

PIX4D CERTIFIED TRAINER PROGRAM TERMS AND CONDITIONS

Effective: September 2023

These Pix4D Certified Trainer Program Terms and Conditions (the "**Terms**") set forth the terms and conditions agreed to by and between Pix4D SA, a joint-stock company (*société anonyme*), registered in Switzerland under the business identification number CHE 207.009.701, with its seat at Route de Renens 24, 1008 Prilly, Switzerland ("**Pix4D**", "**We**", "**Us**", "**Our**") and the entity submitting the membership application form ("**You**") to become a member in the Pix4D Certified Trainer Program (the "**Program**").

Any capitalized terms used throughout the Terms are defined terms. The definitions can be found in the main body of the Terms.

TABLE OF CONTENT

1.	APPLICATION – NOTICE OF PRE-ACCEPTANCE – MEMBERSHIP CONDITIONS	1
2.	TRAINER EXAM, CERTIFICATION AND BADGE	2
3.	MEMBERSHIP BENEFITS	3
4.	MEMBERSHIP OBLIGATIONS	3
5.	INTELLECTUAL PROPERTY	4
6.	MARKETING	4
7.	MEMBERSHIP TERM AND TERMINATION	4
8.	MODIFICATIONS BY PIX4D	5
9.	NO WARRANTIES	5
10.	INDEMNIFICATION	5
11.	LIMITED LIABILITY	5
12.	MISCELLANEOUS	6
13.	APPLICABLE LAW AND JURISDICTION	6

1. APPLICATION – NOTICE OF PRE-ACCEPTANCE – MEMBERSHIP CONDITIONS

- 1.1 To obtain a membership status within the Program (the "**Membership**"), You shall submit to Us a complete membership application form together with all supporting documents requested (the "**Application**").
- 1.2 When Your Application is complete, We will evaluate it and decide, in Our sole discretion, if You are eligible for admission in the Program. We may consider You ineligible for the Program and reject Your Membership Application at Our sole discretion for any reason.
- 1.3 If You are eligible for admission into the Program, You will receive a notice of pre-acceptance from Us (e-mail being sufficient). For the sake of clarity, it is expressly specified that the notice of pre-acceptance is not a Membership confirmation.
- 1.4 The acquisition and maintenance of Your Membership are subject to the fulfillment on Your part of all applicable

membership prerequisites and conditions communicated by Pix4D to You (the "**Membership Conditions**").

1.5 In principle, the Membership Conditions include the following criteria:

- a. At least one training provider within Your organization (the "**Training Provider**") obtaining a Pix4D trainer certification (the "**Certification**");
- b. At least 80% of the students of the training and courses delivered by You complete the Pix4D evaluation form; and
- c. An average rating score of at least 4 out of 5 per training is achieved according to the Pix4D evaluation form completed by the students.

Additional Membership Conditions may be communicated to You by Us in the notice of pre-acceptance.

Your organization may certify an unlimited number of trainers with no further charge.

2. TRAINER EXAM, CERTIFICATION AND BADGE

- 2.1 To acquire and maintain Your Membership, at least one of Your Training Providers must hold a valid Certification at any given moment. There is no limit to the number of Your Training Providers who can obtain a Certification.
- 2.2 Each Certification is valid only for a specific Pix4D product or service (the "**Product**").
- 2.3 Training Providers can become certified if they successfully pass a trainer certification exam (the "**Exam**") as soon as possible, but, at the latest, within thirty (30) days from the date of the notice of pre-acceptance. Only Training Providers are eligible to pass the Exam and obtain the Certification.
- 2.4 To help Training Providers prepare for the Exam, We offer them access to Our courses and course material. We will grant to the concerned Training Providers a limited, non-exclusive, non-transferable and non-sublicensable license to use our course material for educational and training purposes only. We may provide personal consultation hours as well.
- 2.5 Pix4D will contact the Training Providers designated by You in the Application to confirm their enrollment in the Exam and will provide all Exam information directly to them.
- 2.6 If the Training Provider successfully passes the Exam, the Training Provider is appointed as "*Pix4D Certified Trainer*" for the Product and they will be entitled to offer and deliver training and courses on the Product to end users (the "**Certified Trainer**"). Certified Trainers are authorized to offer and deliver training and courses only with regard to the specific Product for which they obtained the Certification. Only Certified Trainers are allowed to offer and deliver training and courses on the Product to the exclusion of any non-certified training providers.
- 2.7 Certifications are personal and cannot be assigned to other training providers inside or outside Your organization under any circumstances. The validity of the Certification is not affected by the termination of the Certified Trainer's employment (or other type of contract) with Your organization. However, this does not entitle the Certified Trainer to claim access to the Benefits described at section 4 for their own use since the Benefits are conferred only to members.
- 2.8 Should the sole Certified Trainer leave Your organization, for whatever reason, before the end of a Term, You shall promptly notify Us of such departure (e-mail being sufficient) and, on the same occasion, communicate to Us whether You wish to continue or end the Membership, as follows:
 - a. If You wish to continue the Membership, You may do so by enrolling another Training Provider in the Exam before the end of the Term.
 - b. If You want to end the Membership, You may do so by following the procedure described at section 8.3 below.
- 2.9 Certifications are valid for a twelve (12) month period, after which they will automatically expire if not renewed.
- 2.10 Certifications are subject to a yearly maintenance fee (the "**Certification Fee**") which will be invoiced to You. Payment to Us shall be made according to the modalities indicated in Our invoice.

- 2.11 While the Certification is valid, Pix4D grants each Certified Trainer a non-exclusive, non-transferable, revocable right to use the Pix4D Certified Trainer badge (the "**Trainer Badge**") and identify themselves as a Certified Trainer, in accordance with the guidelines provided by Us. You and/or Your Certified Trainer may not use the Trainer Badge in any way that (i) contravenes applicable law, (ii) implies that You or the Certified Trainer are Pix4D's agents or are sponsored by Us in providing Your training and courses or (iii) negatively impact on Pix4D's reputation or goodwill. We retain all rights, title and interest in the Trainer Badge. Nothing herein shall be construed to grant any other proprietary or use rights to the Trainer Badge to Your Certified Trainer, You or any third party.
- 2.12 Pix4D will publish on its website the name and contact information of the Certified Trainer as well as their average rating score obtained from the evaluation of the students attending the training and courses delivered by them when such average rating score equals or exceeds 4 out of 5. The Certified Trainer will receive either 4 stars if their average rating score is between 4 and 4.50 or 5 stars if the average rating score is between 4.51 and 5.
- 2.13 Before the end of the twelve (12) month validity period, the Certified Trainer may keep the Certification provided that they (i) successfully pass the Exam again and (ii) have maintained an average rating score of at least 4 out of 5.

3. MEMBERSHIP BENEFITS

- 3.1 Subject to the pre-acceptance decision by Us and the satisfaction of all Membership Conditions by You, You will become a member of the Program.
- 3.2 Your Membership will become effective on the date indicated in the notice of Membership confirmation that will be sent to You.
- 3.3 As a member of the Program, You will acquire access to various benefits (the "**Benefits**").
- 3.4 Currently, available Benefit options as well as the conditions and restrictions with respect to any such Benefits are described in a dedicated webpage on Our website which can be accessed at the following address <https://training.pix4d.com/pages/join-the-certified-trainer-program>. As Pix4D may make available additional Benefits to members from time to time, Pix4D reserves the right to add additional terms, restrictions, and conditions applicable to such new Benefits (collectively, the "**Additional Terms**"). You acknowledge and agree that Pix4D may require that You accept such Additional Terms prior to making such new Benefits available to You.
- 3.5 As part of the Benefits, Pix4D grants You the non-exclusive right to resale Pix4D certification exams and online courses (collectively, "**Courses and Exams**") to end users during the Term. To do so, You will have access to the Pix4D partner portal where You will be able to browse the catalog of available Courses and Exams, and order and purchase the Courses and Exams of Your choice. You will pay Us the amounts set forth in the Pix4D partner portal and will be responsible for the payment of all applicable taxes, withholdings, duties, and other levies linked to the Courses and Exams purchased. Unless agreed by Us in writing, all orders placed by You are non-cancellable and non-refundable. You will resale the Courses and Exams to end users as an independent reseller, acting in Your own name, for Your own account and at Your own risk.
- 3.6 Please note that, according to the Benefit concerned, their purchase, resale, and/or use may be subject to specific terms and conditions.
- 3.7 If You have entered into a reseller agreement with Us (i.e. the Partner License Agreement or similar document), in case of conflict or inconsistency between such agreement and the Terms, the latter will prevail with regard to the subject matter hereof.

4. MEMBERSHIP OBLIGATIONS

- 4.1 In consideration of the Benefits provided hereunder, You shall pay to Pix4D, without any deduction or set-off whatsoever, the applicable membership fee ("**Membership Fee**"). Unless otherwise specifically provided, the Membership Fee is in Swiss Francs and is exclusive of all applicable taxes, withholdings, duties, and other levies, all of which shall be paid by You. Payment shall be made to Us according to the modalities indicated in

Our invoice.

- 4.2 With regard to the payment of the Membership Fee, You acknowledge and agree that time is of the essence. We may, without prejudice to any other rights We have and without a written reminder, i) charge interest on any overdue payment at the maximum rate authorized by applicable law, ii) cease, temporarily or permanently, to provide any Benefit to You, until all outstanding amounts due by You are paid in full or (iii) terminate Your membership according to section 8.4 below. All costs and expenses incurred by Us with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, debt collection agencies' fees, court costs and other expenses of litigation) shall be for Your account.

5. INTELLECTUAL PROPERTY

- 5.1 In accordance with the Terms, Pix4D grants to You during the Term a non exclusive and revocable right to use the "Pix4D" trade name and trademark, the Product name and logo as well as any other Pix4D proprietary marks as indicated by Pix4D in writing, for the marketing of Your training and courses. You agree to be subject to all trademark and logo policies and usage guidelines communicated by Pix4D to You.
- 5.2 In case We will provide You with access to the then-current version of Our training and Exam material for the attendees of any Course or Exam, We will grant You a limited, non-exclusive, non-transferable, sublicensable license to use and send one copy of such material to each attendee of any Course or Exam, as the case may be, for educational and training purposes only.
- 5.3 Except for this limited licenses granted hereto, You acknowledge that Pix4D owns and retains all rights, title and interests in and to all copyrights, trademark, trade name, logo and/or other intellectual property rights in all Products, Course and Exam materials, Benefits, logos and designations related to the Program and agree that You will not at any time during or after the Term assert or claim any interest in - or do anything that may adversely affect the validity or enforceability of - any copyright, trademark, trade name, logo and/or other intellectual property rights belonging to or licensed to Pix4D (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any intellectual property rights belonging to Pix4D). You agree to use reasonable efforts to protect Pix4D's intellectual property rights and to cooperate without charge in Pix4D's efforts to protect its intellectual property rights. You agree to promptly notify Pix4D of any known or suspected breach of Pix4D's intellectual property rights.
- 5.4 During the Term, You grant Pix4D a non-exclusive and revocable right to use Your trade names, trademarks, and logos for the purpose of presenting You as a Pix4D training partner.

6. MARKETING

Where appropriate, each party shall at all times during the Term use reasonable commercial efforts to market and promote the other party's products and services. Each party acknowledges, however, that the other party may have similar obligations under existing contractual relationships with third parties and compliance with the obligations set forth in this section 7 shall not constitute a breach thereto.

7. MEMBERSHIP TERM AND TERMINATION

- 7.1 Your Membership will be valid for a period of twelve (12) months from the date indicated in the notice of membership confirmation unless sooner terminated or revised (the "**Term**").
- 7.2 Your Membership may be extended or renewed for additional periods of twelve (12) months each upon written consent of Pix4D subject to the renewal of the Certification of the Certified Trainer (as per sections 3.12 and 3.16 above) and the payment of an additional Membership Fee within sixty (60) days of the end of the Term. There shall be no automatic renewal or extension of the Membership.
- 7.3 Your Membership may be terminated by either party, without cause or judicial intervention, upon thirty (30) days' notice to the other party. In case Pix4D is the terminating party, You will be entitled to receive, upon Your written request to Pix4D within thirty (30) days of such termination, a pro-rata refund of the Membership Fees

paid by You during the current Term (initial or renewed) based on the number of months remaining to the end of such Term. No refund will be granted to You in case You are the terminating party.

- 7.4 If either party breaches a material term of the Terms, the other party may terminate Your membership if the breaching party does not cure such breach within ten (10) days after receiving written notice of such breach. If You are the terminating party, You will be entitled to receive, upon Your written request to Pix4D within thirty (30) days of such termination, a pro-rata refund of the Membership Fees paid by You during the current Term (initial or renewed) based on the number of months remaining to the end of such Term. No refund will be granted to You in case Pix4D is the terminating party.
- 7.5 Upon termination or expiration of Your Membership (for any reason), You will no longer be entitled to the Benefits (including the right to resell Pix4D Courses and Exams to end users). Accordingly, you shall immediately (i) cease using the Benefits and return or destroy all tangible items thereof, (ii) cease any representation as a Pix4D reseller, and (iii) remove from your website and any other platform or channel owned by You any reproduction of the Certified Trainer Badge if any.
- 7.6 Sections 6, 8.5, 10, 11, 12 and 14 will survive the expiration or earlier termination of Your Membership for any reason.

8. MODIFICATIONS BY PIX4D

Upon thirty (30) days' notice to You, Pix4D, in its sole discretion, reserves the right to unilaterally change from time to time the Terms and the Benefits offered or provided under the Program. These changes will become effective immediately at the end of such notice period. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING SUCH NOTICE WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF SUCH CHANGES. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY REMEDY IS TO TERMINATE YOUR MEMBERSHIP ACCORDING TO SECTION 8.3. IN SUCH EVENT, YOUR MEMBERSHIP WITHIN THE PROGRAM SHALL BE CANCELED WITH NO REFUND.

9. NO WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PIX4D MAKES NO WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO OR ARISING IN ANY WAY OUT OF THE TERMS OR THE PROVISION OF THE BENEFITS. PIX4D SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY AND REPRESENTATION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, AND NON-INFRINGEMENT.

10. INDEMNIFICATION

YOU SHALL INDEMNIFY, HOLD HARMLESS, AND, UPON PIX4D'S REQUEST, DEFEND PIX4D AGAINST ANY CLAIMS, LIABILITIES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY'S FEES, ARISING FROM ANY ACTS OR OMISSIONS OF YOU, YOUR EMPLOYEES (INCLUDING TRAINING PROVIDERS) AND AGENTS IN CONNECTION WITH YOUR MEMBERSHIP AND THE PROVISION OF TRAINING AND COURSES ON OUR PRODUCTS.

11. LIMITED LIABILITY

- 11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PIX4D OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU OR ANY PERSON UNDER THE TERMS OR OTHERWISE (I) FOR LOSS OF PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, OR LOSS OF ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME;

OR (II) FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSSES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE TERMS OR THE PERFORMANCE, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE OF PIX4D OF ANY OF ITS OBLIGATIONS IN CONNECTION WITH OR ARISING UNDER THE TERMS EVEN IF PIX4D HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES.

11.2 EXCEPT AS LIMITED BY APPLICABLE LAW, ANY LIABILITY OF PIX4D TO YOU HEREUNDER SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU TO PIX4D UNDER THE TERMS FOR THE PRECEDING TWELVE (12) MONTH PERIOD.

12. MISCELLANEOUS

12.1 The headings contained in the Terms are included for mere convenience of reference and shall not affect their construction or interpretation.

12.2 The Terms embody the entire understanding between You and Pix4D and supersede all previous agreements whether in writing or orally regarding its subject matter.

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

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

12.5 You may not assign any rights or obligations under the Terms without Our prior written consent.

12.6 You understand that notwithstanding the use of the term "partner", You shall remain an independent contractor and that the Terms do not create a partnership, joint venture, agency or alliance between You and Us. You do not have, and will not represent that You have, any power, right or authority to bind Pix4D, or to assume or create any obligation or responsibility, express or implied, on behalf of Pix4D or in Pix4D's name, except as expressly provided in the Terms.

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

- If to Pix4D: training@pix4d.com;
- If to You: e-mail address of the contact person indicated in the Application.

In case of change of e-mail address, it is Your sole responsibility to notify Pix4D of Your new contact details.

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

13. APPLICABLE LAW AND JURISDICTION

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

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

Should You have questions or comments regarding the Terms or suggestions regarding their improvement, please contact Our Legal team at legal@pix4d.com.

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