

PIX4D TRAINING AND CERTIFICATION TERMS

Effective: 9 June 2020

This is an agreement between You and Pix4D SA (“**Pix4D**”) which, together with any supplemental terms and conditions, as the case may be (collectively, the "**Training and Certification Terms**"), governs Your access, participation and use of the Pix4D Training Services and Certification Services.

Any capitalized terms used throughout of the Training and Certification Terms are defined terms. The definitions can be found in the main body of the Training and Certification Terms and/or in Section 12.

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1. ACCEPTANCE OF TERMS

- 1.1. **By accessing, participating in and/or using the Pix4D Training Services and/or Certification Services, You are agreeing to be bound by the terms and conditions set forth in the Training and Certification Terms.** Depending on the circumstances, the Training and Certification Terms may be complemented by supplemental terms made available in connection with surfing the Pix4D website and cloud platform, purchasing, accessing, participating and/or using the Training Services and/or Certification Services. In case of conflict between the Training and Certification Terms and such additional terms, the latter shall prevail. You agree to comply with the Training and Certification Terms in its entirety.
- 1.2. **If You do not agree to the terms and conditions of the Training and Certification Terms, or if You do not have the right, power and authority to act on behalf of the entity entering the Training and Certification Terms, do not access, participate, and/or use the Training or Certification Services and do not otherwise click on any button or other mechanisms designed to acknowledge acceptance of terms.**

- 1.3. We reserve the right to amend the Training and Certification Terms at any time. Your continued access and/or use of the Training Services and Certification Services after notification of such amendment will constitute acceptance of such amendments.

2. GENERAL

- 2.1. The Training and Certification Terms shall govern Your access, participation and/or use of the Training Services and/or Certification Services offered by Pix4D (Pix4D and You collectively, the "**Parties**").
- 2.2. Pix4D explicitly rejects the applicability of any of Your general terms and conditions. Failure by Us 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.
- 2.3. 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 Us will serve as sole proof for the content and the time of delivery and receipt of such electronic communications.

3. TRAINING SERVICES

- 3.1. **Offer.** Training Services offer includes the provision of Online Courses, Workshops and Private Trainings.
- 3.2. **Online Courses.** Pix4D's online courses are learning tools provided subject to payment of the applicable fee on the third-party online platform "Thinkific" available at (<https://training.pix4d.com/pages/online-courses>) (the "**Online Courses**"). Your access, participation and/or use of the Online Courses is subject to Your acceptance and compliance at all times with the [Customers General Terms and Conditions](#), the Training and Certification Terms as well as any Thinkific specific terms and conditions.
- 3.3. **Workshops.** Pix4D's workshops are extended courses for large audiences (the "**Workshops**") provided, against the payment of a fee, either online (the "**Online Workshops**") or in-person ("**In-Person Workshops**").
- 3.4. **Online Workshops.** Online Workshops are provided on the third-party online platform "GoToTraining" (<https://www.gotomeeting.com/>) subject to payment of the applicable fees. Your access, participation and use of the Online Workshops is subject to Your acceptance and compliance at all times with the [Customers General Terms and Conditions](#), the Training and Certification Terms as well as any "GoToTraining" specific terms and conditions, if any.
- 3.5. **In-Person Workshops.** In-Person Workshops are live training sessions delivered by Pix4D staff or under Pix4D's supervision at different locations and in multiple languages. The list of In-Person Workshops available sessions and their respective agenda can be consulted at <https://training.pix4d.com/pages/workshops>. Please note that You can purchase a ticket for an In-Person Workshop session through the Pix4D website Your participation to the In-Person Workshop is subject to Your payment of the applicable attendance fee, Your acceptance and compliance at all times with the [Customers General Terms and Conditions](#) and the Training and Certification Terms, as well as any third-party online ticketing platform's specific terms and conditions.
- 3.6. **Private Trainings.** Pix4D's private trainings are extended courses delivered in a private setting and tailored to the attendees' needs (the "**Private Trainings**"). They are provided either online, through the third-party online training platform "GoToTraining"

("Online Private Trainings") or in-person to the location of Your choice ("In-Person Private Training"). You can request a Quotation for the provision of a Private Training by filling and sending the online form available at: <https://training.pix4d.com/pages/private-training>. Your access, participation and/or use of the Private Training is subject to Your acceptance and compliance at all times with the [Customers General Terms and Conditions](#), the Training and Certification Terms, any "GoToTraining" specific terms and conditions (where applicable) and any additional agreement (i.e. service agreement) entered into with Pix4D for the provision of such Private Trainings.

- 3.7. **Training Material.** In connection with the provision of the Training Services, Pix4D will make available to You, deliver or grant You access to products, concepts, contents, techniques, methods, know-how, processes in the form of articles, guides, courses, presentations, datasets, textbooks, workbooks, instruction sets, reports, graphics, pictures, audios and videos files (the "**Training Material**"). You acknowledge that the Training Material will remain at all time owned by Pix4D and shall only be used by You in compliance with Section 5 below.

4. CERTIFICATION SERVICES

- 4.1. **Offer.** Pix4D's provides, against the payment of the applicable fee, a one-off online exam tool (the "**Exam**") testing Your skills and technical knowledge of drone mapping and photogrammetry (the "**Certification Services**"). The Certification Services are available at <https://training.pix4d.com/pages/pix4d-certification>.
- 4.2. **Exam.** Subject to Your payment of the applicable fee, acceptance and compliance with the [Customers General Terms and Conditions](#) and the Training and Certification Terms, completion and verification of any pre-requisite conditions, You will be granted access to the Exam qualifying for Pix4D's certification (the "**Certification**").
- 4.3. **Proprietary and Confidential Information.** You agree that the Exam and its contents are confidential and proprietary information of Pix4D. You are prohibited from disclosing, copying or publishing such information which shall not be used for any purpose outside the scope of the Training and Certification Terms.
- 4.4. **Certification Badge.** Upon successful completion of (i.e. receiving the minimum passing score on) the Exam and subject to the Training and Certification Terms, Pix4D will deliver You the Certification designation and associated logo (the "**Certification Badge**"). Pix4D grants You a personal, non-exclusive, non-transferable, revocable license to use the Certification Badge for the sole purpose of attesting that You have successfully passed the Exam.
- 4.5. **Ownership.** By using the Certification Badge, You acknowledge that Pix4D is the exclusive owner of all right, title and interest in the Certification Badge and that You shall take no action inconsistent with Pix4D's ownership of the Certification Badge. Pix4D retains all rights, title and interests in the Certification Badge. Nothing herein shall be construed to grant any other rights to You other than those expressly granted in the Training and Certification Terms. In particular, You agree: (i) not to modify the Certification Badge in any way, and (ii) not to register or seek to register any trademarks, trade names, taglines, social media handles, advertising keywords, or any other identifying designation that consists or incorporate the Certification Badge.
- 4.6. **Use.** Your use of the Certification Badge shall comply at all times with the Training and

Certification Terms. You may not use the Certification Badge in any way that: (i) may be construed to establish an affiliation between Pix4D and any third parties other than You or Your Authorized Users, and/or (ii) negatively impacts Pix4D's reputation or goodwill.

5. INTELLECTUAL PROPERTY

5.1. **Ownership.** (a) Subject to the License granted under Section 5.2 hereunder, all title, ownership, intellectual property rights and all other rights and interests in and to the Training Services (including any updates, enhancements, derivatives and modifications), the Training Material as well as the Certification Services are owned by Pix4D.

(b) In particular, the possession and use of the Training Material does not grant You any rights or title to any intellectual property rights in the Training Material or the copyright, trademarks, brands, illustrations, logos and the like embedded in the Training Material other than those expressly granted under the Training and Certification Terms.

(c) You further acknowledge that Pix4D® is a trademark which is owned exclusively by Us and that Pix4D 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 Pix4D to reports, documents, templates, presentations, hands-on, textbooks, screenshots, output files, etc. obtained through the access, participation and/or use of the Pix4D Training Services and Certification Services.

5.2. **License.** (a) Pix4D grants You a limited, revocable, non-exclusive, non-sublicensable license to access, view, copy, print and use the Training Services content or any portion thereof (whether available offline or online, on the Pix4D website or on a third-party online platform) (the "**Training Services Content**") and the Training Material (the "**License**").

The License is subject to the Training and Certification Terms and is specifically conditioned upon the following:

- You may only view, copy, print and use such portions of the Training Services Content and Training Material for Your own personal and internal business use;
- You may not modify or otherwise make derivative works of the Training Services Content and Training Material or reproduce, distribute or display the Training Services Content and Training Material) except as expressly permitted in the Training and Certification Terms;
- You may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Training Services Content and Training Material;
- You may not use any data mining, robots, or similar data gathering or extraction methods; and
- You may not use the Training Services Content and Training Material other than for their intended purposes.

(b) You represent and warrant that Your use of the Training Services Content and the Training Material will remain consistent with the Training and Certification Terms and

will not infringe the rights of any third party, breach any contractual or statutory duty to any third party or violate any applicable law.

- 5.3. **Restrictions.** All rights not expressly granted by Pix4D hereunder are reserved. You have only the limited rights granted with the Training Services Content and Training Material expressly set forth in the Training and Certification Terms, and You have no other rights, implied or otherwise.

6. WARRANTIES BY YOU

You acknowledge that the Use of the Training Services and/or the Certification Services 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 fully ensure compliance with all Laws and Standards associated with Your intended use of the Training Services and/or the Certification Services and obtain all necessary approvals, permits or clearances for such use.

7. LIMITED WARRANTY BY PIX4D

Online Courses and Certification Services

- 7.1. **Principle.** The Online Courses and Certification Services are provided "AS IS" without any warranty of any kind.
- 7.2. **Express DISCLAIMER.** To the fullest extent permissible pursuant to applicable law, **Pix4D 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, title, and non-infringement in relation to Online Courses and Certification Services.**

Workshops

- 7.3. **Principle.** Pix4D warrants You that the User Workshops (both online and in-person) will be provided with due skills and care, using competent and qualified trainers. Note, however, that this warranty does not provide You with any specific remedies in case of a breach of such warranty, other than those expressly provided under Section 8.
- 7.4. **Express DISCLAIMER.** To the fullest extent permissible pursuant to applicable law, **Pix4D 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, title, and non-infringement in relation to the Workshops.**

Private Trainings

- 7.5. **Principle.** Pix4D warrants that the Private Trainings will be provided with due skill and care, using competent and qualified trainers. In particular, Pix4D warrants to use commercially reasonable efforts to provide You with the Private Trainings according to Your requirements (provided that You specify them clearly in advance) and to Your reasonable satisfaction. Note however that Your exclusive remedy and Pix4D's sole liability shall be limited to Pix4D's reasonable efforts to reschedule the training session.

- 7.6. **Express DISCLAIMER.** To the fullest extent permissible pursuant to applicable law and to the exclusion of the warranty granted under Section 7.5, **Pix4D 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, title, and non-infringement in relation to the Private Trainings.**

8. LIMITATION OF LIABILITY

- 8.1. **Indemnification.** You agree to indemnify, defend, and hold harmless Us and Our officers, directors, employees, subcontractors and agents, and those of our Affiliates, from and against all claims, liabilities, losses, damages, and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with dangerous or harmful conditions at Your premises (if the Training Services are provided at Your premises) or the grossly negligent, reckless, or intentionally wrongful acts or omissions of Your personnel or Your business invitees accessing, participating in and/or using the Training Services and Certification Services.

Pix4D likewise agrees to indemnify, defend, and hold harmless You and Your officers, directors, employees, subcontractors, and agents, and those of Your corporate affiliates, from and against all claims, liabilities, losses, damages, and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with the grossly negligent, reckless, or intentionally wrongful acts or omissions of Pix4D's staff or supervised trainers (excluding in all cases the Training Services Content and the Training Material).

- 8.2. **Limited Liability.** Neither Party shall be liable to the other for any incidental, special, exemplary, or consequential damages, including loss of income, data, profits, or revenue, business interruption, cost of substitute products or services, or other economic loss, whether the Party has been advised of the possibility of such damages, and whether any claim for recovery is based on theories of contract, warranty, or tort (including without limitation negligence or strict liability, or otherwise).

Except for Pix4D's indemnification obligations under Section 8.1, Pix4D's liability in connection with the Training Services and Certification Services shall be limited to the aggregate amount actually paid by You to access, participate and/or use the Training and Certification Services.

9. OTHER COVENANTS

- 9.1. **Marketing.** (a) You agree to be identified as a customer of Pix4D. Pix4D may refer to You by name, trade name, trademark and may briefly describe the nature of Your business on any marketing materials of Pix4D, including but not limited to the website, and any public or legal documents.

(b) You hereby grant to Pix4D 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. **Privacy, processing of personal information and connectivity.** (a) Accessing, participating and/or using the Training Services and Certification Services will require maintaining, using, storing and disclosing certain information and data provided to, or

collected by, Pix4D and/or any of its Affiliates with respect to You (including, without limitation, personal information) and/or Your business in connection with the Training and Certification Terms. Any action by Pix4D shall be made in conformity with Pix4D's policies on privacy and data protection as currently available at <http://pix4d.com/privacy> which forms an integral part of the Training and Certification Terms, as such policies may be updated from time to time.

- 9.3. **Links to other websites and online platforms.** In general, the Training Services and the Certification Services might contain links which would take You outside of Pix4D's networks and systems, especially towards third-parties online training and ticketing platforms. Pix4D accepts no responsibility concerning the content, the accuracy or the functioning of these third-parties' websites. Pix4D cannot be held liable for the content of the websites and online platforms towards which a link is proposed. The inclusion of a link to other websites does not imply Pix4D's approval thereof. We recommend You to carefully review the terms of use and declaration on privacy and personal data of each website You visit and of each online platform You use.

10. MISCELLANEOUS

- 10.1. **No partnership, agency or joint enterprise.** You acknowledge that nothing herein shall be construed as creating a partnership, agency or any form of joint enterprise based on the Training and Certification Terms, Your access, participation and/or use of the Training Services and Certification Services.
- 10.2. **Severability.** If any provision of the Training and Certification 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 Training and Certification Terms shall remain valid and enforceable to the fullest extent possible.
- 10.3. **Assignment.** You acknowledge that the rights and obligations hereunder, including any rights to use the Certification Badge, in whole or in part, are personal and may not be assigned by You or any of Your Authorized Users to any third party. Any attempted assignment will be null and void and shall constitute a breach of the Training and Certification Terms.
- 10.4. **Heading.** The headings contained in the Training and Certification Terms are included for mere convenience of reference and shall not affect the latter's construction or interpretation.
- 10.5. **Waiver.** Failure by Pix4D to enforce at any time any provision of the Training and Certification Terms 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.
- 10.6. **Notices.** For the purpose of all written communications between the Parties, any notice or other communication made in connection with the Training and Certification Terms shall be in writing and shall be e-mailed to the addresses below:

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

If to You: at Your e-mail furnished upon Your registration. In case of change, it is Your sole responsibility to notify Pix4D of Your new contact details.

11. GOVERNING LAW – DISPUTE RESOLUTION

11.1. **Governing Law.** The Training and Certification Terms shall be governed by and construed in accordance the laws specified below, without reference to or application of any conflicts of laws principles:

- a. **United States.** To the extent controlling, the federal laws of the United States or, by default, the laws of the State of California, USA.
- b. **Switzerland and worldwide (with the exception of the United States).** If You obtained the Training Services and/or Certification Services in Switzerland and worldwide (with the exception of the United States), the substantive laws of Switzerland.

Notwithstanding the foregoing, if the mandatory laws or public policy of any country or territory in which the Training and Certification Terms are enforced or construed prohibit the application of the laws specified herein, then the laws of such country or territory shall instead apply to the extent required by such mandatory laws or public policy.

11.2. **Exclusion.** The Training and Certification Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11.3. **Jurisdiction and Venue.** Any dispute, controversy or claim arising out of or in connection with the Training and Certification Terms, either You and/or Pix4D may file a formal claim in the following exclusive forums for dispute resolution:

- a. **United States:** (i) United States District Court for the Northern District of California in San Francisco, or, (ii) as the case may be the Superior Court of the State of California, County of Marin, 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. **Switzerland and worldwide (with the exception of the United States):** Courts of Lausanne, Switzerland, without prejudice to a possible appeal to the Swiss Federal Tribunal.

Notwithstanding the foregoing, if You are an individual consumer, the provisions of this Section 11.3 shall not affect any mandatory right You may have to take action in Your country of residence under the laws of that country.

12. DEFINITIONS

Affiliate 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.

Approved Source	means (i) Pix4D or (ii) its Affiliates, and (iii) the Pix4D authorized partner (third-party online platform) from whom You acquired the Training Service.
Authorized User	means (i) You (if You are an individual) and (ii) identified individuals (such as Your individual employees, consultants and contractors and other individuals accessing and using the Training Services and/or Certification Services for Your benefit) for whom You have purchased such services.
Certification	as per Section 4.2.
Certification Badge	as per Section 4.4.
Certification Services	as per Section 4.1.
Private Trainings	as per Section 3.6.
Exam	as per Section 4.1.
In-Person Trainings	Private as per Section 3.6.
In-Person Workshops	as per Sections 3.3 and 3.5.
License	means the rights granted to You in relation to the Training Services Content and the Training Material under the terms and conditions of the Training and Certification Terms, as further defined under Section 5.2.
Online Courses	as per Section 3.2.
Online Trainings	Private as per Section 3.6.
Online Workshop	as per Sections 3.3 and 3.4.
Parties	as per Section 2.1.
Pix4D	means Pix4D SA, a Swiss joint-stock company (<i>société anonyme</i>), registered in Switzerland under number CHE 207.009.701 with its seat at Route de Renens 24, 1008 Prilly, Switzerland.
Privacy Policy	means the Pix4D's policies on privacy and data protection as currently available at http://pix4d.com/privacy .
Quotation	means the quotation sent by Pix4D to You following Your request to purchase a Private Training, as detailed in Section 3.6.

Training and Certification Terms	as per meaning in front page.
Training Material	means any printed or online user or technical manuals, training materials, specifications or other Training Material relative and applicable to the Training Services and/or Certification Services provided by Pix4D or an Approved Source.
Training Services	means the Online Training, the Workshops and/or the Private Training provided whether online or in person by, or under the supervision and liability of, Pix4D.
Training Services Content	as per Section 5.2.
Workshops	as per Section 3.3.
We, Us and Our	means Pix4D.
You and Your	means the individual or legal entity purchasing the Training Services and/or the Certification Services under the Customers General Terms and Conditions and the Training and Certification Terms.