subscribed for as a specific Licensed Offering, providing payment of the applicable fees; or
- (c) included in the License for a limited term only when specified, in which case it can be renewed as a specific Licensed Offering by paying the applicable fees.

5.2. **Upgrades.** Pix4D provides Upgrades, including modification or discontinuation of certain functionalities of the Licensed Offerings, at its sole discretion, upon the following terms and conditions:

- (a) You may continue to Use the previous version together with an Upgrade provided that both are installed on the same Devices, subject to the limitations set forth in the original Order;
- (b) Subject to Your type of License, You may refuse to accept an Upgrade, it being specified however that (i) certain functionalities of the Licensed Offerings may be restricted and (ii) Pix4D shall have no further obligation to provide Support on previous versions, but may at its sole discretion provide limited assistance;
- (c) Unless Pix4D provides other terms and conditions with an Upgrade, the terms and conditions of the EULA shall continue to apply. If amended terms and conditions of the License are provided with the Upgrade, such new terms will apply upon installation of the Upgrade. If no amended terms and conditions of the License are provided, the EULA shall continue to apply.

5.3. **Support Documentation.** By default, for any type of License, You will be granted access to the Support related Documentation accessible on the following webpage: <https://support.pix4d.com>, and You will be allowed to participate and consult the Pix4D community forum accessible on the following webpage: <https://community.pix4d.com/>, it being specified that Pix4D makes no warranties that this technical basic Support tool will resolve any particular issue You may face or that such resolution will meet Your requirements and/or expectations.

5.4. **Support. When and to the extent applicable pursuant to the type of License only,** Pix4D shall provide Support upon the following terms and conditions, it being specified that Pix4D makes no warranties whatsoever that the Support will resolve any request or that any resolution provided by Pix4D will meet Your requirements and/or expectations. Without limiting the generality of the foregoing:

- (a) support will be provided through a dedicated web-based ticketing system, available at <https://support.pix4d.com>, with a follow-up to take place through such system or over e-mail.
- (b) Pix4D will investigate promptly any questions or problems related to the Licensed Offerings You may have. However, the Support provided to You is contingent on Your full cooperation with Pix4D's investigation into the subject matter of Your request, including without limitation prompt and complete responses to any questions asked by Pix4D's support team.

- (c) For the sake of clarity, Pix4D does not provide a guaranteed response time but undertakes to make good faith efforts to answer e-mails within 24 (twenty-four) hours during workweek, excluding holidays. Further, the Support to be provided by Pix4D hereunder is limited to the most current version of the Licensed Offerings.
- (d) Certain operations recommended by Pix4D in response to Your Support request may compromise the integrity of Your Content. **You are solely responsible for providing adequate and complete back-up of Your Content at all times** and Pix4D shall assume no liability in case of loss for any reason whatsoever.
- (e) Pix4D's undertaking to provide Support is contingent upon Your proper Use of the Licensed Offerings and full compliance with the EULA. Moreover, Pix4D shall be under no obligation to provide Support should such Support be required due to (i) Your (or Your Authorized Users' or Organization members') failure to operate the Licensed Offerings within the systems requirements and/or specifications as per Section 2.2, (ii) any modification or attempted modification of the Licensed Offerings by You (or Your Authorized Users or Organization members) or any third party or (iii) Your (or Your Authorized Users' or Organization members') failure or refusal to implement operations recommended by Pix4D.

## 6. REPRESENTATIONS AND WARRANTIES BY YOU

You acknowledge that the Use of the Licensed 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 You will (i) fully comply with all Laws and Standards relating to the export control of the Licensed Offerings, as further detailed in Section 11.2, (ii) ensure compliance with all Laws and Standards associated with Your (intended or effective) Use of the Licensed Offerings and (iii) obtain all necessary approvals, permits or clearances for such Use.

## 7. INDEMNIFICATION BY YOU

To the extent allowed by applicable law, You undertake to defend, indemnify and hold harmless Pix4D, its partners, directors, officers, agents and employees, from and against any damage, claim, liability, loss or expenses (including attorney costs) arising out of or relating to any third-party claim, action, or allegation that arises from Your breach of the EULA. Your obligations under this Section 7 are contingent upon: (i) Pix4D providing You a written notice of such claim, action or allegation and (ii) Pix4D providing You reasonable cooperation, at Your expense, in defense and settlement of such claim, action or allegation. You shall not enter into any settlement under this Section 7 without the prior consent of Pix4D.

## 8. LIMITED REPRESENTATIONS AND WARRANTIES BY PIX4D

- 8.1. **Principle. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE LICENSED OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.**
- 8.2. **Disclaimer.** Without limiting the generality of the foregoing, Pix4D does not represent or warrant that (i) the Licensed Offerings will meet Your requirements or that they will operate uninterrupted or error free and (ii) the Content will be accurate, correct or reliable. Pix4D disclaims all other warranties, express or

implied, including but not limited, to any warranties of satisfactory quality, fitness for a purpose, non-infringement, non-interference and accuracy of informational content.

**Those who Use the Licensed Offerings and the Content do so at their own risk and costs**, and are responsible for compliance with local law. In particular, You (and not Pix4D) assume the entire cost of all necessary maintenance, repair or correction, if any, except for the Support to be provided in accordance with the terms and conditions set forth in Section 5.3.

- 8.3. **Intellectual Property**. Without limiting the generality of Sections 8.1 and 8.2 above, Pix4D represents that it has either developed the Licensed Offerings itself - and consequently owns the intellectual property rights in the Licensed Offerings, particularly the copyrights - or that it has acquired the right to Use and grant sub-licenses to Use the components of the Licensed Offerings which have not been developed and are not owned by Pix4D.
- 8.4. **Third-Party Service or Content**. The Third-Party alone is responsible for the Third-Party Service or Content. To that extent, Pix4D disclaims any warranty with regard to such Third-Party Service or Content, including the availability of such services and content in the country where You are located.

## **9. INDEMNIFICATION BY PIX4D**

Should a third-party exercise claims against You for infringement of their alleged intellectual property rights concerning the Use of the Licensed Offerings by You in accordance with the EULA, You shall (i) immediately inform Pix4D in writing of such claims, (ii) authorize Pix4D to conduct the defense, including reaching a settlement, and (iii) reasonably support Pix4D in its efforts. In such case, Pix4D shall assume the defense at its own expense and shall indemnify You for any costs and damages finally awarded by a court of law.

If it emerges that, in the view of Pix4D, the Licensed Offerings do or could infringe the intellectual property rights of third parties, Pix4D shall, at its choice, either perform modifications at its own expense in order to eliminate the potential infringement of such intellectual property rights, or commence negotiations to acquire the respective rights from the authorized third party. Should these measures not result in the intended goal despite appropriate and reasonable efforts, Pix4D shall be entitled to take back the Licensed Offerings. In such case, You shall solely have the right to a partial refund of the License fees that have been paid, subject to a deduction of an appropriate fee for any interim Use and the applicable reseller margin (if any). Pix4D shall be released from the aforementioned obligations if an intellectual property right claim arises on the basis that You have changed the Licensed Offerings or have Used them in conjunction with other programs or under Use and operating conditions other than as agreed in Your Order.

## **10. LIMITATION OF LIABILITY**

- 10.1. **Direct Damages**. **REGARDLESS OF THE LEGAL BASIS OF YOUR CLAIM, IN NO EVENT SHALL PIX4D'S AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES RESULTING FROM OR IN CONNECTION WITH THE EULA EXCEED THE LOWER OF THE FOLLOWING AMOUNTS: I) THE ANNUAL FEE CHARGED BY PIX4D TO YOU IN THE YEAR PRECEDING THE OCCURRENCE OF THE DAMAGE OR II) CHF 50'000.**
- 10.2. **Indirect Damages**. **IN NO EVENT, REGARDLESS OF THE LEGAL BASIS OF YOUR CLAIM, SHALL PIX4D, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND/OR APPROVED SOURCES BE LIABLE TO YOU**



**OR ANY THIRD PARTIES UNDER THE EULA FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES OR EXPENSE (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR INFORMATION, BUSINESS INTERRUPTION, DAMAGE TO NETWORKS, EQUIPMENT OR HARDWARE, UNAUTHORIZED ACCESS TO YOUR DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY).**

- 10.3. **Intentional or grossly negligent conduct.** To the extent required by applicable law, Pix4D's full liability remains reserved for damages caused by intentional or grossly negligent conduct.

## **11. OTHER COVENANTS**

- 11.1. **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.

- 11.2. **Export controls.** (a) The transfer of the Licensed Offerings across national boundaries may be subject to restrictions. You undertake to comply with all applicable international laws governing Use, export, re-export and transfer of products and technology, in particular, the Licensed Offerings, as well as end-user, end-use and destinations restrictions issued by governments, as the case may be.

(b) Without derogating from the generality of the foregoing, You represent that You are not a member of any denied person list, debarred list or any other similar lists published by any government where You intend to Use the Licensed Offerings and that You will not Use, export, re-export or transfer the Licensed Offerings to territories, destinations, companies, or individuals in violation of U.S., E.U. or Swiss embargoes or trade sanctions. You expressly undertake that You will unconditionally indemnify, defend and hold Pix4D harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, costs and expenses arising from Your failure to comply with this Section 11.2.

## **12. PRIVACY, SECURITY AND COMPLIANCE WITH LAW**

- 12.1. **Processing of Personal Data.** Using the Licensed Offerings will require maintaining, processing, storing and disclosing certain information and data, including personal data, provided to or collected by Pix4D and/or its Affiliates about You, Your business, the Authorized Users, and any third party appearing on the Content shared via the Licensed Offerings in connection with the EULA.

- 12.2. **Data Protection Roles.** When processing personal data under the EULA, Pix4D will either act as Your processor or Your controller. Specifically, Pix4D will act as Your processor (i) in relation to any personal data about third parties appearing on the Content disclosed or otherwise made available to Pix4D via the Licensed Offerings and (ii) insofar as You license the Licensed Offerings for Use by the Authorized Users (including Your employees and other persons acting on Your behalf and in accordance with Your instructions) for which You act as the controller. In such cases, the processing of personal data by Pix4D on Your behalf will be governed by Pix4D's data processing agreement, available at <http://pix4d.com/privacy>, and to be executed between You and Pix4D (the "DPA"). Insofar You act as the controller of personal data, You shall ensure that the transfers of personal data from Pix4D (back) to You (processor to controller transfers) are permitted under applicable law and, where applicable, in accordance with the European standard contractual clauses incorporated in the relevant DPA.

- 12.3. **Compliance with Law.** Any processing activity by Pix4D shall be made in

conformity with all data protection laws, including, without limitation, the Swiss Data Protection Act and the EU General Data Protection Regulation, as applicable, and Pix4D's privacy and personal data protection policy as currently available at <http://pix4d.com/privacy>, as such policy may be updated from time to time (the "Privacy Notice").

- 12.4. **Security.** Pix4D will implement and maintain appropriate technical and organizational measures that are designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access. The security measures include measures to encrypt personal data, to help ensure ongoing confidentiality, integrity, availability and resilience of Pix4D's systems and services, to help restore timely access to personal data following a data breach, and for regular testing of effectiveness..
- 12.5. **Processing Terms.** Without prejudice to the above, You expressly acknowledge (and confirm, as the case may be), in accordance with the Privacy Notice:
- (a) where Pix4D relies on consent for a specific processing of Your personal data, such consent has been requested by Pix4D in a separate document. Your consent is voluntary and can be withdrawn at any time by contacting us at the following address: [data\\_protection@pix4d.com](mailto:data_protection@pix4d.com);
  - (b) the Licensed Offerings may communicate automatically with Pix4D cloud-based technology to function and to make the Licensed Offerings and other products and services of Pix4D more effective;
  - (c) personal data collected through or during Your Use of any of the various Licensed Offerings may be transferred between Pix4D and its Affiliates located in and outside of Europe; where transfers occur to Affiliates located in a non-whitelisted country, Pix4D will put in place appropriate safeguards to ensure the protection of Your data (including by concluding the European standard contractual clauses with those Affiliates); and that
  - (d) data collected by Pix4D in connection with the Use of a product manufactured or distributed by an Affiliate may be shared with such Affiliate in its capacity as a controller, joint controller or processor of Pix4D for the following purposes: product improvement, support in case of technical issue with the product, supply chain and database management and statistics.
- 12.6. **Connectivity.** In case a Third-Party Service or Content is integrated into, or available through the Licensed Offerings, this will be indicated accordingly. In such case, the third-party alone is responsible for such service or content, and its use is governed by the terms (including the disclaimers and notices) found on the website of such third-party. Accessing or making use of such content or services may cause Your Device, without additional notice, to connect automatically to the servers of such third-party and, therefore, permit the third-party to collect information from You (such as the IP address) or place certain information (such as a cookie). For more information on the collection and other processing of information by such third-party, please consult the third-party's privacy notice on its website. Information about these third parties relied upon by Pix4D is found in Pix4D's Privacy Notice on the Website. As stated in Section 8.4, Pix4D disclaims any warranty with regard to such Third-Party Service or Content. It is used by You at Your own risk.

### 13. DURATION – TERMINATION OF THE EULA

- 13.1. **Duration.** The EULA shall remain effective until terminated upon cancellation or until the expiration of the Term.

- 13.2. **Termination.** (a) By You. You may terminate the EULA - and its right to Use the Licensed Offerings - at any time by ceasing Your Use or destroying all copies of the Licensed Offerings.
- (b) By Pix4D. Pix4D may terminate the EULA - and waive Your right to Use the Licensed Offerings with immediate effect - in case of Your failure to comply with any obligation hereunder, without incurring any liability to You. Such termination shall become effective upon Your receipt of a notice thereof by Pix4D.
- 13.3. **Effect of termination.** (a) Upon termination of the EULA, You shall immediately discontinue Your Use of the Licensed Offerings and delete or destroy any copies thereof from Your Device(s) (including archives and back-up copies), whether full or partial. Upon Pix4D's request, You shall certify in writing that You have fully complied with the foregoing undertaking.
- (b) For the sake of clarity, Pix4D shall have no further obligation to provide assistance, Upgrades and Support once the EULA has been terminated, unless the Parties agree otherwise.
- (c) The termination or expiration of the EULA will not limit any of Pix4D's rights or remedies under the EULA or at law.

#### 14. MISCELLANEOUS

- 14.1. **Independent Contractors.** Pix4D, its Affiliates and You are independent contractors, and the relationship created hereby shall not be deemed to be that of a principal and its agent.
- 14.2. **Severability.** If any provision of the EULA 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 EULA shall remain valid and enforceable to the fullest extent possible.
- 14.3. **Heading.** The headings contained in the EULA are included for mere convenience of reference and shall not affect the latter's construction or interpretation.
- 14.4. **Waiver.** Failure by Pix4D to enforce at any time any provision of the EULA shall not be construed as a waiver of Pix4D's right to act or to enforce any such term or condition and Pix4D's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by Pix4D of any breach of Your obligations shall constitute a waiver of any other prior or subsequent breach.
- 14.5. **Entire Agreement.** The EULA represents the entire agreement of the Parties and supersedes any prior discussions or understandings, whether written or oral, relating to the subject matter hereof.
- 14.6. **Notices.** For the purpose of all written communications between the Parties, any notice or other communication made in connection with the EULA shall be in writing (electronic form being deemed as satisfactory) and shall be e-mailed to the addresses below:

If to Pix4D: e-mail: [legal@pix4d.com](mailto:legal@pix4d.com).

If to You: at the e-mail address registered in Your Account. In case of change, it is Your sole responsibility to inform 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 and receipt of such electronic communications.

## 15. GOVERNING LAW – DISPUTE RESOLUTION

15.1. **Governing Law.** This EULA shall be exclusively governed by and construed in accordance with the laws specified below for the country or territory in which You obtained the Licensed Offerings, without reference to or application of any conflicts of laws principles:

- (e) **United States.** If You obtained the Licensed Offerings in the United States, the federal laws of the United States, to the extent controlling, or, by default, the laws of the State of California, USA.
- (f) **European Union (EU).** If You obtained the Licensed Offerings in a member country of the EU, the substantive laws of Germany.
- (g) **Asia, Oceania or the Asia-Pacific region, other than Mainland China, Hong Kong SAR and Macau.** If You obtained the Licensed Offerings in Asia, Oceania or the Asia-Pacific region, other than Mainland China, Hong Kong SAR and Macau, the substantive laws of Singapore.
- (h) **Mainland China, Hong Kong Special administrative Region (SAR) and Macau.** If You obtained the Licensed Offerings in Mainland China, Hong Kong SAR or Macau, the laws of Hong Kong SAR.
- (i) **Switzerland and worldwide, unless in a country or region described above.** If You obtained the Licensed Offerings in Switzerland and worldwide, unless in a country or region described above, the substantive laws of Switzerland.

Notwithstanding the foregoing, if the mandatory laws or public policy of any country or territory in which the EULA is 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 this Section 15.1 shall not affect any mandatory right You may have to take action in Your country of residence under the laws of that country.

15.2. **Exclusion.** The EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

15.3. **Jurisdiction and Venue.** Any dispute, controversy or claim arising out of or in connection with the EULA, including its conclusion, validity, binding effect, amendment, breach, termination or rescission shall be first resolve informally by providing a notice including a brief description of the dispute and related documentation, controversy and/or claim to Pix4D, respectively to You, at the address mentioned in Section 14.6. If the dispute is not resolved within 30 (thirty) calendar days of Pix4D's or Your receipt of the notice, either You and/or Pix4D may file a formal claim in the following exclusive forums for dispute resolution, determined in accordance with the country of Your habitual residence/registered seat:

- (a) **United States.** The United States District Court for the Northern District of California in San Francisco or the Superior Court of California of the City and County of San Francisco, in either case it being specified that, to the fullest extent permitted by law, Pix4D and You expressly agree hereby to waive any right to a trial by jury.
- (b) **European Union (EU):** Courts of Berlin.
- (c) **Asia, Oceania or the Asia-Pacific region, other than Mainland China, Hong Kong SAR and Macau:** Courts of Singapore.
- (d) **Mainland China, Hong Kong Special administrative Region (SAR) and Macau.** Arbitration before 3 (three) arbitrators in Hong Kong administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC administered arbitration rules in force when the notice of arbitration is submitted.
- (e) **Switzerland and worldwide, unless in a country or region described above:** Courts of Lausanne, Switzerland, without prejudice to a possible appeal to the Swiss Federal Tribunal.

Notwithstanding the foregoing, Pix4D may apply for injunctive relief and other equitable remedies (or their equivalent) in any court of appropriate jurisdiction or forum.

## 16. COUNTRY-SPECIFIC TERMS

Notwithstanding the other terms of the EULA, 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

1. Section 3.4 lit. c shall be completed as follows:

*"[...]; in deviation thereof, You are explicitly free to sell or resell the Licensed Offerings where (i) the Licensed Offerings has been provided to You for an indefinite term (ii) under a perpetual license (iii) if the Licensed Offerings has been placed on either the EU or EEA market with Pix4D's consent and (iv) to the extent that Pix4D's copyright is exhausted.*

*If the Licensed Offerings has been acquired by download, Your freedom to sell or resell is additionally conditioned upon all of the following conditions being met:*

- (a) *You have acquired the Licensed Offerings as a first buyer in a lawful transaction, either traded by Pix4D itself or with the approval of Pix4D, which can be assumed only when Pix4D has given its approval to download a copy of the Licensed Offerings in exchange of a fee corresponding to the economic value for Pix4D of such copy; and*
- (b) *You make each individual copy of the Licensed Offerings useless in case of subsequent resale(s); and*
- (c) *You provide the buyer with all the necessary information to assess the authorized Use of the Licensed Offerings.*

*For the sake of clarity, it is specified that, if You are not the lawful first buyer*

of the Licensed Offerings (having purchased the Licensed Offerings on a second-hand transaction), then You are only entitled to Use the Licensed Offerings to the extent You have lawfully acquired it. Each and all Your rights to the Licensed Offerings are defined and restricted by the terms and conditions of this EULA.

2. Section 8 shall be completed as follows:

*Notwithstanding the above, and except if the Licensed Offerings or any variation thereof has been delivered to You free of charge (such as trial versions, Updates, pre-release) or has been altered by You to any extent, Pix4D gives a limited warranty that the Licensed Offerings provide the functionalities set forth in the Documentation under the following conditions and modalities:*

- (a) The limited warranty mentioned above is provided for a limited warranty period of 1 (one) year if You are a business user and 2 (two) years if You are not a business user, following receipt of the Licensed Offerings;*
- (b) To make a warranty claim, You must return, during the limited warranty period, the Licensed Offerings and proof of its purchase to the location where You obtained it;*
- (c) As a remedy, Pix4D is entitled, by way of re-performance and at its own discretion, to repair or replace the Licensed Offerings, if the purported defective functionalities of the Licensed Offerings vary substantially from the functionalities set forth in the Documentation. If, despite Pix4D's action, the suitability of the Pix4D Software remains reduced to a more than just an insignificant degree, You are entitled to request swiftly in writing a reduction of the purchase price (reduction) or to cancel the purchase agreement (rescission).*

3. Section 10.3 shall be completed as follows:

*The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability caused by wrongful intent or gross negligence, to liability under the German Product Liability Act or product liability legislation in other Member States of the EU, to liability for assuming a specific guarantee, or to liability for culpably caused personal injuries.*

**United States of America**

1. Section 10.2 shall be completed as follows:

*It is specified that, with respect to the above-mentioned release of claims, You expressly waive the application of Section 1542 of the California Civil Code, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

2. **US Government end-users.** The Licensed Offerings and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("**FAR**") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial

computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the EULA may be incorporated, Government end-users will acquire the Licensed Offerings and Documentation with only those rights set forth in the EULA. Any License provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

## 17. DEFINITIONS

<b>Account</b>	means Your account on the Website.
<b>Additional Terms</b>	as per Section 1.3.
<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 Affiliates can be consulted here: <a href="https://www.pix4d.com/about-us#locations">https://www.pix4d.com/about-us#locations</a> .
<b>API</b>	means " <i>A-pplication P-rogramming I-nterface</i> ", with respect to usage through command line interface, Software Development Kit (SDK) or web API of the Licensed Offerings.
<b>Approved Source</b>	means (i) Pix4D, (ii) an Affiliate or (iii) an authorized reseller, distributor, system integrator or mobile app store.
<b>Authorized Users</b>	as per Section 3.4((d)), it being understood that Authorized Users may include users of the Licensed Offerings outside Your entity if these have been duly authorized, by Your account administrator, to become members of an Organization.
<b>Content</b>	means the Input Content and the Output Content.
<b>Device</b>	means a computer or the like (including a smartphone) used by You for running the Licensed Offerings.
<b>DFAR</b>	as per Section 16.2.
<b>Documentation</b>	means any printed or online Offering description, user or technical manuals, training materials, specifications and any other documentation related to the Licensed Offerings which is made available to You by Pix4D or an Approved Source in the Website, in the Store, or, as the case may be, directly in the Licensed Offering or in its package, in the Website or in the Store.
<b>DPA</b>	means the Pix4D Data Processing Agreement as currently available at <a href="https://www.pix4d.com/legal">https://www.pix4d.com/legal</a> and as may be amended from time to time, which applies to You as an

entity entering into this EULA for Use of the Licensed Offerings by the Authorized Users.

<b>EULA</b>	as per meaning in front page.
<b>EUM</b>	means " <i>Enterprise User Management</i> ", a type of account granting You the possibility of creating Organizations, designating their members and grant them access and other permissions to Your Licensed Offerings and Content.
<b>Fair Use</b>	as per Section 3.2(a).
<b>FAR</b>	as per Section 16.2.
<b>General Terms</b>	as per Section 1.3.
<b>Increased Use</b>	as per Section 3.2(b).
<b>Indemnified Party</b>	as per Section 7.
<b>Input Content</b>	means any content (typically, a picture) created by You and/or Your Authorized Users which is uploaded to or processed by the Licensed Offerings.
<b>Laws and Standards</b>	as per Section 6.
<b>License</b>	means the rights granted to You under the terms and conditions of the EULA, as further defined under Section 3.
<b>Licensed Offerings</b>	as per meaning in front page.
<b>Order</b>	means Your order of the Licensed Offerings and the related ordering documents sent by Us to You, such as quotations, invoices or schedules, as the case may be.
<b>Organization</b>	means, in case of an EUM, a network of Authorized Users, whether internal or external to Your legal entity, designated by Your Administrator, who have been granted access and other permissions to Your Licensed Offerings and Your Content.
<b>Output Content</b>	means any content, such as files, designs, models, data sets, pictures, documents or similar material, generated by You and/or Your Authorized Users by processing the Input Content through – or as a result of Your Use of – the Licensed Offerings.
<b>Parties</b>	as per meaning in front page.
<b>Pix4D, Us, Our</b>	Pix4D SA, a Swiss joint-stock company ( <i>société anonyme</i> ), registered in Switzerland under number CHE-207.009.701,



having its registered seat at Route de Renens 24, 1008 Prilly, Switzerland.

<b>Pix4D App</b>	means any app developed by Pix4D and made available to You by an Approved Source and licensed to You by Pix4D.
<b>Pix4D Software</b>	means collectively the (and individually, any) Pix4D software solutions, any Upgrades and any third-party components, documentation, interfaces, content, fonts and any accompanying data whether in read only memory, on any other media or in any other form, made available to You by an Approved Source and licensed to You by Pix4D.
<b>Privacy Notice</b>	means Pix4D's privacy and personal data protection policy as currently available at <a href="http://pix4d.com/privacy">http://pix4d.com/privacy</a> .
<b>Support</b>	means the standard support provided by Pix4D, as per Section 5.3, which is the first-level technical support, i.e. front-line support for basic customer issues that are generally known or that can be solved by following user support scripts.
<b>Store</b>	means the Pix4D store available on the Website.
<b>Term</b>	as per Section 3.5.
<b>Third-Party Service or Content</b>	means the third-party content, such as the maps of Mapbox, Inc., or service, such as the buttons of Google Maps™, YouTube™, Facebook™, Twitter™ etc., that may be integrated into, or available through, the Licensed Offerings.
<b>Trial Software</b>	as per Section 3.6.
<b>Trial License Term</b>	as per Section 3.6.
<b>Upgrade</b>	means any new release version of the Pix4D Software as per Section 5.3, including without limitation updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Pix4D Software and backup copies thereto.
<b>Use or Using</b>	means to download, install, activate, access, operate or otherwise use the Licensed Offerings.
<b>Website</b>	means Pix4D's website ( <a href="https://www.pix4d.com">https://www.pix4d.com</a> ) and its subdomains (e.g. <a href="https://support.pix4d.com">support.pix4d.com</a> , <a href="https://cloud.pix4d.com">cloud.pix4d.com</a> ).
<b>You and Your</b>	means the individual or legal entity licensing the Licensed Offerings under the EULA.
<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 website, purporting to supersede or replace the EULA.

