

SCHEDULE A – PREDEFINED REPRESENTATIONS AND WARRANTIES **(OPTIONAL)**

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.

