

# Software License Agreement

## Preface

Welcome to use the test software of ShenZhen DJI technology Co., Ltd (hereinafter referred to as “DJI”)

Whereas you will use DJI’s test software (hereinafter referred to as “Software”), you shall read carefully and abide by this Agreement. Please read it carefully, fully understand the content of this Agreement, especially the clauses of waiver and limitation of liability, then you will decided to accept it or not. If you cannot accept all the clauses of this Agreement, you should not download, install and use this software and related services. The action of download, installation and use of this Software is deemed that you have read and agreed this Agreement.

If you are under 18 years old, please read this Agreement with your legal guardian and pay attention to the articles relating to the minors.

## 1、 Scope

1.1 This Agreement is executed between you and DJI to define the principles you shall obey when you download, install, use this test Software.

### 1.2 The conflicted articles

This Agreement may be updated with mutual agreements and practice rules. Once the above mentioned contents are issued, they will be an inseparable part of this Agreement and you shall abide by them.

## 2、 License

### 2.1 Content

The content of this agreement is that DJI authorize the User to use this test software.

### 2.2 Form

You can run this software on your Pad or Mobile phone. When you use this software, you shall select the right version compatible with your terminal and operation system, otherwise, you may not use this software.

## 2.3 Scope of the license

2.3.1 DJI will give you an individual, non-transfer and nonexclusive license without any payment.

You are entitle to download, install and use this software without business purpose.

2.3.2 You can duplicate this software as a backup, which shall including all the copyrights information stem from the original copy.

2.3.3 DJI reserves all the rights that it has not expressly authorized to you. You shall get the prior written permission before you use these rights. It is not deem as that DJI waiver the reserved rights if DJI does not perform any abovementioned rights.

## 3、 Account number

Please register the DJI account number before you use it and abide by the management rules

## 4、 Acquire

4.1 You can acquire the software form the website and also acquire it from the authorized third party.

4.2 If you acquire the software or the similar program from the unauthorized third party, DJI will not guarantee that the software can operate properly and shall not be responsible for that.

## 5、 Install and Uninstall

5.1 DJI may develop different version of software for different terminal and system. You shall download the appropriate version and install it base on your specific conditions.

5.2 After you install the software, you shall install it follow the instructions.

5.3 In order to provide high quality and safety service, we may recommend other software to you, you can select install or not on your own.

5.4 If you no longer need to use the software or want to install a new one, you can uninstall it. If you want to help us to improve service, please tell us the reason.

## 6、 Update

6.1 In order to strengthen the customer's practice experience and optimize the content of the software, DJI will continue to research the new software and provide the new version.

6.2 This software maybe automatically upgrade and update, you can select this function on your own.

6.3 In order to improve the customer's practice experience and ensure the safety and function, DJI is entitled to upgrade 、 change or limit part of the function without prior notice.

6.4 After releasing the new version of the software, the old version maybe out of service. DJI will not provide the guarantee that the old version can meet the requirements of the related customers. Please check and download the latest version from time to time.

## 7、 Private Information

7.1 It is the basic principle that DJI will take reasonable measures to protect the private information of customers. Except otherwise stipulated by laws and regulations, DJI will not disclose any customer's information to any third party without the permission of Customer. DJI will protect all the information with professional decoded storage and transmission method to ensure the safety of private information

7.2 You may be required to fill personal information when you register your account or use this software. If required by laws and regulations, you shall provide the truly information. If the information is incomplete, you may not use this software or be restricted.

7.3 Generally, you can browse and modify your information at any time. You may not modify initial registration information and identify information for the reasons of security and identification

7.4 DJI will use all kinds of security technologies and management systems to protect your personal information and avoid the unauthorized access use and leakage。

7.5 DJI focuses on the personal information protection on minors. If you are under 18 years old, please get the permission from your parents or your legal guardian before you use this software.

## 8、 User Conducts

### 8.1 Notice

8.1.1 You may be required to sign another solo agreement or rules before you use this software. Please read it carefully before the execution.

8.1.5 You can choose do not disclose personal information to DJI or cancel the set up to keep the

confidentiality, therefore, it may lead to some services cannot be achieved.

## 8.2 Prohibited actions

Except being permitted by law or agreed by DJI in written, you shall not:

- (1) delete any information related to copyrights in this software or duplicated copy.
- (2) attempt to find the source code of this software through reverse-engineer, reverse-compile ,reverse-decode or other actions
- (3) use, lease ,duplicate, modify, link, transfer ,compile publish or set up the mirror site to the IPR belongs to DJI
- (4) add, delete, change software's functions or operate results by modifying or counterfeit software running instructions and data; or operate the aforesaid software or disseminate it to the public regardless of whether for commercial purposes or not;
- (5) use DJI's software and services through non-authorized third-party's software, or create, publish, transmit these software;
- (6) Use or authorize others to use or use third-party software and its components, modules and data to interfere this software;
- (7) Other actions without authorization of DJI

## 8.3 Responsibility

You shall fully understand and agree that you will be responsible for all your actions under your registered account, including your statement and any result arising from it. You shall make a judgment before you use this software and bear all the risks stem from it, including the risks arising from the accuracy, completeness and practicability of the content. DJI will not take responsibility for any loss or damage originate from the abovementioned risks.

## 8.4 Dispute

If DJI find or get a report that you have breached this Agreement, DJI entitle to delete and block the related information at any time and take the following measures, including but not limited to suspend or terminate your account, suspend or terminate the part or all of the service, and file a lawsuit ect.

## 8.5 Damages to third party

If you breach the Agreement and do damages to the third party, you shall solely be responsible for that and bear the loss of DJI.

## 9、 statement

9.1 DJI owns all the IPR of this software. The copyright, trademark, patent, business secret, and related information ( including but not limited to words, pictures, audios, videos, diagrams, designs, frames related data and electronic documents) are protected by laws of PRC and related international treaties. DJI owns all the aforesaid IPR except that belongs to the third party according to the laws and regulations.

9.2 Without written consent by DJI or related owner, you shall not authorize third party to use, exploit and transfer the aforesaid IPR for any commercial or noncommercial purposes.

## 10、 Safety of the terminal

10.1 Your download and installed software may contain viruses, Trojan program or other malicious programs, which threats to the security of your information and data in your terminals or affect this software and the function of the Service, etc. Therefore, you should strengthen awareness of information security and the protection of personal information, pay attention to your password protection, so as not to suffer.

10.2 You shall not make, publish, use and spread any malicious programs to steal the user's DJI account numbers, personal information and property.

10.3 Safeguarding the security and the normal use of this software is the common responsibility of you and DJI, DJI will prudently take the necessary and reasonable measures in accordance with industry-standard technology to protect your terminal information and data security, but you should acknowledge and agree that it doesn't means DJI provide any guarantee for that.

## 11、 third parties software and technologies

11.1 This software may use third-party software or technology (including public source software and public domain code, etc., the same as below), such use has been obtained lawfully authorized.

11.2 If this software use third-party software or technology, DJI will express it in annex or specific installation document folder by "Software license agreement", "License Agreement", "open source license" or any other forms. Abovementioned relevant agreements or other documents, are an integral part of this Agreement and has the same legal effect, you should comply with these

requirements. If you do not comply with these requirements, the third party or the government maybe file a lawsuit, take the punish measures such as fines or other sanctions and requires DJI to provide assistance, you should solely bear legal responsibility.

## 12、 Miscellaneous

12.1 It deems that you have read and agree to be bound by this agreement when you use the Software or the Service. If necessary, DJI has the right to modify the terms of this agreement. You can refer to the relevant terms in the latest version of this Agreement. After the modification of the terms, you are deemed to have accepted the agreement after modification if you continue to use this software, the services. If you do not accept the revised agreement, should stop using the software.

12.2 This agreement was signed in Nanshan District, Shenzhen, Guangdong Province, PRC.

12.3 The conclusion, validity, implementation, interpretation and dispute resolution of this Agreement shall apply to the Laws of People's Republic of China (excluding conflict of laws).

12.4 Any dispute or controversy between you and the DJI should first be settled through friendly negotiation; If the negotiation fails, you agree to submit the dispute or controversy of this Agreement to the People's Court with jurisdiction, which the agreement was concluded.

12.5 Headings to all provisions of this Agreement are for convenience only, they have no real meanings and cannot deemed as a basis to explain this Agreement.

12.6 The terms of the agreement for whatever reason, partially invalid or unenforceable, the remaining provisions shall remain valid and binding on both parties.

12.7 This Agreement was made both in Chinese and English, if there is a conflict, the Chinese version shall prevail.

**If you have read and agree to the above agreement, please scan the QR code below to download the iOS Lightbridge App.**



ShenZhen DJI technology CO., LTD