

PiXYZ Software Terms & Conditions

Last updated: November 1, 2021

ACCEPTANCE

Your Use of the Software is subject to your acceptance of these General Terms and Conditions as well as your acceptance of additional terms and conditions. The Agreement incorporates by reference the following documents: (i) these General Terms and Conditions containing the general terms and conditions applicable to all PiXYZ Software; (ii) the User and Licensing Terms and Conditions containing the additional terms for the particular Software or copyright work you are licensing and related fees, (iii) any Third Party Licenses governing the use of certain third party software which might be embedded in the Software you are licensing under the Agreement. When the term “Agreement” is used in any of these documents, Unity is referring collectively to all of them i.e. to (i), (ii) and (iii) above. The Agreement is effective as of the date You accept the Agreement.

In the event of a conflict between the terms set out in these General Terms and Conditions and the terms set out in the Specific Terms and Conditions, the terms of these General Terms and Conditions shall prevail unless expressly stated otherwise in the User and Licensing Terms and Conditions.

1. DEFINITIONS

In this Agreement, capitalized terms shall have the meaning ascribed to them in this Section 1 or elsewhere in this Agreement.

“Agreement” includes (i) these General Terms and Conditions, (ii) the User and Licensing Terms and Conditions and (iii) the Third Party Licenses which are incorporated hereto by reference.

“Commercials Terms” means the Fees payable by You as set out on the Unity PiXYZ website (Pixyz-software.com), quotes, invoices, price list, or applicable User and Licensing Terms and Conditions as the case might be, for Your Use of the Software.

“Commercial Use” is broad, covering more than just obvious ‘profit-making’ uses. In practice, the term is equivalent to income-generating use of any kind, whether direct or indirect

“Consumer” means an individual person acquiring a License to use the Software for purposes which are outside of that individual’s trade, business, craft or profession, and that such individual is not making any Commercial Use of the Software.

“Documentation” means the user manuals, instructions and tutorials for the Software owned by Unity that Unity generally makes available to its end-user customers.

“Evaluation License” means a License granted to the User for the Evaluation Software for the Evaluation Term, to enable the User to evaluate the Software in connection with the User’s internal business purposes to determine whether to purchase the non-evaluation version of the Software. Commercial Use, publishing or redistribution of the Software is strictly forbidden under an Evaluation License.

“Evaluation Software” means a limited version of the Software, which is licensed to You under an Evaluation License.

“Evaluation Term”, means a limited duration, during which the Evaluation Software may be Used by You under the Evaluation License.

“Fee” shall mean any fee, cost and expense as set out in the Commercial Terms that are payable for Your Use of the Software.

“Floating License” means a License for the Software for Use of the Software by several individual Users simultaneously on any number of computers provided that a License for each such individual User has been purchased.

“Intellectual Property Rights” means any current and future intellectual property rights, including copyrights, trademarks, trade names, business names, domain names, design rights, inventions, confidential information, trade secrets and know-how including commercial know-how, patents, utility models, database rights, and all similar or analogous proprietary rights of whatever nature and in each case in any part of the world and whether or not registered or registrable including, in relation to the above, all granted registrations and all applications for registration and any renewals, reversions, and extensions.

“Legal Entity” means any company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, proprietorship, joint venture or other form of business organization, and includes, without limitation, any government, non-for-profit, educational or academic institution, including but not limited to any primary or secondary school, vocational school, college or university.

“License” shall mean the limited right to Use the Software as further detailed in these General Terms and Conditions and in the applicable User and Licensing Terms and Conditions.

“Node-locked License” refers to the practice of granting a user the right to run an application on a specific machine. The license is ‘locked’ or ‘anchored’ to that specific machine and cannot be used on another machine without going through a rehosting process.

“Non-Commercial Use” means Your Use of the Software for all purposes in compliance with the terms of this Agreement but excludes expressly all Commercial Use. This type of license is granted to an educational, academic, non-profit or government Legal Entity, student individual or hobbyist individual.

“Professional User” means a User making any Commercial Use of the Software, provided that such User may be subscribing to a License.

“Software” means the Unity software product, licensed to You under the User and Licensing Terms and Conditions that Unity and You entered into.

“Term” means the duration of the License granted to You under the Agreement as set out in Section 10.1 of the General Terms and Conditions.

“Third Party Licenses” means the terms and conditions of any third party software which is embedded in the Software.“

“Use” means the loading, installation and use of the Software in accordance with the terms of the Agreement.

“User” means an individual person who is authorized by Unity to Use the Software.

“User and Licensing Terms and Conditions” means the specific terms and conditions containing the additional terms including the applicable Fees if any, governing Your Use of a particular Software.

“You” means the User or the Legal Entity Using the Software as licensee.

“Your” means relating to You or made or done by You.

2. CONDITION PRECEDENT TO THE LICENSING OF ANY SOFTWARE

You must accept the User and Licensing Terms and Conditions applicable to a particular Software to be entitled to Use any Software. Your acceptance of these General Terms and Conditions alone does not grant you a right to Use any Software.

3. GENERAL RESTRICTIONS APPLICABLE TO THE SOFTWARE

With respect to the Software and except as expressly permitted under the Agreement:

3.1 You shall not, and shall not assist, enable or otherwise permit or allow any third party to: (i) copy (except in the course of loading or installing), alter, adapt, modify, translate, create derivative works of the Software, (ii) decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of (unless expressly

permitted under applicable law) or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in the Software, (iii) rent, lend, loan, lease, sell, encumber, distribute, sublicense, or otherwise permit use of or access to the Software by third parties, (iv) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in the Software, (v) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Software; or any copy, portion, extract or derivative thereof, (vi) Use the Software in any manner that violates any applicable law or regulation whether local, national or international, (vii) Use the Software in any manner that violates any Intellectual Property Rights or privacy rights of Unity or any third party.

3.2 You shall not (i) provide, disclose, display or otherwise make available the Software or any copy, portion, extract or derivative thereof, or permit use of any of the foregoing by or for the benefit of multiple users or any third party, including, without limitation, by uploading the Software to a network or file-sharing service time-sharing, or subscription service basis, on a hosting, cloud, service-bureau, or for carrying out any third party administrative, outsourcing, or other services), (ii) do anything that could cause or result in the Software being subject to any open source license (or similar license) that requires as a condition of use, modification or distribution of the Software including the run-time portion thereof; and specifically that would entail the Software to be: (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) redistributable at no charge; and (iii) Use the Software to develop a competing software.

4. USE OF THE SOFTWARE

4.1 Software License Terms

Subject to the terms and conditions of the Agreement including the applicable User and Licensing Terms and Conditions for a particular Software, and Your compliance therewith including Your payment of all Fees payable if any, Unity grants You, for the Term of this Agreement, a limited, non-exclusive, personal, non-transferable, non-sublicensable, revocable License, solely to install and execute the executable form of the Software in its version available at the time of downloading (as well as its subsequent updates to the extent such updates are made available, at Unity's discretion), solely for Your internal Use, for the purpose of developing Your licensee content.

The License for the Software grants You the right to get access to the Documentation specific to the Software You are licensing.

The Software shall be provided to You in object code. In no event shall the source code of the Software be made available to You.

4.2 Node-locked License

Each User of the Software must hold one (1) valid License of the Software. The License may only be installed once on one (1) computer by the User.

4.3 Floating License

If You wish to Use any particular Software simultaneously on different computers, You must purchase a Floating License for each individual User Using the Software at any one time. You may install such Software on as many computers as needed for Use by any authorized User provided that there is one (1) license per concurrent individual User.

4.4 Key

The Software is protected by an anti-copy technical device in the form of a digital key (hereafter referred to as “KEY”). This KEY is generated according to the technical features of the machine on which the Software will be used. Without this KEY, the Software cannot be used. Copyright notices and other features serving to identify the program may not be removed or modified from the Software. In case of Node-Locked License based Software, the User who wants a new KEY because of any change of computer may send a written request to Unity attesting that the Software is not used anymore on the previous computer, with a copy of the identification document (ID card, passport) of the signatory of the statement, and not more than two (2) times per calendar year. Any additional request will be charged at a unit license price.

4.5 Renewal

License for the Software is purchased for one year and is not automatically renewed.

4.6 Extension of Usage

If the User uses the contract software to an extent which exceeds the acquired rights of use qualitatively (with regard to the type of permitted use) or quantitatively (with regard to the number of acquired licenses), he shall immediately acquire the rights of use necessary for the permitted use. If he fails to do so, the provider will assert the rights to which he is entitled.

4.7 Corrective maintenance

Unity reserves the right to correct the Software. Unless corrective maintenance is ordered, Unity is not bound by any obligation of corrective maintenance after a period of 90 days of the Software being made available to You.

Whenever a corrective maintenance service is ordered, Unity undertakes to correct all errors or anomalies affecting the Software compared to its user documentation (hereinafter INCIDENTS) during the maintenance period specified in the order form. This Article is also applicable to the User during the 90 days period specified in Article 11.

4.7.1 Reporting of INCIDENTS may be reported during business hours and days, that is, from 9 AM to 12 noon and from 2 PM to 5 PM (GMT+1), Mondays to Fridays, aside from holidays and/or days off. Reporting shall be made by online ticket report addressed to support team from the Unity technical support website (www.pixyz-software.com/support).

4.7.2 Resolution of INCIDENTS. Servicing by Unity shall take place during business hours and days as stated at Article 4.7.1. It may take place either by telephone, by remote maintenance software, by communication of a patch or workaround solution by electronic communication (FTP, e-mail, etc.), at the discretion of Unity.

4.7.3 Servicing times. Unity undertakes to intervene as soon as possible, this obligation being construed as commercially reasonable efforts obligation (“obligation de moyen”) on the part of Unity.

4.7.4 Exclusions from maintenance. Unity shall be free of constraints from its corrective maintenance obligations in the following cases: – the INCIDENT cannot be reproduced or sufficiently documented by the User ; – non-compliance with the technical configuration required by Unity ; – modification of the Software by the User

or a third party; -the User's refusal to install a new version made available by Unity or refusal to install a patch or a remote maintenance software or workaround solution; – virus or malicious software on the machine on which is installed the Software; – a case of force majeure as recognized by law and the courts.

Interruptions of telecommunication and electric energy systems for more than 48 hours constitute cases of force majeure within the meaning of this Agreement.

Corrective maintenance shall not include:- development of new functionalities or modifications of existing functionalities, that is, upgrading maintenance and supply of new versions of the Software; – improvement of Software performances;- backup of data connected to use of the SOFTWARE and backup of the Software – maintenance of the operating system and software and hardware required by the technical configuration for using the Software;- regulatory maintenance, that is, modifications of the Software ordered as a result of a change in the laws or regulations;- restoring data connected to the Software in case of accidental or voluntary loss thereof or due to an INCIDENT.

5. INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE

5.1 You acknowledge and agree that the Software is only licensed to You and in no event can the Software be considered as being sold to You.

5.2 You acknowledge and agree that Unity (or their licensors or other third party as applicable) own and shall retain all right, title and interest in and to the Software (including without limitation any copies, portions, extracts or derivatives thereof, and any developments, modifications or enhancements thereto) including all Intellectual Property Rights.

5.3 Further, in the event that You provide to Unity any comments, suggestions, submissions, and other feedback (whether oral, in writing, or in electronic or any other form) with respect to the Software or the Unity copyright work (together “Feedback”), You hereby irrevocably agree to assign to Unity all the Intellectual Property Rights in such Feedback.

5.4 You acknowledge and agree that (i) the Software and the Unity Copyright Works are original in whole and in any element thereof, alone or combined, including algorithms, interfaces, functionality, screen design, and other elements thereof, and (ii) based on the Berne Convention for the Protection of Literary and Artistic Works as well as the French Intellectual Property Code, and other applicable Intellectual Property Rights laws and treaties, Unity is the owner of the Software.

5.5 You agree that You will not delete or in any manner alter any Unity or third-party copyright, trademark or other proprietary notices appearing on or in the Software or the copyright work.

5.6 U.S. Government Restricted Rights. The Software is a commercial product that has been developed exclusively at private expense. If the Software is acquired directly or indirectly on behalf of a unit or agency of the United States Government under the terms of (i) a United States Department of Defense (“DOD”) contract, then the Software and Documentation are considered “Commercial Items”, as that term is defined in 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48

C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable, consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations; or (ii) a Civilian agency contract, then use, reproduction, or disclosure is subject to the restrictions set forth in FAR clause 27.4053(a), entitled Commercial Computer Software, and any restrictions in the agency's FAR supplement and any successor regulations thereto, and the restrictions set forth in this Agreement. The United States Government will only have the rights set forth in this Agreement. Software and Documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this Agreement.

6. FEES AND TAXES

Where applicable, You agree to pay all amounts due for the Software as set forth in the applicable User and Licensing Terms and Conditions, online stores, quote and/or invoice. All Fees payable under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. You will be responsible for, and will promptly pay all taxes including but not limited to sales, use and withholding taxes associated with this Agreement and/or Your receipt or Use of the Software, except for taxes based on Unity net income, if any. In the event that Unity is required to collect any tax for which You are responsible, You will pay such tax directly to Unity. If You pay any withholding taxes that are required to be paid under applicable law, You will promptly provide Unity with written evidence from tax authorities of the payment of such taxes.

7. MODIFICATION OF THE GENERAL TERMS AND CONDITIONS OR THE USER AND LICENSING TERMS AND CONDITIONS

Unity may revise the General Terms and Conditions and the User and Licensing Terms and Conditions (the “Terms” for the purpose of this Section 7) at any time for legal, best practice or any other reason. Unity will not use this right to make substantial changes to the Terms to Your detriment without giving You a chance to agree. Unity will inform You in advance of any revision of the Terms by sending an email to You with a 30-day prior notice before the updated terms become effective.

If You do not agree to the changes made to the Terms, You may terminate any License during the period applicable before the updated terms become effective. You are expected to check for revisions to the Terms regularly as they are binding on You. Any subsequent Use by You of any Software or copyright works after a change in the Terms shall imply that You accepted the revised Terms.

8. PERSONAL DATA

You understand and agree that the Software may connect to the Internet and report information about your Use back to Unity to (i) check for Software updates; (ii) provide aggregated usage statistics of Your Use of the Software; and (iii) validate or block license keys in order to prevent unauthorized Use. Unity undertakes to use Your usage analytics exclusively for the purpose of improving products and services.

Users can stop analytics collection anytime, by changing a parameter inside the Software. Please contact Unity ([link](#)) for more details.

Unity anonymizes any collected personal data. Unity collects only the minimal information needed to understand real usage. Detailed information about the collected data is available on our “Privacy policies” and “Security policy” pages.

9. ASSISTANCE

Refer to section 4.7 “Corrective Maintenance” of the General Terms and Conditions

10. TERM AND TERMINATION

10.1 Duration of the Agreement

All Evaluation License for the Evaluation Software shall be effective for a specific trial period from the date You activated the license using the Software license manager, unless otherwise agreed expressly between Unity and You.

Unless expressly provided otherwise in the applicable User and Licensing Terms and Conditions, all subscription Licenses which are subject to the payment of recurring Licenses Fees shall be effective from the date You purchased the Software license (online payment, contract or invoice date) and will stay in force for as long as You are current with the payment of the License Fees.

Unless expressly provided otherwise applicable User and Licensing Terms and Conditions, all paid-in full Licenses for any Software granted under the Agreement shall be effective for the duration of the applicable legal copyright protection, unless earlier terminated in accordance with the Agreement.

10.2 Termination and Consequences of Termination

In the event You breach this Agreement, including if You fail to pay the Fees where applicable, Unity will as of right be entitled to terminate this Agreement after having notified You of the breach provided and, if the breach can be cured, the breach remains uncured after 15 days of the notification of the breach by Unity to You.

Upon termination of the Agreement, You shall, at Unity's option, either promptly delete and destroy, or return to Unity all copies of the Software in Your possession or control. Unity may also disable the Software upon the expiration of any License.

All provisions in connection with the Intellectual Property Rights in the Software or the copyright work shall survive the termination of this Agreement.

11. WARRANTIES

11.1 Unity warrants that, during 90 days as from date the Software is made available to You, the Software will function substantially in accordance with the publicly available user documentation applicable to the Software.

11.2 OTHER THAN AS PROVIDED IN ARTICLE 11.1, THE SOFTWARE IS PROVIDED TO YOU "AS IS", WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNITY AND ITS LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. UNITY FURTHER DOES NOT WARRANT THAT THE SOFTWARE WILL ALWAYS FUNCTION

UNINTERRUPTED OR ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM UNITY OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. LIMITATION OF LIABILITY

UNITY AND ITS LICENSORS' TOTAL LIABILITY TO YOU ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT PRODUCT LIABILITY), INDEMNITY, OR OTHERWISE AND WHETHER OR NOT UNITY OR ITS LICENSORS HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND EVEN IF SUCH DAMAGES WERE FORESEEABLE WILL BE LIMITED TO THE GREATER OF THE AMOUNTS PAID BY YOU FOR THE SOFTWARE. IN NO EVENT SHALL UNITY TECHNOLOGIES OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SOFTWARE OR THE COPYRIGHT WORK, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 12, UNITY

TECHNOLOGIES AND ITS LICENSORS LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. CONFIDENTIALITY

13.1 The Software and the Unity copyright works and any copies, portions, extracts and derivatives thereof (including the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures, technical architecture or other information embedded or used in any of the foregoing) and any other non-public information and technology disclosed by Unity to You in connection with this Agreement constitutes the confidential information of Unity (the “Unity Confidential Information”). You shall hold the Unity Confidential Information in strict confidence and shall not disclose it to any third party except to Your designees who need to have access to it and who are bound in writing by confidentiality obligations at least as protective of the Unity Confidential Information as those contained herein. You shall not use the Unity Confidential Information for any purpose other than as necessary for Your Use of the Software as expressly authorized in this Agreement. You shall exercise the same care that You exercise to protect Your own confidential and proprietary information of similar importance.

13.2 In the event Unity receives confidential information from You, Unity undertakes to hold Your confidential information in strict confidence and not to use Your confidential information, except in connection with (i) the performance of this Agreement or (ii) Your Use of the Software. In addition, when providing Your

confidential information to Unity, you shall mark all Your confidential information as “confidential” or “proprietary”.

13.3 The obligations of each party set forth above shall not apply to confidential information to the extent that the receiving party can prove that it:

13.3.1 was already in its possession without confidentiality or use restrictions prior to its disclosure by or on behalf of the disclosing Party; or

13.3.2 is subsequently disclosed to the receiving party without any confidentiality or use restrictions by a third party; or

13.3.3 is in the public domain or subsequently comes into the public domain through no act or omission of the receiving Party or its agents or employees; or

13.3.4 is required by law or a valid order by a court or other government body, provided, however, that the receiving Party promptly informs the disclosing Party in writing upon becoming aware of the relevant legal requirements.

14. EXPORT LAW

You agree to fully comply with all applicable export laws and regulations to ensure that neither the Software nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or Used for any purposes prohibited by, such laws and regulations.

15. COMPLIANCE

Licensee acknowledges that portions of the Software contain elements in which the intellectual property is owned by third parties and its licensors; the list of such third parties is available at <https://www.pixyz-software.com/legal/3rdparty/>. In respect of such elements, Licensee undertakes (i) to use reasonable care in maintaining their confidentiality, (ii) to retain all proprietary notices and legends contained on the software and on all copies thereof, (iii) not to decompile or reverse engineer the software and (iv) not to create derivative works thereof.

16. AUDIT RIGHT

Upon Unity reasonable prior written notice to You, You shall permit Unity or its designees to audit from time to time Your Use of the Software. You shall provide reasonable assistance to Unity its designees in the event such an audit is conducted. This audit should be conducted in respect of applicable laws and confidentiality agreements bidding to Your usage of the Software.

17. GOVERNING LAW AND JURISDICTION

17.1 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF

CALIFORNIA, IN THE UNITED STATES OF AMERICA, WITHOUT REGARD TO OR APPLICATION OF CONFLICT OF LAWS RULES OR PRINCIPLES. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY.

17.2 JURISDICTION. THE COURTS OF NORTHERN CALIFORNIA (UNITED STATES OF AMERICA) OF COMPETENT JURISDICTION SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY DISPUTE REGARDING THE EXISTENCE, VALIDITY OR TERMINATION THEREOF, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

18. HIGH-RISK ACTIVITIES

The Software is not developed or intended for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Software could lead to severe physical or environmental damages (“High Risk Activities”). User will not use the Software for High Risk Activities.

19. GENERAL

19.1 You understand and agree that monetary damages alone might not be an adequate remedy and as such Unity shall have the right to seek injunctive relief in any court of competent jurisdiction.

19.2 You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Unity prior written consent, and any attempt by You to do so, without such consent, will be void.

19.3 Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

19.4 All notices required or permitted under this Agreement shall be in writing. All notices to You might be either in the form of an electronic mail or by registered mail with acknowledgement receipt. All notices to Unity shall be sent by registered mail with acknowledgement receipt to Unity registered office or otherwise to the address set forth in the applicable ordering document or invoice or to such other address as may be specified by Unity.

19.5 Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.

19.6 If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

19.7 This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless You and Unity have executed a separate agreement governing Your Use of the Software.

19.8 Translations. The English language version of this Agreement is legally binding in the event of any conflict between the English version and any translations.

19.9 Any terms or conditions contained in Your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Unity and will be deemed null.

20. EXCEPTIONS FOR CONSUMER USERS

20.1 If You are a Consumer and You acquire the Software, for your direct individual Use and do not make any direct or indirect Commercial Use of the Software then be advised that certain Sections of these General Terms and Conditions shall not be applicable to You i.e. Section 11 (No warranty), Section 12 (Limitation of liability), Section 17.2 (Jurisdiction), Section 19.8 (Translations).

20.2 Right of Withdrawal. If You downloaded a specific Software after accepting the applicable User and Licensing Terms and Conditions, You shall not be entitled to the right of withdrawal available to Consumers which may be exercised by You within 14

days from the date of conclusion of the contract, as it does not apply to contracts for the supply of digital content if (i) the digital content is not provided on a tangible medium and (ii) the contract performance started through the act of downloading by the Consumer, with the consumer's prior express consent and the consumer's acknowledgment that s/he lost his/her withdrawal right. Therefore, You hereby understand and agree that by downloading the Software and being granted instantaneous access to such digital content, You have lost Your withdrawal right.

UNITY

Pixyz Software USER AND LICENSING TERMS AND CONDITIONS

www.pixyz-software.com is owned and operated by UNITY which is developer and sole owner of the Software, subject to third party's rights in the Software.

1.The Pixyz Software website

UNITY has developed a software program's line identified as Pixyz Software; The purpose of the "www.pixyz-software.com" website is to present the Software. Its installation is subject to accepting these User and Licensing Terms and Conditions.

The use of the Software under a commercial License is subject to paying the relevant License Fee.

2. Acceptance of the User and Licensing Terms

By clicking on the “I agree” button, you confirm your full agreement to these Pixyz Software User and Licensing Terms (hereafter, the “User Terms”). The contract is made between you and UNITY, the company owning and operating the Pixyz Software website, and the licensor of the Pixyz Software. When you register on behalf of a legal entity, you hereby confirm to have full legal capacity to bind the legal entity that you represent. If you do not agree with these User Terms, you may not use our service nor the Pixyz Software program. If you have questions about our service, please consult the Frequently Asked Questions (FAQs) page.

3. Date and revision of the User Terms

These User Terms shall be effective as of November 1st 2021.

We reserve the right to amend these User Terms from time to time by posting the new revised version online. The revised version of the User Terms shall become effective upon your registration if you are a new user, and 30 days after the date of posting if you are an existing Pixyz Software user. A message notifying you of the revision will be posted on the Home page and sent to our registered users. If you refuse the revised version of the User Terms, you may no longer use our services at the end of this 30-day notice period.

4. Purpose of these User Terms and registration

4.1 Purpose of these User Terms

The purpose of this agreement is to set forth the User Terms for the website, and as applicable, of the Software.

4.2 Registration

Registration on “www.pixyz-software.com” website is not necessary to use the Pixyz website for consultation of the website. Registration on Pixyz Software website, and installation of the Software are subject to your acceptance of the User Terms. When the conditions for your registration are met, you will be provided with a personal log-in and password. The log-in and password are strictly personal and confidential and may not be disclosed nor shared with third parties. If your registration is suspended following your use of our services or of the Software in breach of the User Terms, you will no longer be authorized to use our services nor the Software.

5. Pixyz Software

5.1 Pixyz Software

Pixyz REVIEW software program.

Pixyz REVIEW offers individual or collaborative experiences on desktop & in augmented and virtual reality (through Head Mounted Display) to visualize, study & interact with 3D & CAD files of any size and complexity.

UNITY proposes several Pixyz Review Software user licenses:

Annual Pixyz REVIEW Node-locked license

Annual Pixyz REVIEW Floating license

Annual Pixyz REVIEW Education Node-locked license

Annual Pixyz REVIEW Education Floating license

The evaluation license to test the Software is limited for a period of seven (7) days, unless a special offer changes this duration.

Pixyz STUDIO software program.

With Pixyz STUDIO, the users can optimize manually parts in 3D. The Pixyz STUDIO interactive graphical user interface gives access to a large set of features and powerful algorithms, for expert tuning and optimization.

Types of licenses. UNITY proposes several Pixyz STUDIO Software user licenses:

STUDIO is a commercial license.

Annual Pixyz STUDIO Node-locked license

Annual Pixyz STUDIO Floating license

Annual Pixyz STUDIO Education Node-locked license

Annual Pixyz STUDIO Education Floating license

The trial license to test the Software is limited for a period of seven (7) days, unless a special offer changes this duration.

Pixyz BATCH software program.

Pixyz BATCH allows you to batch process your optimization workflows. Pixyz BATCH is a headless program that comes with a Python API.

Pixyz BATCH License is not available on the Pixyz software website and must be subscribed separately by contacting Pixyz Software Team or UNITY directly.

Types of licenses. UNITY proposes one Pixyz BATCH Software user licenses:

BATCH is a commercial license.

Annual Pixyz BATCH Floating license

Pixyz for Unity Plugin software program.

With Pixyz Plugin for Unity, the users can import and optimize 3D models in Unity 3D® Editor. Pixyz Plugin for Unity program is a plugin and needs to have Unity 3D® installed on the user's PC. In Pixyz for Unity Plugin, 3D model import function is limited to manual import via the graphical user interface of the Unity 3D® editor.

Pixyz for Unity Plugin import feature cannot be used in the final built application at run-time.

Pixiz for Unity Plugin import feature cannot be used for batching by script imports in Unity.

Types of licenses. UNITY proposes several Pixyz for Unity Plugin Software user licenses:

Pixyz for Unity Plugin is a commercial license.

Annual Pixyz for Unity Plugin Node-locked license

Annual Pixyz for Unity Plugin Floating license

Annual Pixyz for Unity Plugin Education Node-locked license

Annual Pixyz for Unity Plugin Education Floating license

The trial license to test the Software is limited for a period of seven (7) days, unless a special offer changes this duration.

Pixyz Loader for Unity software program.

With Pixyz Loader for Unity, users can import 3D/CAD/PC data into their runtime applications with a C# script, and can script 3D/CAD/PC imports into the Unity 3D® Editor.

Types of licenses. This product is free to use, subject only to the associated license.

Pixyz Scenario Processor software program.

UNITY proposes Pixyz Scenario Processor software program to professional users. Pixyz Scenario Processor software program allows you to automate your 3D data preparation & optimization workflows. Pixyz Scenario Processor is a headless program that executes pre-built scenarios only.

Scenario Processor is available:

Online, through the AWS Marketplace, as a pay per use or a dedicated instance.

On premise, with a Floating licence.

Pixyz Scenario Processor License is not available on the Pixyz software website and must be subscribed separately by contacting Pixyz Software team, or UNITY, or AWS (for AWS offers) directly.

Types of licenses. UNITY proposes one Pixyz Scenario Processor Software user license:

Pixyz Scenario Processor is a commercial license.

Annual Pixyz Scenario Processor Floating license

The AWS-based offer uses Amazon marketplace account & metering services.

5.2 Financial terms

The activation and use of Pixyz Software program under a commercial License are subject to the payment of the relevant license fee, corresponding to the license term selected.

5.2.1 Online order

On the Pixyz Software website, the license fees corresponding to each license term are mentioned in Euro, VAT excluded and included (VAT at the applicable rate). Online payment of the license fee is made through a secured payment system, at the time of order on the Pixyz Software website, for the full amount.

5.2.2 Order by email

When orders are made by email, all payments shall be due thirty (30) days as of reception of the invoice by You. Late payment interests, computed based on 3 times the legal interest rate, shall automatically be applicable in case of non-payment. A EUR 40 lump sum indemnity for collection expenses shall also be applicable, without prejudice to the reimbursement by Licensee of additional collection expenses incurred by UNITY. Orders or payments due and/or made shall be firm and irrevocable. Payments may be made by check or bank transfer.

Payment of the license fee is final and shall not be reimbursed, whether you decide to use the Software or not, to close your Pixyz Software, or if your Pixyz Software account is closed by UNITY pursuant to the terms of article 10.2 (Term and termination) of the General Terms and Conditions

5.3 Software downloading and activation

The Pixyz Software programs may be downloaded at any time but can only be enabled by the User after confirmation of the order. The Software may be enabled under one of the versions proposed by UNITY.

The activation licenses allowing to use the Software is strictly confidential and limited to one individual or to one legal entity. It may not be disclosed nor shared with third

parties. UNITY will consider the activation as effective and the license term will start running from the date of sending of the invoice by email, for Floating Licenses. For Node-locked Licenses the usage period starts from the License activation day. You are solely responsible for the use of this activation code by third parties and warrant UNITY against any related claims.

UNITY reserves the right to suspend your account if we have reasons to believe that your activation code was disclosed by you or used without your consent.

5.5 Minimum Configurations

The recommended configuration, not provided by Pixyz SOFTWARE, is described in the online documentation and may evolve from one version of Software to another.

5.6 User limitations

The Pixyz Software program license is only valid for one individual or for one legal entity.

When using the Pixyz Software program, the User shall not:

- Copy or distribute all or part of the Software for internal use, without paying any applicable additional fees to UNITY;
- Install, access or use the Software on an operating system other than the system for which the software license was initially granted to the User;

Assign, sell, rent, loan, sub-license, outsource (externalize) or distribute, transfer or put the Software at the disposal of a third party, or authorize or appoint a third party to do it; third parties include, but are not limited to, consultants, outsourcers, clients and the public;

Modify the Software or allow anyone to do it;

Create or attempt to create derivative works, translate, disassemble, recompile or reverse engineer the Software (unless as specifically authorized by applicable law);

Alter, destroy or remove proprietary statements and notices certifying Software ownership appearing on the Software and its documentation;

Use the Software in a manner contrary to the conditions specifically granted under these User Terms.

6. Registration and Data Protection

6.1 Registration

The activation and use of the Pixyz Software programs is subject to your registration on Pixyz Software website and includes personal data treatment (last name, first name, email address, address, company etc.).

The registration page includes an opt-in field about the possibility for UNITY to use your personal data for marketing or commercial purposes (such as newsletters, questionnaires and information on similar products and services).

6.2 Cookies

When you connect on Pixyz Software website, Pixyz Software may download “cookies” on your browser. Cookies are used for statistical purposes and to recognize previous visitors. You may configure your browser to refuse cookies, however the Pixyz Software website may not operate at its full capacity or may be blocked. Please visit [cookie policy](#) page for more details.

6.3 Account security

The log-in data (log-in and/or password) allowing your connection to your Pixyz Software account is personal and confidential. You shall be solely liable for any consequences, whether contractual, financial or other, which may result from any unauthorized use of your log-in data by third parties and you guarantee UNITY against any related claims. UNITY reserves the right to suspend your account should we have reasons to believe that your log-in data was disclosed because of your actions, or was stolen or used without your consent.

Your personal data is stored on servers located in France or within the European Union. UNITY and its hosting providers have implemented appropriate measures to ensure the safety of your personal data. However, we cannot ensure that your

communications and other personal data will not be intercepted or disclosed by a third party.

6.4 Right of access to your personal data and Pixyz Software account closing

You have the right to access your Pixyz Software account to modify your personal data or to close your Pixyz Software account. If you close your Pixyz Software account, your data will be erased. However, we reserve the right to keep certain categories of data as necessary in case of future claims or disputes between you UNITY, for the term authorized by law. This data will however be deactivated and no longer accessible online.

Should you have any questions regarding your personal data, please send a message through our contact email address or visit our [Privacy policy](#) page

7. Intellectual property

7.1 Pixyz Software website content

Content published by UNITY. The contents of the Pixyz Software website, including its structure, design, database, texts, images and all the other Pixyz Software components, including the HTML meta-tags are the exclusive property of UNITY. These content components are protected by the provisions of the French code of intellectual property and by all the other national and international intellectual property laws and regulations.

You may display the pages of the Pixyz Software website on your screen for consultation and on a temporary basis only, exclusively as authorized herein. Any reproduction, dispatch, display or use of all or part of the Pixyz Software website content in any format without the prior written consent of UNITY is prohibited and would constitute an infringement as punished pursuant to articles L.335-2 et seq. of the French code of intellectual property.

You may not extract, through temporary or permanent transfer, or use, via public dispatch, all or a substantial part of the Pixyz Software website pages.

7.2 Pixyz Software programs

UNITY owns and reserves the intellectual property rights on the Pixyz Software programs, or is duly authorized to use and distribute certain components. These rights include, but are not limited to, patents, intellectual property rights, trademarks, manufacturing rights as well as any related protected confidential information. This Software license is exclusive of the transfer of any other intellectual property rights by UNITY to the User, except for the user rights expressly granted herein. The Pixyz Software programs include certain components implemented by UNITY under Open Source licenses. When using the Pixyz Software programs, pursuant to a free or commercial License, the User shall respect the terms of all applicable Open Source licenses.

8. Maintenance and updates of the web sites UNITY reserves the right to suspend access to the Pixyz Software website from time to time to perform maintenance. UNITY will use reasonable efforts to perform maintenance services during non-business hours and will attempt to limit the duration of maintenance

service. In case of emergency maintenance, UNITY reserves the right to suspend access to all or part of the Pixyz Software website to perform any required technical intervention. UNITY may update the Pixyz Software website site from time to time.

9. Limitation of warranty

9.1 Pixyz Software website

This website and the services proposed by Pixyz Software are provided “as is”. UNITY does not warrant that our services will be error-free or that the use of the Pixyz Software website will be uninterrupted or secure.

More generally, UNITY doesn’t warrant that the information and services proposed on the Pixyz Software website are exhaustive or that the content is accurate. However, we attempt to use reasonable efforts to offer our Users and clients quality content.

9.2 Loss of data, other

This section applies to Users other than Consumers acquiring a License on the Software for their direct individual Use and not making any direct or indirect Commercial Use of the software.

UNITY shall not be liable for any loss or alteration of data, any loss of profit, loss of revenue, of opportunity, of time, or for any indirect damages, whether such loss or damage is due to negligence or to any other cause, in relation with the performance or non-performance of the User Terms.

UNITY 's servers are available 24/7, except during maintenance and service interruptions, as defined in article 8 (Maintenance). In case of service interruption for reasons outside of UNITY's control (such as a force majeure event), and in case of loss of data, UNITY will use commercially reasonable efforts to restore the latest saved version of the Pixyz Software website.

9.3 Internet and site accessibility

You acknowledge and agree that the internet, and more generally any network used to transmit data may (i) include risks related to the lack of protection of certain data against potential misappropriation and contamination risks via viruses, and (ii) be saturated from time to time due to bandwidth congestion, interruptions due to technical incidents or to maintenance, to decisions made by the companies managing these networks, or to any other events outside of UNITY's control.

10. Force majeure

We may not be held liable under the User Terms in case of events beyond our control, acts of third parties and/or resulting from a force majeure event. Force majeure events shall include, without limitation, delays in performance resulting from

external causes beyond our control, events admitted by the courts and natural disasters, acts of war, any disruptions to the public law and order, epidemics, fires, floods and other disasters, governmental acts, strikes, lock-outs and any electrical and technical problems external to the parties and preventing communication.

11. Fraudulent behavior and damage to the site integrity

You shall not use software programs or manual processes to copy our web pages or to save or collect information on these pages without UNITY's prior written consent. You shall not use devices or software programs (such as viruses, logical bombs, spamming, etc.) to disturb the smooth running of our service. You shall not launch any actions which could create a disproportionate burden on our infrastructure. You shall not copy, alter, modify or create any derivative work off all or part of our website content.

12. Notices

Any notice sent to you shall be sent by email to the email address provided when you registered on Pixyz Software account. Notices shall be deemed received 24 hours after sending the email, unless the sender receives an invalid email address message in return.

Notices may also be sent to you by registered mail, return receipt requested to the address provided in your Pixyz Software account, in which case, notices will be deemed received 48 hours after sending the letter to an address within the European Union, and 5 days for other international addresses.

13. Miscellaneous

If any provision appearing in the User Terms are deemed illegal, unenforceable or inapplicable following a court decision, the other provisions of the User Terms shall remain in full force and effect provided that the general economy of the contract is not affected.

The titles of the articles in these User Terms are for reference only and shall not be used to construe the content of the related articles.

Our failure to insist upon or enforce performance by you of any of the provisions of the User Terms or to exercise any rights or remedies under the User Terms will not be interpreted as a waiver of our right to enforce such provision, in that or any other instance.

14. Entire agreement

These User Terms, together with the recitals, state the entire agreement of the parties regarding the subject matter of this contract.