

ADDITIONAL TERMS – Premium Support (ATPS) Pix4D Customers General Terms and Conditions for Customers

This Additional Terms – Premium Support (the "**ATPS**") applies to You in case You have purchased and activated a Subscription to Our Premium Support services by contacting Pix4D's sales team at pix4d.com/contact.

The ATPS forms an integral part of and complements the Pix4D General Terms and Conditions for Customers (the "**General Terms**"), insofar as it sets forth specific terms and conditions applicable to Your Subscription to the Premium Support services.

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the General Terms.

1. GENERAL PROVISIONS

- 1.1. Premium Support is a specific Subscription offered by Pix4D to You that gives You access to dedicated assistance and support services, in addition to the Standard Support, in case of questions, issues or incidents, linked to the functioning and operations of an Offering.
- 1.2. Please note that only certain Offerings (i.e. Software) support Premium Support services (the "**Supported Offerings**"). For more information on the Supported Offerings, please contact Our sales team at <https://www.pix4d.com/contact>.
- 1.3. If You subscribe to Our Premium Support, We will provide You Premium Support services for the Supported Offerings expressly indicated in the Quotation and/or Invoice and according to the modalities described in the ATPS.

2. SUBSCRIPTION TERM

Premium Support Subscriptions are not automatically renewed.

3. MODALITIES

Premium Support will be provided by Us according to the following modalities:

- (a) Premium Support is limited to the most current version of the Supported Offerings;
- (b) Premium Support is available during the following times:
 - (i) Monday to Friday (the "**Business Days**"), 9 am to 5 pm MST/MDT and 9 am to 5 pm CET/CEST;
 - (ii) Business Days do not include official public holidays in the United States and in Switzerland (canton of Vaud).
- (c) All Premium Support requests must be submitted to Pix4D's ticketing system (available online at <https://support.pix4d.com/hc/en-us/requests/new?>).
- (d) Upon receipt of a Premium Support request, Pix4D will:
 - (i) provide a case tracking number to manage each Premium Support request;
 - (ii) investigate promptly any questions or problems related to the concerned Supported Offering(s), provided that You deliver adequate information to Pix4D to assist such investigation, including:
 - the nature of the problem, notably any information reasonably necessary for diagnosis and correction,
 - the operation or series of operations being performed through the Supported Offering(s) when the problem occurred;
 - a detailed description of the problem, its duration as well as any attempts made by You to resolve the problem.
- (e) If need be, Premium Support may be provided through screensharing.

4. GUARANTEED RESPONSE TIME

- 4.1. When submitting a Premium Support request, You shall indicate the estimated impact (critical/major/moderate/limited) that the incident has for Your business (the "**Business Impact**").
- 4.2. The table below details the guaranteed response times that can be expected according to the Business Impact of a Premium Support request:

Business Impact	Description	Guaranteed first response time for action plan, status updates and resolution (when applicable)
Critical	Highly visible incident – a process or tool has stopped working – more than 50% of projects are affected.	2 Business Hours
Major	A process or tool has stopped working – a project is affected.	4 Business Hours
Moderate	Learning how to use a tool that has a significant impact on your workflow.	8 Business Hours
Limited	Incident creating minor impairment of functionality / product feedback.	12 Business hour

4.3. Pix4D reserves the right to reclassify the Business Impact of Your Premium Support requests at any time if it reasonably believes the classification is incorrect.

5. DISCLAIMERS

5.1. Pix4D's obligation to provide Premium Support to You is contingent upon Your proper use of the Supported Offerings and full compliance with the General Terms and the EULA (whenever applicable).

5.2. Moreover, Pix4D shall be under no obligation to provide Premium Support should a support incident be caused by :

- (a) failure by You to operate the Supported Offering within the systems requirements;
- (b) any modification or attempted modification of the Supported Offering by You, Your Authorized Users or any third party, or
- (c) Your failure or refusal to implement operations recommended or instructions given by Pix4D.

5.3. Pix4D makes no warranties that it will resolve any particular Premium Support request or that such resolution will meet Your requirements or expectations. When there is no resolution to the Premium Support request, Pix4D will inform You that the incident cannot be resolved and give a workaround / action plan when applicable.

5.4. Certain operations recommended by Pix4D in response to a Premium Support 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. Pix4D shall assume no liability in case of data integrity harm or loss for any reason whatsoever.