

PIX4D SOFTWARE END USER LICENSE AGREEMENT

GENERAL

Please carefully read and review this end user license Agreement. This Agreement is a legal agreement between Pix4D SA, a corporation registered in Switzerland under number CHE 207.009.701 with its seat at EPFL Innovation Park, 1015 Lausanne, and you (either an individual or an entity).

This Agreement specifies the terms and conditions under which Pix4D allows you to use Pix4D Desktop Software to input, process, assess, analyze, edit, output and deliver data for mapping and modelling purposes, and the Documentation accompanying the Software.

Depending on the circumstances, additional terms may apply by reference. In case of conflict between the terms of this Agreement and additional terms, the former shall prevail.

Pix4D reserves the right to amend this Agreement at any time. Your continued use of the Software after notification of such amendment will constitute acceptance of such amendments.

IMPORTANT

By installing or using the Software, you are confirming your complete and unconditional acceptance of the terms and conditions set forth in this Agreement and agreeing to become bound by this Agreement. If you do not agree to the terms and conditions of this Agreement, you may not install or use the Software and are formally requested either to promptly remove the Software from your device, computer or server and to return any delivered media containing the Software, and destroy the associated Documentation.

1. DEFINITIONS

- (a) "**Add-ons**" means a separate component which works in conjunction with the Software to provide additional or enhanced functionalities, which is licensed against payment of a specific fee.
- (b) "**Authorized SaaS User**" means, with respect to a Pix4Denterprise (Server) License, any third party authorized by such Licensee to use the Software.
- (c) "**Device**" means a computer used by Licensee for running the Software.
- (d) "**Documentation**" means any printed or online documentation relative to the Software provided by Pix4D or its partners.
- (e) "**License Certificate**" means evidence of a License provided by Pix4D to Licensee in electronic form.
- (f) "**License Device Activation**" means allocating a License key to a specific Device to enable the use of the Software.
- (g) "**License Device Deactivation**" means disabling the possibility to run the Software on a specific Device, making the key ready for activation on another Device.

- (h) "**License Key Activation**" means the process of assigning the license key to a Licensee. This process can be done either by the Pix4D or the Licensee.
- (i) "**License Key**" means a unique key-code communicated in the License Certificate, which enables you to run the Software on the number of Devices indicated on the License Certificate. Only Pix4D and/or its representatives are permitted to produce License Keys for the Software.
- (j) "**License Purchase**" means the process of granting a software license by the Licensor to the Licensee for unlimited time through a purchase-type scheme.
- (k) "**License Rental**" means the process of granting a software license by the Licensor to the Licensee for a limited time through a rental-type or subscription-type scheme.
- (l) "**License Server**" means a server application hosted at Pix4D that is designed to store License Keys and to enable access to the Software using an internet connection.
- (m) "**License**" means the rights granted to you under this Agreement under the terms and conditions of this Agreement.
- (n) "**Licensee**" or "**you**" means (i) if Licensee is an individual, solely such individual or (ii) if Licensee is a legal entity, any employee, independent contractor and other temporary worker authorized by Licensee to use the Software while performing duties within the scope of their employment or assignment.
- (o) "**Party**" means either you or Pix4D.
- (p) "**Pix4D**" means Pix4D SA, a corporation registered in Switzerland under number CHE 207.009.701 with its seat at EPFL Innovation Park, Bâtiment D, 1015 Lausanne;
- (q) "**Pix4Dmapper**" means the Pix4Dmapper Pro, Pix4Dag, Pix4Dmodel and Pix4Dbim editions of the Software.
- (r) "**Privacy Policy**" means the Pix4D privacy policy available at <http://pix4d.com/privacy/>.
- (s) "**SaaS Service**" means the service provided by a Licensee using a Pix4Denterprise (former Pix4Dmapper Enterprise) (Server) License to Authorized SaaS Users.
- (t) "**Software**" means the software program known as Pix4Dmapper (including Pix4Dag, Pix4Dbim, Pix4Dmodel, and other software editions) in binary form, including its Documentation, Upgrades provided pursuant to Section 7.2 of this Agreement and Add-ons.
- (u) "**Support**" means the services offered by Pix4D for the Software.
- (v) "**Upgrade**" means a new release version of the Software.

2. LICENSE GRANT

2.1. PRINCIPLE

- (a) Pix4D grants you a non-exclusive, non-transferable, non-assignable and non-sublicensable right to run and use the Software as well as the Documentation (the "**License**") against payment of a fee under the terms and conditions set forth in this Agreement.

- (b) You may install and use the version of the Software that has been specified in the License Certificate on multiple Devices, provided that a number of concurrent Devices never exceeds the number of Devices specified in License Certificate.
- (c) Further, you shall take reasonable security measures to ensure that no person other than you accesses the Software.
- (d) Additional terms and conditions of the License apply depending on the type of License as per Section 2.2
- (e) All rights not expressly granted by Pix4D in this Agreement are reserved.

2.2. LICENSE TYPES

The Software may be provided under the following Licenses:

1. Pix4Dmapper Pro, Pix4Dag, Pix4Dmodel and Pix4Dbim ("Pix4Dmapper")
2. Pix4Dmapper Pro (Trial)
3. Pix4Ddiscovery
4. Pix4Denterprise (Workstation)
5. Pix4Denterprise (Network)
6. Pix4Denterprise (Server)

The Pix4Ddiscovery License will be applicable by default unless another License is activated.

2.2.1. Pix4Dmapper Pro, Pix4Dag, Pix4Dmodel and Pix4Dbim ("Pix4Dmapper")

- (a) The Pix4Dmapper License grants you the right to install and use the Software on the number of Devices mentioned in the License Certificate against payment of a fee.
- (b) The terms of this Section also apply to the following Licenses:
 - Pix4Dmapper, which may be acquired through License Rental or License Purchase from Pix4D or authorized resellers;
 - Pix4Dmapper (OEM), which may only be purchased together with third-party manufactured drones and used exclusively together with said drone (including Pix4Dmapper LT Mosaic, Pix4Dmapper LT Mesh, etc.);
 - Pix4Dmapper (Educational, Single), which may only be acquired through License Purchase by universities, schools, research institutes and the like for educational research and teaching purposes;
 - Pix4Dmapper (Educational, Classroom), which may only be acquired through License Purchase by universities, schools and the like for teaching purposes; and
 - Pix4Dmapper (non-commercial), which may only be acquired through License Purchase for non-commercial use.
- (c) In case of acquisition through License Rental, Support and Upgrades are included. Upon expiry of the rental period, the Software shall automatically revert to the Pix4Ddiscovery License.
- (d) In case of License Purchase, Support and Upgrades are included during the 1st (first) year

after License Key Activation. Further Support and Upgrades may be subscribed as per Section 7.3.

2.2.2. Pix4Dmapper Pro (Trial)

(a) The Pix4Dmapper Pro (Trial) License grants you the right to install and use the Software for free during a limited period of time as from activation for purposes strictly limited to the internal evaluation of the Software in order to determine whether the Software meets your requirements and whether you desire to continue using the Software. Certain components of the Software may not be available for use under the Pix4Dmapper Pro (Trial) License.

(b) Upon expiry of the Pix4Dmapper Pro (Trial) License, you must purchase or rent a new License or upgrade the existing License Key for further use of the Software. Upon expiry of the trial period, the Software shall automatically revert to the Pix4Ddiscovery License.

2.2.3. Pix4Ddiscovery

(a) The Pix4Ddiscovery License grants you the right to install and use a limited version of the Software for free and during an indefinite period of time. Limitations to the Software include restrictions a number of functionalities, such as for example output, index calculator, mosaic editor and measurements.

(b) The Pix4Ddiscovery License is applicable whenever no other License is activated or valid.

2.2.4. Pix4Denterprise (Workstation)

(a) The Pix4Denterprise (Workstation) License grants you the right to install and use the workstation version of the Software on the number of devices mentioned in the License Certificate against payment of a fee. It may be acquired through License Rental or License Purchase.

(b) In case of acquisition through License Rental, Support and Upgrades are included. Upon expiry of the rental period, the Software shall automatically revert to the Pix4Ddiscovery License.

(c) In case of License Purchase, Support and Upgrades are included during the 1st (first) year after License Key Activation. Further Support and Upgrades may be subscribed as per Section 3.3.

2.2.5. Pix4Denterprise (Network)

(a) The Pix4Denterprise (Network) License grants you the right to install and use the version of the Software on the number of devices mentioned in the License Certificate against payment of a fee. It may be acquired through License Rental or License Purchase.

(b) In case of acquisition through License Rental, Support and Upgrades are included. Upon expiry of the rental period, the Software shall automatically revert to the Pix4Ddiscovery License.

(c) In case of License Purchase, Support and Upgrades are included during the 1st (first) year after License Key Activation. Further Support and Upgrades may be subscribed as per Section

2.2.6. Pix4Denterprise (Server)

(a) The Pix4Denterprise (Server) License grants you the right to install, use and operate Software for the purpose of providing access to the Software to Authorized SaaS Users within the limit of simultaneous Devices connected as mentioned in the License Certificate against payment of a fee calculated depending on actual use. The Pix4Denterprise (Server) License shall constitute an authorization from Pix4D with respect to Section 3.5.

(b) Support and Upgrades are not included in the Pix4Denterprise (Server) License.

(c) Pix4D collects and processes information on Authorized Users regarding their use of the SaaS Service for the purposes of calculating the fee. You procure that all Authorized SaaS Users provide explicit acceptance of such collection and process of their personal information as per the Privacy Policy <https://pix4d.com/privacy/>.

(d) By way of exception to Section 2.1(a), you are granted a right to sub-license use of the components of the Software that must be downloaded on Authorized SaaS Users' Devices to interface with the Software on the server, it being specified that such sub-license right shall be strictly limited to the time and scope required for the Authorized SaaS User to use the SaaS Service. Nothing in such sub-license shall operate to assign or transfer any intellectual property rights on the Software from Pix4D to any Authorized SaaS User.

(e) Further, nothing in the Pix4Denterprise (Server) License shall constitute or create any relationship of representation, agency or partnership between you and Pix4D. You will provide the SaaS Service to your Authorized SaaS Users in your own name and on your own account and as an independent contractor. Neither Party shall have the power to incur any obligations in the name of or on behalf of the other Party or to pledge the credit of the other Party, without the written consent of such other Party.

3. LICENSE RESTRICTIONS

You shall not use the Software for any purpose other than those mentioned in Section 2. Without limiting the generality of the previous sentence, you may not:

1. make copies of the Software (or any part of the Software), with the exception of one (1) back-up copy archival purposes;
2. modify the Software or separate out any of its components for use with other software,
3. use the Software (or any part of the Software) to create derivative or composite works;
4. transfer, lend, loan, lease, rent, sell, distribute or otherwise share the Software (or any part of the Software) to another person;
5. without the written authorization of Pix4D, install the Software on servers for remote-access (whether online, cloud-based or other) or for use through the command line interface;
6. decompile, disassemble, or otherwise reverse engineer or attempt to discover the source code or any underlying proprietary information of the Software;
7. circumvent the copy protection technology that may be included in the Software, including features that automatically disables or limits use of the Software upon expiration of a License;

8. use the Software in any way that violates any applicable federal, state, local, or international law or regulation; or
9. assist or allow anyone to do anything that this Agreement prohibits you from doing.

4. AUDIT

(a) Whatever the type of License granted, you acknowledge and agree that Pix4D may monitor and audit your use of the Software for compliance with this Agreement at any time, upon reasonable notice.

(b) In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse Pix4D for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

5. LICENSE KEY AND ACTIVATION

(a) After acceptance of this Agreement, a unique License Key is provided to you for all Licenses. The License Key must be protected against theft and unauthorized access and use.

(b) A functional internet connection to the License Server is required for License Key Activation and for License Device Activation (including de-activation and then potential re-activation), unless an offline activation Add-on has been acquired.

(c) Failing License Key Activation and License Device Activation, the Software will run under the Pix4Ddiscovery License.

6. INTELLECTUAL PROPERTY

6.1. OUR SOFTWARE AND TRADEMARK

(a) Subject to the License granted hereunder, all title, ownership, intellectual property rights and all other rights and interests in and to the Software (including any updates, enhancements, derivatives and modifications) and the Documentation, and any copies thereof are owned by Pix4D. You understand that the Software is licensed to you and not sold.

(b) You further acknowledge that Pix4D® is a trademark which is owned exclusively by Pix4D and that the License 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, screen shots, output files, etc. generated through use of the Software.

6.2. YOUR CONTENTS

It is expressly agreed that any output file, which is any file generated by you as a result of you using the Services shall belong to you exclusively.

7. SUPPORT AND UPGRADE

Pix4D will provide Upgrades and Support services pursuant to the terms and conditions below.

7.1. SUBSCRIPTION

(a) Upgrades and Support are subject to subscription, which may be *(i)* in case of License Rental, included with the License, *(ii)* in case of License Purchase, included in the License for a limited period of time when specified, or *(iii)* subscribed or renewed by paying the applicable Upgrade and Support fee.

(b) The initial Upgrade and Support subscription will start upon License Key Activation. Each subsequent Upgrade and Support subscription term will start on the day following the expiration of a previous subscription term regardless of the actual upgrade subscription renewal date.

7.2. TERMS OF UPGRADE

(a) Pix4D may provide Upgrades, including modification or discontinuance of certain functionalities of the Software, at its sole discretion. You may continue to use the previous version together with an Upgrade provided that both are installed on the same Devices, subject to the limitations set forth in the License Certificate.

(b) Unless Pix4D provides other terms and conditions with an Update or Upgrade, the terms and conditions of this Agreement shall continue to apply. You may refuse to accept an Upgrade, it being specified however that *(i)* the functionalities of the Software may be partially or totally restricted and *(ii)* Pix4D shall have no further obligation but may, at its sole discretion, provide limited Support.

(c) If amended terms and conditions of License are provided with the Upgrade, such new terms will apply upon installation of the Upgrade. If no amended terms and conditions of License are provided, this Agreement shall continue to apply.

7.3. TERMS OF SUPPORT

(a) Support service will be provided by e-mail. Pix4D will investigate promptly any questions or problems related to the Software you may have, provided that adequate information be delivered to Pix4D *(i)* 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 Software when the problem occurred, detailed description of the problem, its duration, any attempts made by you to resolve the problem, and, ultimately, *(ii)* to confirm that the questions have been answered and the problems solved.

(b) For the sake of clarity, Pix4D does not provide guaranteed response time but undertakes to make good faith efforts to answer e-mails within 24 hours during weekdays, excluding holidays. Further, the Support to be provided by Pix4D hereunder is limited to the most current version of the Software.

(c) All support requests must be submitted to our support ticketing system available at

<https://support.pix4d.com>

(d) Certain operations recommended by Pix4D in answer to your Support request may compromise the integrity of your data. You must provide for adequate back-up of your data at all times and Pix4D shall assume no liability in case of loss in the integrity for any reason whatsoever.

(e) Pix4D's obligation to provide Support is contingent upon proper use of the Software and full compliance with this Agreement. Moreover, Pix4D shall be under no obligation to provide Support should such services be required due to (i) failure to operate the Software within the systems requirements, (ii) any modification or attempted modification of the Software by you or any third party, or (iii) your failure or refusal to implement operations recommended by Pix4D.

8. PRIVACY

The Privacy Policy available at <https://pix4d.com/privacy/> governs the collection and use of any personal information you provide to us and forms an integral part of this Agreement. By using the Services or Software, you agree to its terms.

9. MARKETING

(a) As part of the License, 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 Pix4D or partner marketing materials, including but not limited to Pix4D's website, and any public or legal documents.

(b) You hereby grant Pix4D a royalty-free, perpetual, non-exclusive, non-transferable and non-sublicensable 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.

10. NO REFUND

All License acquisitions, whether a License Rental or a License Purchase, are final. Pix4D offers a free, limited in time, trial version of its Software to ensure that it meets your needs (Pix4Dmapper Pro (Trial) License). If the trial period is insufficient, you may contact customer support and request an extension. If your License was purchased together with an original equipment manufacturer drone (OEM versions), such manufacturer's sales and refund policy applies to your purchase. Under no circumstances will Pix4D issue a refund.

11. EXPORT LAW ASSURANCES

The transfer of the Software across national boundaries may be subject to restrictions. You agree not to export or re-export the Software without first obtaining any required export/import license or government authorization.

12. NO REPRESENTATIONS OR WARRANTIES

(a) The Software is provided "AS IS" basis without warranties of any kind, either express or implied.

(b) Pix4D does not represent or warrant that the Software or materials provided through use of the Software are accurate, complete, reliable, timely, secure, current, error-free or free of viruses or other harmful components, nor does it represent or warrant that the Software or the Support services will be available or accessible without interruption.

(c) To the fullest extent permissible pursuant to applicable law, Pix4D disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Those who use or process the Software do so at their own risk and costs, and are responsible for compliance with local law. In particular, you (and not Pix4D) assume the entire cost of all necessary maintenance, repair or correction, if any, except for the Support to be provided in accordance with the terms and conditions set forth in Section 7.3.

13. LIMITATION OF LIABILITY

(A) AS A MATTER OF PRINCIPLE, PIX4D DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR INFORMATION, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, UNAUTHORIZED ACCESS TO AND/OR LOSS OF YOUR PERSONALLY IDENTIFIABLE INFORMATION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES) ARISING OUT OF THIS AGREEMENT, THE LICENSE OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF PIX4D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS IT HAS COMMITTED A SERIOUS BREACH OF ITS OBLIGATIONS AS A CONSEQUENCE OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

(B) IN PARTICULAR, PIX4D IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY EMAIL OR PLAYERS DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, INCLUDING ANY INJURY OR DAMAGE TO USERS OR TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE SOFTWARE. UNDER NO CIRCUMSTANCES SHALL PIX4D BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SOFTWARE OR FROM THE CONDUCT OF ANY USERS OF THE SOFTWARE, WHETHER ONLINE OR OFFLINE.

(C) IF YOU ARE DISSATISFIED WITH THE SOFTWARE OR ANY PIX4D TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SOFTWARE. IN ADDITION, YOU RELEASE PIX4D AND ITS AFFILIATES FROM ANY DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST THEM, ARISING FROM YOUR USE OF THE SOFTWARE OR THE PROVISION OF RELATED SERVICES.

14. TERM AND TERMINATION

(a) Unless otherwise specified in the License Certificate, the following shall apply:

- In case of License Rental, the License is limited in time as specified in the License Certificate.
- In case of License Purchase, except as otherwise provided in the License Certificate, the License granted shall be perpetual.

(b) You may terminate this Agreement at any time by notifying Pix4D.

(c) This Agreement and your right to use the Software will terminate immediately if you fail to comply with the terms and conditions of this Agreement. No notification shall be required from Pix4D to effect such termination.

(d) Upon termination of this Agreement, you shall immediately discontinue use of the Software and of the Documentation and delete or destroy any copies thereof from your computer systems (including archives and back-up copies), whether full or partial. Upon Pix4D's request, you shall certify that you have fully complied with the foregoing undertaking.

(e) The termination of this Agreement will not limit any of Pix4D's rights or remedies under this Agreement or at law.

15. MISCELLANEOUS

(a) Titles are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

(b) This Agreement and any document mentioned herein constitute the entire agreement between you and Pix4D concerning the Software, and supersedes any and all prior or contemporaneous oral or written representations, communications, or advertising with respect to the Software. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement will add to or vary the terms of this Agreement unless signed by authorized representatives of both Parties.

(c) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach.

(d) The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement will be enforceable notwithstanding said expiration or termination.

(e) If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the fullest extent possible. In any event, all other provisions of this Agreement shall remain valid and enforceable to the fullest extent possible.

(f) Both Parties may assign this Agreement in the case of a merger or sale of substantially all of its respective assets to another entity. This Agreement will be binding upon and will inure to the benefit of the Parties, their successors and assigns.

16. GOVERNING LAW - JURISDICTION

(a) This Agreement will be governed by the substantive laws of Switzerland, without reference to conflict of laws principles.

(b) Any dispute, controversy or claim arising out of or in relation with this Agreement including the validity, invalidity, breach or termination thereof, shall be submitted to the exclusive jurisdiction of the ordinary courts of Lausanne, Switzerland, an appeal to the Swiss Federal Tribunal being reserved.

17. LANGUAGE

(a) The original version of this Agreement is made in the English language. In the event of any inconsistency or contradiction between the English version and any translation thereof, the English version shall prevail.

For any questions regarding this Agreement, please contact Pix4D at:

Pix4D SA, EPFL Innovation Park, 1015 Lausanne, Switzerland

E-mail: legal@pix4d.com

Version: 170310

All rights on this Agreement belong to their author. Any reproduction, without prior license, is strictly forbidden.