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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.

11. DURATION OF THE LICENSE – TERMINATION OF THE AGREEMENT

11.1. **Duration.** The duration of the License granted under this Agreement shall be the following:

- a. In case of a License Rental, at the end of the period mentioned in the License Certificate; and
- b. In case of a License Purchase, the License granted shall be perpetual.

11.2. **Termination.** This Agreement shall:

- a. automatically terminates upon expiry of the License duration;
- b. terminate upon cancellation by either Party, as detailed below.

11.3. **Cancellation.** (a) **By You.** You may terminate the EULA - and its right to use the Pix4D Software - at any time by notifying the Licensor with a 2-month prior written notice for the last day of a calendar month.

(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. No notification shall be required from the Licensor to effect such termination.

11.4. **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.

12. MISCELLANEOUS

- 12.1. **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.
- 12.2. **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.
- 12.3. **Heading.** The headings contained in the EULA are included for mere convenience of reference and shall not affect the latter's construction or interpretation.
- 12.4. **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.
- 12.5. **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.
- 12.6. **Amendment.** Depending on the circumstances, additional terms may apply by reference. In case of conflict between the terms of the EULA and additional terms, the former shall prevail. The Licensor reserves the right to amend the EULA at any time. Your continued use of the Pix4D Software after notification of such amendment will constitute acceptance of such amendments.
- 12.7. **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 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.

13. GOVERNING LAW – DISPUTE RESOLUTION

- 13.1. **Governing Law.** The EULA shall be governed by and construed in accordance with the substantive laws of Switzerland, without regard to principles of conflict of laws.
- 13.2. **Jurisdiction.** 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 exclusively submitted to the courts of Lausanne, Switzerland, without prejudice to a possible appeal to the Swiss Federal Tribunal.

14. 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.
API	means " <i>A-ppllication P-rogramming I-nterface</i> ", with respect to usage through command line interface and web API of the Pix4D Software.
Authorized SaaS User	means, with respect to a Pix4Dengine (Server and Cloud), any Third Party authorized by You to use the Pix4D Software.
Business Hours	<p><u>If You are located in Switzerland & Europe:</u> means Monday to Friday 8:00 am to 5 pm CET, except on Swiss bank holidays.</p> <p><u>If You are located in North America:</u> means Monday to Friday 8:00 am to 5 pm PST, except on US bank holidays.</p>
Device	means a computer or the like (including a smartphone) used by You for running the Pix4D Software.
Documentation	means any printed or online documentation relative to the Pix4D Software provided by the Licensor or its partners.
EULA	as per meaning in front page.
Indemnified Party	as per Section 6.2.
Laws and Standards	as per Section 6.1.
License	as per Section 2.1 (a).
License	means the rights granted to You under the terms and conditions of the EULA.
License Certificate	means evidence of a License provided by the Licensor to You in electronic form.
License Key	means a unique key-code communicated in the License Certificate, which enables You to run the Pix4D Software on the number of Devices indicated on the License Certificate. Only the Licensor and/or its Affiliates are permitted to produce License Keys for the Pix4D Software.
License Key Activation	means the process of assigning You the License Key. This process can be done either by the Licensor or You.
License Purchase	as per Section 2.1 (d).

License Rental	as per Section 2.1 (d).
Licensors	<u>Pix4D SA</u> , a Swiss joint-stock company (<i>société anonyme</i>), registered in Switzerland under number CHE 207.009.701 with its seat at EPFL Innovation Park, Bâtiment F, 1015 Lausanne, Switzerland, or (i) any of its Affiliates (which are currently <u>Pix4D, Inc.</u> , with its registered office at 150 Post St, Ste 650, San Francisco, CA 94108, USA, and <u>Pix4D China Technology Co, Ltd</u> , with its registered office at Room 405, No. 798, Zhaojiabang Road, Xuhui District, Shanghai 200030, People's Republic of China, and <u>Pix4D GmbH</u> , with its registered office at Alte Jakobstrasse 85, 86 (Neue Grünstrasse 17, 18), 10179 Berlin, Germany, and all companies which, with respect to Pix4D SA, are controlling, controlled by or under common control with, Pix4D SA).
Parties	as per Section 1.1.
Pix4D Software	means collectively the Pix4D software solution, and any third party software, documentation, interfaces, content, fonts and any data accompanying this License whether in read only memory, on any other media or in any other form.
Recurring Payments	as per Section 5.3.
SaaS Service	means the service provided by You using a Pix4DEngine (Server or Cloud) Pix4Denterprise to Authorized SaaS Users.
Support	means the standard support provided by the Licensors, as per Section 3.4, 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 scripts.
Upgrade	means any new release version of the Pix4D Software.

SCHEDULE A – PREDEFINED REPRESENTATIONS AND WARRANTIES

IMPORTANT NOTE: This Schedule A completes and details the EULA provided that it has been properly activated by having You contacting Pix4D's sales team by e-mail at sales@pix4d.com or by phone at +41 21 552 05 90.

Unless otherwise defined in this Schedule A, capitalized terms shall have the meaning set forth in the EULA.

1. LIMITED WARRANTIES

By way of exception to Section of the EULA, **and providing You have reached an express agreement (confirmed by e-mail) with Pix4D sales' team and paid the associated fees**, the Licensor expressly warrants and represents that:

- (i) **Conformity to specifications.** For a period of one (1) year as from the entry into force of the EULA, the Licensor warrants that:
 - the Pix4D Software substantially conforms to the specifications detailed in the Documentation; and
 - the media on which the Pix4D Software is furnished will be free of defects in materials and workmanship under normal use;
- (ii) **Provision of error corrections.** For the duration of the warranty granted under Section 1 (i) of Schedule A, the Licensor undertakes to provide error corrections - and, as soon as generally available, minor improvements – in order to assure that the Pix4D Software substantially performs in accordance with the specifications detailed in the Documentation;
- (iii) **No Third Party claim on the Pix4D Software.** The Licensor further warrants that Your use of the Pix4D Software in the manner set forth in the EULA will not lead to any claims for infringement of intellectual property rights linked to the Pix4D Software by Third Parties (an "IP Claim");
- (iv) **Safe for work.** At the time of manufacture, the Licensor has used regularly updated, commercial, industry accepted security controls and practices to prevent the introduction of any computer virus, trojan horse, malware, spyware, or other malicious technology into the Pix4D Software;
- (v) **No open source constraints.** The Licensor warrants that the Pix4D Software does not contain any Third Party component or open source software that will require, as a condition of use, any disclosure of any source code, licenses for the purpose of making derivative works or allowing for redistribution at no charge;
- (vi) **Server maintenance.** The Licensor warrants that there will be no period of time during which You are unable to read or write any data due to the unavailability of the global network of the Licensor (which is border routers, firewalls, load balancers, switches and servers) (*downtime*), for which You have appropriate permission to access, in excess of 12 (twelve) Business Hours.

it being specified that:

- (a) Except for the foregoing, the Pix4D Software is furnished "as is";
- (b) To the sole exception of Section 1 (iii) of Schedule A, the foregoing warranties extend only to You who are the sole contractual partner of the Licensor;
- (c) The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by You, or any end user, or from any incompatibility with software supplied

by You or from unauthorized modifications, misuse, mishandling or alteration, or operation outside of the contemplated use of the Pix4D Software;

- (d) In no event, does the Licensor warrant that the Pix4D Software is error free or that You and/or the end users will be able to operate the Pix4D Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, 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.

2. REPAIR – REPLACEMENT

The Licensor shall determine in its sole discretion whether to repair or replace any defective Pix4D Software covered by the limited warranties mentioned in Section 1 of Schedule A. The Licensor will use all commercially reasonable efforts to repair or replace the defective Pix4D Software.

3. INDEMNIFICATION

- (a) **Principle.** The Licensor shall indemnify and hold You, to the exclusion of any other person, harmless from and against any and all losses, claims, costs, expenses, liabilities and damages (including, without limitation, reasonable fees and disbursements of counsel) arising out of or connected with any IP Claim, to the exclusion of IP Claims based on: (i) the combination, operation or use of the Pix4D Software with technology, content or other materials not supplied by the Licensor if the IP Claim would have been avoided by use of other technology, content or other materials; or (ii) modifications to the Pix4D Software if the modifications were not made by or done under the direction of the Licensor.
- (b) **Prerequisites.** The Licensor's obligation to indemnify under Section 3 (a) of Schedule A shall only apply in relation to an IP Claim where (i) You immediately inform the Licensor of the receipt of the IP Claim, (ii) the Licensor is offered sole control of the defense of any actions and negotiations related to the defense or settlement of the IP Claim, (iii) You cooperate reasonably as required in the defense against the IP Claim, at the Licensor's expense, and (iv) such IP Claim has been settled with the Licensor's consent or has been successfully sustained in court. Notwithstanding the foregoing, You at all times retain the right to counsel of Your own to defend Your interests at Your own expense.

SCHEDULE B – EXTENDED SUPPORT

IMPORTANT NOTE: This Schedule B completes and details the EULA provided that it has been properly activated by having You contacting Pix4D's sales team by e-mail at sales@pix4d.com or by phone at +41 21 552 05 90.

Unless otherwise defined in this Schedule B, capitalized terms shall have the meaning set forth in the EULA.

1. GENERAL PROVISIONS

In the event of any conflict between this Schedule B and the EULA, this Schedule B will govern.

The Licensor provides extended support (*Enterprise Support*) to the terms and conditions below, which will be fixed for the duration of the subscription to the "Enterprise Support" services. If the Enterprise Support is renewed, the version of this "Enterprise Support" Schedule that is current at the time the renewal term commences will apply throughout the renewal term.

2. TECHNICAL SUPPORT

2.1. Principle

Technical support services "Support Services" to be provided by the Licensor hereunder is limited to the most current version of the Pix4D Software.

The Licensor's obligation to provide Support Services is contingent upon proper use of the Pix4D Software and full compliance with the EULA. Moreover, the Licensor shall be under no obligation to provide Support Services should such services be required due to (i) failure to operate the Pix4D Software within the systems requirements, (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.

Subject to the related fees mentioned under Section **Error! Reference source not found.** of Schedule B, the Licensor shall provide Support Services, which require deep knowledge of the Pix4D Software, as per the following terms:

- i. Support Services will be available during the Business Hours.
- ii. All Support Services requests shall be made using the ticketing system located at <https://support.pix4d.com> and/or by phone at the helpline.
- iii. Upon receipt of a Support Services request, the Licensor will:
 - 1° provide a case tracking number to manage each support request, and
 - 2° investigate promptly any questions or problems related to the Pix4D Software, provided that adequate information be delivered to the Licensor 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.

- iv. If need be, Support Services may be provided through screensharing.
- v. Certain operations recommended by the Licensor in answer to a Support Services request may compromise the integrity of Your data. You shall be aware that **You must provide for adequate 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.

The Licensor shall make reasonable commercial efforts to correct or provide a workaround for any errors, defects, glitches or non-conformities found in the Pix4D Software within 5 (five) Business Days as from the date on which the support request was filed. In the event a correction or a workaround may not be provided within this deadline, the Licensor shall immediately inform You and indicate a commercially reasonable estimated timeline.

The Licensor makes no warranties that it will resolve any particular Support Services request or that such resolution will meet Your requirements or expectations. When there is no resolution to the Support Services request, the Licensor will inform You that the issue cannot be resolved and give a workaround / action plan when applicable.

2.2. Guaranteed Response Time

- (a) The guaranteed response time is related to the impact that the Support Services request has on Your business (the "**Business Impact**"). You shall indicate its estimated Business Impact when submitting a Support Services request or calling the Licensor helpdesk by phone.
- (b) The Licensor reserves the right to reclassify the Business Impact at any time if it reasonably believes the classification is incorrect.
- (c) The following table is a reference to the guaranteed response times that can be expected according to the Business Impact:

Business Impact	Description	Guaranteed first response time for Action Plan, Status Updates, Resolution when applicable
Critical	Highly visible incident – a process or tool has stopped working – more than 50% of customers or projects are affected.	2 Business Hours
Major	A process or tool has stopped working – a single customer or project is affected.	4 Business Hours
Moderate	Learning how to use a tool or feature that has a significant impact on your workflow.	8 Business Hours
Limited	Incident creating minor impairment of functionality / Product feedback.	12 Business Hours

3. FEES

Enterprise Support will be provided, for the entire duration of the EULA, against payment of the monthly fee published at the date of signature (or renewal) of the Enterprise Support on the following Licensor's webpage: <https://pix4d.com/enterprise-extended-support/>, excl. VAT if applicable, invoiced to You at the end of each month.