

PIX4D SOFTWARE END-USER LICENSE AGREEMENT

This is an agreement between You and Pix4D and, together with any supplemental license terms and any specific terms and conditions, as the case may be (collectively, the "**EULA**"), governs Your Use of the Pix4D Software.

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 14.

TABLE OF CONTENT

1. ACCEPTANCE OF TERMS	1
2. GENERAL	2
3. LICENSES	2
4. UPGRADES AND SUPPORT	4
5. WARRANTIES BY YOU	6
6. NO REPRESENTATION & WARRANTY BY THE LICENSOR AND/OR ANY APPROVED SOURCE	6
7. LIMITATION OF LIABILITY	7
8. INTELLECTUAL PROPERTY	7
9. OTHER COVENANTS	8
10. DURATION – TERMINATION OF THE EULA	9
11. MISCELLANEOUS	10
12. GOVERNING LAW – DISPUTE RESOLUTION	11
13. COUNTRY-SPECIFIC TERMS	12
14. DEFINITIONS	14

1. ACCEPTANCE OF TERMS

- 1.1. By Using the Pix4D Software, You are agreeing to be bound by the terms and conditions set forth in the EULA.** Depending on the circumstances, the EULA may be complemented by supplemental license terms and specific terms made available in connection with surfing Pix4D website (available at www.pix4d.com, the "**Website**"), ordering, installing, downloading, accessing or Using the Pix4D Software. In case of conflict between the EULA and such additional terms, the latter shall prevail. You agree to comply with the EULA in its entirety.
- 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 download, install, access, and/or otherwise Use, the Pix4D Software or do not otherwise click on any button or other mechanisms designed to acknowledge acceptance of terms.**
- 1.3. The Licensor reserves the right to amend the EULA at any time. Pix4D will notify You**

by posting notice of any contemplated amendment(s) on the Website, and/or by notifying You directly by 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 6 (six) weeks after the date of their posting on the Website or of Your receipt of the e-mail. If You do not agree to (or cannot comply with) any of those amendments, You may terminate the EULA but shall stop using the Pix4D Software.

2. GENERAL

- 2.1. The EULA shall govern the offering, licensing (which are the terms and conditions under which Pix4D allows You to Use the Pix4D Software to input, process, assess, analyze, edit, output and deliver data for mapping and modelling purposes, as well as the Documentation, and the support of the Pix4D Software from or on behalf of the Licensor to You (the Licensor and You collectively, the "**Parties**").
- 2.2. The Pix4D Software is supported on Devices that meet the minimum and recommended hardware and software specifications and requirements mentioned on the following webpage: <https://support.pix4d.com/hc/en-us/articles/202557289>.
- 2.3. The Licensor explicitly rejects the applicability of any of Your general terms and conditions. Failure by the Licensor to object to the terms and conditions set by You shall in no event be construed as an acceptance of any of Your terms and conditions.
- 2.4. Any electronic communication between the Parties shall be effective as originals and shall be considered to be a "writing" between the Parties. When and if used, the electronic communication system used by the Licensor will serve as sole proof for the content and the time of delivery and receipt of such electronic communications.

3. LICENSES

- 3.1. **Principle.** Subject to payment of the applicable fees and compliance with the EULA, the Licensor grants You a non-exclusive, non-transferable, non-assignable and non-sublicensable right to install, run and use the Pix4D Software as well as to access the Documentation (the "**License**").
- 3.2. **Restrictions.** All rights not expressly granted by the Licensor hereunder are reserved; You have only the limited rights granted with the Pix4D Software 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. make copies of the Pix4D Software (or any part thereof), with the exception of one (1) back-up copy for archival purposes;
 - b. modify, adapt or create derivative or composite works of the Pix4D Software or the Documentation, unless permitted by applicable law;
 - c. transfer, sublicense, or assign Your rights under the License to any other person or entity not included in the original subscription or purchase order, or otherwise

share the Pix4D Software (or any part thereof) to any other person or entity not included in the original subscription or purchase order;

- d. 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 Pix4D Software or any part thereof;
- e. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Pix4D Software
- f. make the functionality of the Pix4D Software available to third parties outside Your organization, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or in any other way making the Pix4D Software available over a network where it could be used by multiple devices at the same time, unless expressly authorized by Pix4D in writing;
- g. without the written authorization of the Licensor, use the Pix4D Software through any API;
- h. circumvent the copy protection technology that may be included in the Pix4D Software, including features that automatically disables or limits use of the Pix4D Software upon expiration of a License;
- i. use the Pix4D Software in any way that violates any applicable federal, state, local, or international law or regulation; and
- j. more generally, assist or allow anyone to do anything that the EULA prohibits You from doing.

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

- a. The Licensor licenses You the right to Use only the Pix4D Software You acquire from an Approved Source. Unless contrary to applicable law, You are not licensed to Use the Pix4D Software on secondhand or refurbished Pix4D equipment not authorized by Pix4D, or on Pix4D equipment not purchased through an Approved Source.
- b. In the event that Pix4D requires You to register as an end-user, the License is valid only if the registration is complete and accurate. The Pix4D Software may contain open source software, subject to separate license terms. The list of all open source software contained in the Pix4D Software is available in the “About” section featured in the Pix4D Software menu.
- c. The Pix4D Software is licensed, not sold, to You by the Licensor for use only under the terms of the EULA. The Licensor retains ownership of the Pix4D Software itself and all copies thereof, and reserve 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 accesses the

Pix4D Software, it being specified that You may permit a third party to Use the Pix4D Software licensed to You under this EULA provided such Use be solely (i) on Your behalf, (ii) for Your internal operations, and (iii) in compliance with this EULA. You agree that You are liable for any breach of this EULA by that third party.

- e. To the extent that the Pix4D Software may be used to reproduce, modify, publish and distribute materials, it is licensed to You only for reproduction, modification, publication and distribution of non-copyrighted materials, materials in which You own the copyright, or materials You are authorized or legally permitted to reproduce, modify, publish or distribute. If You are uncertain about Your right to copy, modify, publish or distribute any material, You should contact Your legal advisor.
- 3.4. **Term.** If the Pix4D Software is licensed for a specified term, Your License is valid solely for the applicable term (the "**Term**"). Your right to Use the Pix4D Software begins on the date a License to the Pix4D Software is assigned to You and continues until the end of the specified term, unless otherwise terminated in accordance with the EULA.
 - 3.5. **Compliance with Laws.** You agree to use the Pix4D Software 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 Pix4D Software.
 - 3.6. **Audit & monitoring.** Whatever the type of License granted, You acknowledge and agree that the Licensor may monitor and audit Your Use of the Pix4D Software for compliance with the EULA at any time, upon reasonable notice.

In the event that such audit reveals any of Your Uses of the Pix4D Software other than in full compliance with the terms of the EULA, You shall reimburse the Licensor for all reasonable expenses related to such audit in addition to any other liabilities You may incur as a result of such non-compliance.

4. UPGRADES AND SUPPORT

- 4.1. **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:
 - (i) included in the License;
 - (ii) absent by default from the License, in which case access to Upgrades and Support may be specifically subscribed for, providing payment of the applicable Upgrade and Support fee; or
 - (iii) included in the License for a limited term only when specified, in which case it can be renewed by paying the applicable Upgrade and Support fee.
- 4.2. **Upgrades.** The Licensor provides Upgrades, including modification or discontinuance of certain functionalities of the Pix4D Software, 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 subscription or purchase order.

- b. You may refuse to accept an Upgrade, it being specified however that (i) certain functionalities of the Pix4D Software may be restricted and (ii) the Licensor shall have no further obligation to provide Support on previous versions, but may at its sole discretion provide limited assistance.
 - c. Unless the Licensor 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.
- 4.3. **Technical Support.** By default, for any type of License, You will be granted access to the Pix4D knowledge and support database accessible on the following webpage: <https://support.pix4d.com/hc/en-us>, and You will be allowed to participate and consult the Pix4D community forum accessible on the following webpage: <https://support.pix4d.com/hc/en-us/community/topics>, it being specified that the Licensor makes no warranties that this technical basic Support tools will resolve any particular issue You may face or that such resolution will meet Your requirements and/or expectations.
- 4.4. **Personal Support. When and to the extent applicable pursuant to the type of License only,** the Licensor shall provide personal Support upon the following terms and conditions, it being specified that the Licensor makes no warranties that the personal Support will resolve any particular Support request or that such resolution will meet Your requirements and/or expectations:
- a. Support will be provided by a dedicated email ticketing system. The Licensor will investigate promptly any questions or problems related to the Pix4D Software You may have, provided that adequate information is delivered to the Licensor (i) to assist the investigation, such as the nature of the problem, including any information reasonably necessary for diagnosis and correction, the operation or the serial of operations being performed by the Pix4D Software when the problem occurred, detailed description of the problem, its duration, any attempts made by You to resolve the problem, and, ultimately, (ii) to confirm that the questions have been answered and the problems solved.
 - b. For the sake of clarity, the Licensor does not provide 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 the Licensor hereunder is limited to the most current version of the Pix4D Software.
 - c. All Support requests must be submitted to our Support ticketing system available at <https://support.pix4d.com>.
 - d. Certain operations recommended by the Licensor in answer to Your Support request may compromise the integrity of Your data. **You are solely responsible for providing adequate and complete back-up of Your data at all times** and the Licensor shall assume no liability in case of loss in the integrity for any reason whatsoever.

- e. The Licensor's undertaking to provide Support is contingent upon Your proper Use of the Pix4D Software and full compliance with the EULA. Moreover, the Licensor shall be under no obligation to provide Support should such services be required due to (i) failure to operate the Pix4D Software within the systems requirements and/or specifications as per Section 2.2, (ii) any modification or attempted modification of the Pix4D Software by You or any third party, or (iii) Your failure or refusal to implement operations recommended by the Licensor.

5. WARRANTIES BY YOU

- 5.1. **Respect of Laws & Standards.** You acknowledge that the Use of the Pix4D Software 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 warrants that You will (i) fully comply with all Laws and Standards relating to the export control of the Pix4D Software, as further detailed in Section 9.2, (ii) ensure compliance with all Laws and Standards associated with Your intended Use of the Pix4D Software and obtain all necessary approvals, permits or clearances for such Use.
- 5.2. **Indemnification.** You undertake to fully indemnify and hold harmless the Licensor, 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 5.1, whether or not caused by the Indemnified Party's negligence and whether or not the relevant damage, claim, liability, loss or expense has merit.

6. NO REPRESENTATION & WARRANTY BY THE LICENSOR AND/OR ANY APPROVED SOURCE

- 6.1. **Principle.** To the fullest extent permissible pursuant to applicable law, the Pix4D Software is provided "AS IS" basis without warranties of any kind, either express or implied, except if You have separately subscribed for the representations & warranties scheme.

Neither the Licensor nor any Approved Source represents or warrants that the Pix4D Software or materials provided through use of the Pix4D Software are accurate, complete, reliable, timely, secure, current, error-free or free of viruses or other harmful components, nor does it represent or warrant that the Pix4D Software or the standard Support will be available or accessible without interruption.

- 6.2. **Express DISCLAIMER.** To the fullest extent permissible pursuant to applicable law, the Licensor and/or any Approved Source disclaims all warranties, conditions and/or terms, express or implied, contractual or statutory, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. In particular, The Licensor does not warrant that the Pix4D Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, the Licensor does not warrant that the Pix4D Software or any equipment, system or network on which the Pix4D Software is Used will be free of vulnerability to intrusion or attack.

Those who Use or process the Pix4D Software do so at their own risk and costs, and are responsible for compliance with local law. In particular, You (and not the

Licensor) 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 4.3.

The complete enjoyment of the services and/or features provided by the Pix4D Software and Pix4D may need to use third-parties services (Google Maps™, YouTube™, Facebook™ or Twitter™ buttons, etc.). Pix4D does 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, **Pix4D shall not bear any liability for damages due to the impossibility to connect to such services.**

7. LIMITATION OF LIABILITY

7.1. **Principle.** (a) **As a matter of principle, and to the fullest extent permissible pursuant to applicable law, neither the Licensor, its officers, directors, employees, agents, suppliers and licensors collectively, nor any Approved Source, accept any liability to You or any third party** for any direct, indirect, incidental, exemplary, special or consequential damages (including damages for loss of profits, loss of goodwill, loss of data or information, business interruption, computer failure or malfunction, unauthorized access to and/or loss of Your personally identifiable information, or any and all other commercial damages) arising out of the EULA, the License or Use of or inability to Use the Pix4D Software, even if the Licensor, its officers, directors, employees, agents, suppliers and licensors collectively, or any Approved Source, have been advised of the possibility of such damages, and regardless of the theory of liability, unless it has committed a serious breach of its obligations as a consequence of willful misconduct or gross negligence.

(b) In particular, the Licensor and/or any Approved Source is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the internet, including any injury or damage to end-users or to any person's computer related to or resulting from participation or downloading materials in connection with the Pix4D Software. Under no circumstances shall the Licensor be responsible for any loss or damage, including personal injury or death, resulting from Use of the Pix4D Software or from the conduct of any end-users of the Pix4D Software, whether online or offline.

(c) For the sake of clarity, neither the Licensor nor any Approved Source further bears any liability for the transfer and content of any metadata attached to or contained in the pictures uploaded by You whilst Using the Pix4D Software and/or any related services.

7.2. **Consequences.** (a) If You are dissatisfied with the Pix4D Software and/or the provisions of any related services, its sole and unique option is to discontinue Using the Pix4D Software and the related services. In addition, **You release the Licensor, its Affiliates and/or any Approved Source from any damages that You incur, and agree not to assert any claims against them, arising from the Your use of the Pix4D Software or the provision of related services.**

(b) If, under mandatory applicable law, Pix4D may nevertheless be held liable for some damages, the resulting indemnification claim shall be limited to the amount of

damages as typically foreseeable at the time of entering into this EULA in respect to damages caused by a slightly negligent breach of a material contractual obligation.

Material contractual obligations within the frame of this Section shall mean such basic duties which form the essence of this EULA, which were decisive for the conclusion of this EULA and on the performance of which one may rely.

8. INTELLECTUAL PROPERTY

- 8.1. **Ownership rights.** (a) Subject to the License granted hereunder, all title, ownership, intellectual property rights and all other rights and interests in and to the Pix4D Software (including any updates, enhancements, derivatives and modifications), the Documentation and any copies thereof, are owned by Pix4D only. You acknowledge and understand that the Pix4D Software is licensed and not sold.
- (b) The possession, installation and use of the Pix4D Software does not grant You any rights or title to any intellectual property rights in the Pix4D Software, the Documentation or the trademarks, brands, illustrations, logos and the like which appear on the Pix4D Software and the related accessories and, as the case may be, packaging.
- (c) The structure, organization and code of the Pix4D Software are valuable trade secrets and confidential information of the Licensor.
- (d) You further acknowledge that Pix4D® is a trademark which is owned exclusively by Pix4D and that 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 are affixed by the Licensor to reports, documents, templates, screenshots, output files, etc. generated through Use of the Pix4D Software.
- 8.2. **Your content.** It is expressly agreed that any output file, which is any file generated by You as a result of Your Using the Pix4D Software shall belong to You exclusively.

9. OTHER COVENANTS

- 9.1. **Marketing.** The Licensor shall have the right to identify You as a customer only subject to Your prior consent to such identification. If You grant consent to be identified, You thereby grant to the Licensor a royalty-free, perpetual, non-exclusive, non-transferable and non-sub-licensable right to use Your name and any trade names or trademarks solely for marketing purposes pursuant to this Section. You may choose to opt-out of this Section by submitting a request to legal@pix4d.com.
- 9.2. **Export controls.** (a) The transfer of the Pix4D Software 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 Pix4D Software, 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 it intends to use the Pix4D Software and that it will not Use, Use, export, re-export or transfer the Pix4D Software to territories, destinations, companies, or individuals in violation of U.S. or E.U. embargoes or trade sanctions.

You will indemnify, defend and hold the Licensor 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 9.2.

9.3. **Privacy, processing of personal information and connectivity.** (a) Using the Pix4D Software, will require maintaining, using, storing and disclosing certain information and data provided to, or collected by, the Licensor and/or any of its Affiliates with respect to You (including, without limitation, personal information) and/or Your business in connection with the EULA. Any action by the Licensor shall be made in conformity with the Licensor's policies on privacy and data protection as currently available at <http://pix4d.com/privacy> which forms an integral part of the EULA, as such policies may be updated from time to time (the "**Privacy Policy**"). Concerning Your data collection, storage and processing, subject to the provisions of foreign law (including the EU General Data Protection Regulation and related data protection laws of the EU) that might be directly applicable to the Licensor in Switzerland, the Licensor is subject to Swiss legal standards on data protection, which are recognized by European authorities as guaranteeing an adequate level of data protection.

(b) The Licensor processes certain information and data (which may include personally identifiable information and/or personal data) relating to: (i) the end-user of the Pix4D Software and/or any Device which Uses the Pix4D Software; (ii) the Pix4D Software and/or any Device which Uses the Pix4D Software; in accordance with the Privacy Policy; and (iii) the metadata attached to the pictures uploaded by You.

(c) Without prejudice to the above, You expressly acknowledge, in accordance with the Privacy Policy:

1. where any processing of Your personal data is based on a necessary and specific declaration of consent by You, such consent has been granted by You in a separate document.
2. the Pix4D Software may communicate automatically with the Licensor's cloud-based technology to function and to make the Pix4D Software and other products and services of the Licensor more effective;
3. any personally identifiable information and/or personal data collected through or during Your Use of any of the various Pix4D Software solutions may circulate or be freely transferred among any of the Licensor's related companies; and that
4. data collected by Pix4D in connection with the Use of a product manufactured or distributed by an Affiliate may be shared with such Affiliate for the following purposes: product improvement, support in case of technical issue with the product, supply chain and database management, statistics.

it being specified that You may withdraw Your consent to such communication and/or transfer by uninstalling the Pix4D Software.

(d) The Use of the Pix4D Software may facilitate or require Your access to and Your Use of content and services that are hosted on websites maintained by the Licensor or by third parties. In some cases, such content and services may appear to be a feature or function within, or extension of, the Pix4D Software, even though hosted on such websites. Accessing such content or services may cause Your computer and/or Device, without additional notice, to connect automatically to the Internet (transitorily, intermittently or on a regular basis) and to communicate with a

Licensor's or third-party website—for example, for purposes of providing You with additional information, features and functionality or to validate that the Pix4D Software is being used as permitted under the EULA or other applicable terms. Such connectivity to websites of third parties is governed by the terms (including the disclaimers and notices) found on such sites or otherwise associated with the third-party content or services. The Licensor does not control, endorse, or accept responsibility for any such third-party content or services.

10. DURATION – TERMINATION OF THE EULA

- 10.1. **Duration.** The EULA shall remain effective until terminated upon cancellation or until the expiration of the Term.
- 10.2. **Termination.** (a) **By You.** You may terminate the EULA - and its right to use the Pix4D Software - at any time by ceasing Use of or destroying all copies of the Pix4D Software.
- (b) **By the Licensor.** The Licensor may terminate the EULA - and waive Your right to use the Pix4D Software with immediate effect - in case of Your failure to comply with any material obligation hereunder, without incurring any liability to You. Such termination shall become effective as from Your receipt of a notice thereof by Pix4D, as per Section 11.6.
- 10.3. **Effect of termination.** (a) Upon termination or expiration of the EULA, You shall immediately discontinue Your Use of the Pix4D Software and of the Documentation and delete or destroy any copies thereof from Your Device(s) (including archives and back-up copies), whether full or partial. Upon the Licensor's request, You shall certify that it has fully complied with the foregoing undertaking.
- (b) For sake of clarity, the Licensor 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 the Licensor's rights or remedies under the EULA or at law.

11. MISCELLANEOUS

- 11.1. **Independent Contractors.** The Licensor and You are independent contractors, and the relationship created hereby shall not be deemed to be that of principal and agent.
- 11.2. **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.
- 11.3. **Heading.** The headings contained in the EULA are included for mere convenience of reference and shall not affect the latter's construction or interpretation.
- 11.4. **Waiver.** Failure by the Licensor to enforce at any time any provision of the EULA

shall not be construed as a waiver of the Licensor's right to act or to enforce any such term or condition and the Licensor's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by the Licensor of any breach of Your obligations shall constitute a waiver of any other prior or subsequent breach.

- 11.5. **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.
- 11.6. **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 the Licensor: e-mail: legal@pix4d.com.

If to You: at Your e-mail furnished upon Your registration. In case of change, it is Your sole responsibility to notify the Licensor of Your new contact details. To this end, You can either contact the Licensor's Support team through <https://support.pix4d.com/> or update Your contact details on Your Account.

12. GOVERNING LAW – DISPUTE RESOLUTION

- 12.1. **Governing Law.** This EULA shall be governed by and construed in accordance with the laws specified below for the country or territory in which You obtained the Pix4D Software, without reference to or application of any conflicts of laws principles:
- a. **United States.** If You obtained the Pix4D Software 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.
 - b. **European Union (EU).** If You obtained the Pix4D Software in a member country of the EU, the substantive laws of Germany.
 - c. **Asia, Oceania or the Asia-Pacific region, other than Mainland China, Hong Kong SAR and Macau.** If You obtained the Pix4D Software in Asia, Oceania or the Asia-Pacific region, other than Mainland China, Hong Kong SAR and Macau, the substantive laws of Singapore.
 - d. **Mainland China, Hong Kong Special administrative Region (SAR) and Macau.** If You obtained the Pix4D Software in Mainland China, Hong Kong SAR or Macau, the laws of Hong Kong SAR.
 - e. **Switzerland and worldwide, unless in a country or region described above.** If You obtained the Pix4D Software 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 12.1 shall not affect any mandatory right You may have to take action in Your country of residence under the laws of that country.

- 12.2. **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.
- 12.3. **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 the Licensor, respectively to You, at the address mentioned in Section 11.6. If the dispute is not resolved within 30 (thirty) calendar days of the Licensor's or Your receipt of the notice, either You and/or the Licensor 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, the Licensor 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, the Licensor may apply for injunctive relief and other equitable remedies (or their equivalent) in any court of appropriate jurisdiction or forum.

13. 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 3.2 lit. c shall be completed as follows:

"[...] in deviation thereof, You are explicitly free to sell or resell the Pix4D Software where (1°) the Pix4D Software has been provided to You for an indefinite term (2°) under a perpetual license (3°) if the Pix4D Software has been placed on either the EU or EEA market with Pix4D's consent and (4°) to the extent that Pix4D's copyright is exhausted.

If the Pix4D Software has been acquired by download, Your freedom to sell or resell is additionally conditioned upon all of the following conditions being met:

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3. Section 7.2 (b) 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.

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1. Section 7.2 (a) 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.

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