

Milestone XProtect™ End-user License Agreement

This End-user License Agreement (EULA) is a legally binding agreement between you (either an individual or a single legal entity) and Milestone Systems A/S (“Milestone”) for the XProtect™ software product, which may include associated software components, media, printed materials, and online or electronic documentation (“Product”). By installing, copying, or otherwise using the Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Product, instead you may return it, within 30 days after purchase of the Product, along with all associated material to your place of purchase for a full refund. The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Note that the Product is licensed to you, not sold.

For XProtect products where a Software License Code (SLC) is required, the license you have been granted is identified by the Software License Code on the License Certificate.

Acceptance of Unattended Remote Updating. The system administrator of your organization may today or in the future be using a tool or operating system method enabling remote and unattended updating or installation of software products on your computer; the XProtect Software Manager is an example of such a tool. In case such a tool is used to update the Product unattended you may not be prompted to accept a EULA for the new Product. By accepting the present EULA you assign your right to accept EULAs of future product updates to your system administrator on your behalf.

Copyright. All title, including but not limited to copyrights, in and to the Product and any copies thereof are owned by Milestone. All rights not expressly granted are reserved by Milestone.

Infringement of Third Party Rights. Milestone shall be liable for ensuring that the Product does not infringe any third party's intellectual property rights, however, in respect of patents, only (a) patents granted and published in the United States of America or the European Union on the date of your purchase, and (b) only if the Product is infringing as a stand alone product when not used with any other product(s) or technology. In the event of any action against you in which such infringement is alleged, you shall give Milestone prompt notice thereof. Milestone shall thereafter assume the case and all of its legal costs incidental to the case. Milestone shall have irrevocable power of attorney to conduct litigation on its own behalf or to negotiate for settlement of the alleged infringement with you as the user. Milestone shall be entitled, at Milestone's discretion, to either obtain the continued right for you to use the Product or bring the infringement to an end by modifying or replacing the Product by another product which possesses substantially the same functionalities as the Product, or – if none of these remedies may be achieved at a reasonable cost for Milestone – to terminate this EULA with immediate effect. In the event of termination you have no further claims against Milestone.

Correction of Errors. A defect or error in the Product shall be deemed material only if it has effect on the functionality of the Product as a whole or if it prevents the operation of the Product. If you, within 90 (ninety) days after purchase of the Product, document that a material defect or error in the Product exists, Milestone shall, at its sole discretion, be obligated to (i) deliver a new copy of the Product without the material defect or error, (ii) remedy or correct the defect or error free of charge, or (iii) terminate this EULA and repay any license fee received against your return of all copies of the Product. The provisions of this paragraph constitute your sole remedies in the event of a defect or error in the Product.

No Warranties. Milestone expressly disclaims any warranty for the Product. The Product and any related documentation is provided “as is” without warranty of any kind, either expressed or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of the Product remains with you as the user. You are notified that the Product, when used with certain equipment or other software, may enable you to perform surveillance actions and data processing which are likely to be restricted by or contrary to applicable law, including without limitation data privacy and criminal law. The sole responsibility for verification of your use against compliance with applicable law lies with you as the user.

Prohibited Use. This license does not cover use of the Product for the purpose of, or in connection with, a violation of the human rights of any person as set out in the United Nations Universal Declaration of

Human Rights. Any such use is prohibited and is a material breach of this EULA causing the whole license for the Product to lapse immediately without notice rendering any further use of the Product unlawful.

Limitation of Liability. The provisions of this paragraph are in effect to the maximum extent permitted by applicable law. In no event shall Milestone or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Product or the provision of or failure to provide proper support, even if Milestone has been advised of the possibility of such damages. Absent any willful misconduct or gross negligence, the entire liability under any provision of this EULA of Milestone and its suppliers shall be limited to the amount actually paid by you for the Product.

Miscellaneous. (a) You may make as many copies of the Product as may be necessary for backup and archival purposes. (b) You may not distribute copies of the Product to third parties. (c) You may not reverse engineer, decompile, or disassemble any of the Product's components except and only to the extent permitted by applicable law which cannot be contractually waived. (d) You may permanently transfer all of your rights for this Product, provided the recipient agrees to the terms of this EULA.

Termination. Without prejudice to any other rights, Milestone may terminate this EULA if you fail to comply with its terms and conditions. In such event you must immediately cease using the Product and destroy all copies of it.

Severability. If a court or government body of competent jurisdiction determines that any provision of this EULA is invalid, not enforceable or enforceable only if limited in scope, this present EULA shall continue in full force and effect with such provisions stricken or so limited.

Entire Agreement. This EULA constitute the parties' entire and complete agreement relating to the subject matter hereof and all written and oral undertakings and pledges which may have preceded this EULA, all implied warranties, rules of common law or ordinary rules of law not restated herein, are hereby excluded from effect between the parties.

Governing Law. This EULA and the contract between you and Milestone are governed by Danish law and the sole and proper forum for the settlement of disputes hereunder shall be the City Court of Copenhagen.

Products. This EULA applies to all Milestone XProtect products, with the following product specific terms and conditions:

Installation and Use – for the Milestone XProtect Corporate product the following applies:

Milestone hereby grants you the right to install and use the Product with the following restrictions:

1. The "Management Server" component of the Product may be installed on an unlimited number of computers designated as Management Servers and possible clustered Management Failover Server per Software License Code.
2. The "Recording Server" component of the Product may be installed on an unlimited number of computers designated as Recording Servers. The Recording Servers must be managed by the designated Management Server specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. The Product may only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties.
5. With the exception of the use of Milestone Federated Architecture mentioned in paragraph 6 below, the Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers' or clients' property or land.
6. If the Product is to be used for surveillance or for other video recording purposes of property or land owned or controlled by a third party using Milestone Federated Architecture, you can only do so if a) the third party has a fully licensed Milestone XProtect Corporate product, b) you have purchased Milestone Federated Architecture device (camera) licenses for the cameras that you want access to, and c) you got the required legal permissions to conduct the surveillance.

7. In total, for all copies of the Product installed under this EULA, the Product may only be used with as many cameras as you have purchased and registered channel licenses for under the Software License Code used by the designated Management Server.

Installation and Use – for the **Milestone XProtect Enterprise** product the following applies:

Milestone hereby grants you the right to install and use the Product with the following restrictions:

1. The Product may be installed on an unlimited number of computers designated as Master Servers per Software License Code.
2. The Product may be installed on an unlimited number of Slave Server computers per designated Master Server using the same Software License Code.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. The Product may only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties.
5. The Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers or clients property or land.
6. In total, for all copies of the Product installed under this EULA, the Product may only be used with as many cameras as you have purchased camera licenses for.
7. You can and may only use the Product in connection with video hardware equipment for which you have rightfully obtained the corresponding Device License Keys from your Milestone dealer or from Milestone's web site www.milestonesys.com.

Installation and Use – for the **Milestone XProtect Professional** product, the **Milestone XProtect Essential** product and for the **Milestone XProtect Basis+** product the following applies:

Milestone hereby grants you the right to install and use the Product with the following restrictions:

1. The Product may only be installed on 1 (one) computer designated as Server per Software License Code.
2. The Product may only be used on computers running operating systems for which the Product was designed.
3. The Product may only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by your customers or other third parties.
4. The Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers' or clients' property or land.
5. The Product may only be used with as many cameras as you have purchased camera licenses for.
6. You can and may only use the Product in connection with video hardware equipment for which you have rightfully obtained the corresponding Device License Keys from your Milestone dealer or from Milestone's web site www.milestonesys.com.

Installation and Use – for the **Milestone XProtect Go** product the following applies:

Milestone hereby grants you the right to install and use the Product with the following restrictions:

1. The Product may only be installed on 1 (one) computer designated as Server per Software License Code.
2. The Product may only be used on computers running operating systems for which the Product was designed.
3. The Product may only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by your customers or other third parties.
4. The Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers' or clients' property or land.
5. The Product includes a functional usage tracking capability which allows Milestone to collect general statistical information about the usage of the Product. This information is collected on an anonymous basis and will only be collected if you accept to enable this capability when you install the Product.

The Product may furthermore from time to time retrieve promotional information and upgrading offers from Milestone's website to be presented for you in an information dialogue of the Product. Please see <http://www.milestonesys.com/go/privacy> for more details.

6. The Product will operate for a period of 30 days without requiring registration of the Product at Milestone's website ("User Registration"). After the initial 30 days period the Product will not be fully operational and will stop recording video until User Registration has been completed successfully.
7. No support is provided for the Product except for the support information that can be retrieved at Milestone website as indicated to you in an information dialogue of the Product.

Installation and Use – for the **Milestone XProtect Central** product the following applies:

Milestone hereby grants you the right to install and use the Product with the following restrictions:

1. The Product may be installed on one (1) computer designated as Central Server per Software License Code.
2. The Product may be installed on any number of computers designated as Central Clients per designated Central Server.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. The Product may only be used in connection with officially compatible Milestone products, such as the Milestone XProtect Corporate or Enterprise products. When used together with officially compatible Milestone products the Product may also be used together with third party products/components built upon the Milestone Software Development Kit.
5. The Product may only be used with as many server connections as you have purchased and registered connection licenses for under the Software License Code used by the designated Central Server.

Installation and Use – for the **Milestone XProtect Analytics** and **Milestone XProtect LPR** products the following applies:

Milestone hereby grants you the right to install and use the Product with the following restrictions:

1. The Milestone XProtect Analytics may be installed on an unlimited number of computers designated as Analytic Servers per Software License Code.
2. The Product may be installed on any number of computers designated as Smart Clients per designated Analytic Server.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. The Product may only be used in connection with officially compatible Milestone software products, such as the Milestone XProtect Corporate, Enterprise or Professional. When used together with officially compatible Milestone software products the Product may also be used together with third party products/components built upon the Milestone Software Development Kit.
5. The Milestone XProtect Analytics Plug-Ins may only be installed on one (1) computer designated as Analytic Server. The Product may only be used with as many Analytics connections as you have purchased and registered for the Product covered by the Software License Code. A connection is a plug-in that establishes a link between a third party video analytics product and the Milestone Analytics Server. The third party analytics product can be hardware- or software based or embedded into the Milestone software. Video analytics products are purchased either directly from Milestone (where applicable) or from third party vendors.
6. Milestone XProtect LPR may only be used with as many cameras as you have purchased and registered LPR Camera Licenses for the Product by the Software License Code.
7. The Milestone XProtect LPR License Plate Library may be deployed on an unlimited number of Analytics Servers.

Installation and Use – for the **Milestone XProtect Transact** product the following applies:

Milestone hereby grants you the right to install and use the Product with the following restrictions:

1. The Product may be installed on one (1) computer designated as Transact Server per Software License Code.
2. The Product may be installed on any number of computers designated as Smart and Viewer Clients per designated Transact Server.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. The Product may only be used in connection with officially compatible Milestone software products, such as the Milestone XProtect Corporate, Enterprise, Professional, Essential or Basis+ products.

When used together with officially compatible Milestone products the Product may also be used together with third party products/components built upon the Milestone Software Development Kit.

5. The Product may only be used with as many source connections as you have purchased and registered connection licenses for under the Software License Code used by the designated Transact Server.

Installation and Use – for the **Milestone XProtect Smart Client** product the following applies: Milestone hereby grants you the right to install and use an unlimited number of copies of the Product with the following restrictions:

1. The Product may only be used on computers running operating systems for which the Product was designed.
2. The Product may only be used in connection with a Milestone XProtect server product. When used together with Milestone XProtect Corporate, Enterprise or Professional server products the Product may also be used together with other compatible Milestone products and with third party products/components built upon the Milestone Software Development Kit.
3. The use of the Product is further restricted by the End-user License Agreement of the Milestone XProtect server product.

Installation and Use – for the **Milestone XProtect Smart Wall** product the following applies: Milestone hereby grants you the right to install and use the software Product with the following restrictions:

1. The Product may only be installed on the XProtect Corporate Management Server of the XProtect Corporate system for which it was purchased (“the XProtect Corporate system”). The Product may be operated from an unlimited number of XProtect Smart Clients connected to the XProtect Corporate system.
2. The Product may only be used on computers running operating systems for which the Product was designed.
3. The Product may only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other 3rd parties not controlled by you.
4. The Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers or clients property or land.

Installation and Use – for the **Milestone XProtect PDA Server** product the following applies: Milestone hereby grants you the right to install and use an unlimited number of the Product on a computer running an operating system for which the Product was designed.

Installation and Use – for the **Milestone XProtect PDA Client** product the following applies: Milestone hereby grants you the right to install and use the Product on an unlimited number of Pocket PCs/PDAs. The Pocket PCs/PDAs must be running an operating system for which the Product was designed.

Installation and Use – for the **Milestone XProtect Download Manager** product (“Download Manager”) the following applies:

Milestone hereby grants you the right to install and use an unlimited number of copies of the Download Manager with the following restrictions:

1. The Download Manager may only be used on computers running operating systems for which the Download Manager was designed.
2. The Download Manager may only be used in connection with the Milestone XProtect product with which it was delivered (the Original XProtect product). When used together with the Original XProtect product the Download Manager may also be used together with other compatible Milestone products and with third party products/components built upon the Milestone Software Development Kit.
3. The use of the Download Manager is further restricted by the End-user License Agreement of the Original XProtect product.

Installation and Use – for the **Milestone XProtect Software Manager** product the following applies: Milestone hereby grants you the right to install and use one (1) copy of the Product (“Software Manager”) with the following restrictions:

1. The Software Manager may only be used in connection with computers running operating systems for which the Software Manager was intended as well as in connection with computers running future operating systems Milestone may confirm to be supported by the Software Manager.
2. The Software Manager may only be used in connection with the Milestone XProtect products for which Software Manager was originally intended as well as with future products Milestone may confirm to be supported by the Software Manager.
3. By using the Software Manager to remotely install or update Milestone XProtect products on other computers you are regarded as being a system administrator of those computers ("Remote Computers"). Being a system administrator it is your responsibility to ensure the users of the Remote Computers understand and accept the EULAs of the Milestone XProtect products being installed or updated using the Software Manager, even in the case the installation process has been made unattended for the users of the Remote Computers and possibly invisibly for them as well. By remotely installing or updating a Milestone XProtect product on a Remote Computer you accept - as a system administrator - this responsibility, including the responsibility and liability for adherence to and compliance with this EULA by the users of Remote Computers.

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