

## Milestone End-user License Agreement

NOTE: If you are a Milestone Dealer, systems integrator or are otherwise installing this Product on behalf of a third party, you shall ensure that you have their acceptance of this 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 Milestone product or utility, which may include associated software and hardware components, media, printed materials, online or electronic documentation and any updates or corrections ("Product"). If you have purchased the Product as part of a computer or server system delivered by Milestone all hardware and software components of such system shall for the purposes of this EULA be considered being parts of the Product, except however for any third party software or hardware component which is covered by a separate third party license agreement included in the system documentation or otherwise incorporated in the system.

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, less any shipping and handling costs. This return policy does not apply if you or your representative, including your Milestone dealer (on your behalf) have accepted this EULA prior to, or as part of, your purchase of the Product. The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Note that all software parts of Product are licensed to you, not sold.

For Milestone products where a Software License Code (SLC) is required, the license you have been granted is identified by the Software License Code you have received when purchasing the Product.

**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 Milestone 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.

**Intellectual Property Rights.** All title and rights, including but not limited to copyrights, in and to the Product and any copies thereof are owned by Milestone, or in the case of third party contributions to such Product, the title and rights to such contributions only, are owned by our licensors. 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 standalone 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 written notice thereof. Milestone shall thereafter assume the sole conduct of 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 shall have no further claims, to include but not limited to any right of compensation or indemnity, 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.** Unless you are provided with a specific warranty from Milestone as part of your Product documentation, 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.**

The Product may only be applied and used in accordance to the applicable law(s) of the jurisdiction, country or region it is used in. This includes, but is not limited to, possible legal restrictions to what you surveil and record with the Product, the policy for storing recorded and other data in the Product, and how such recorded data is to be handled as it is exported from the Product. It is the sole responsibility of you the user to be acquainted with, and to adhere to, such laws and restrictions. Milestone does not accept any liability whatsoever, for any direct, indirect or consequential losses or damages for the violation of such laws and/or restrictions.

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) nor for any product liability (except for bodily injury) 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 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) This EULA is non-transferable save that if there is any ownership interest transferred which includes the Milestone Product. You may permanently assign all of your rights for this Product to the Transferee, provided the Transferee 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.

**License, installation and use conditions and restrictions.** By activating the licenses for the Product, you accept that core system data (such as number of used devices) is exchanged and stored in Milestone's licensing system. The sole purpose of gathering and maintaining such data is to enable Milestone and its channel partners, to enforce license management of the Milestone products. You agree to not alter, modify, or in any way tamper with the data transmitted to the online service. This EULA applies to all Products, with the following individual terms and conditions valid for the mentioned specific products:

**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 conditions and restrictions:

1. The "Management Server" component of the Product may be installed on an unrestricted 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 unrestricted number of computers designated as Recording Servers and Failover Recording Servers. The Recording Servers and Failover Recording Servers must be managed by the designated Management Server(s) specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2016 Express Edition (<http://www.microsoft.com/en-us/download/details.aspx?id=56840>).
5. The Product may, with the exceptions stated in paragraph 9 and 10 below, 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.
6. The Product may only be used for surveillance of property or land that is owned or controlled by you, or you have acquired and maintain the required legal permissions when monitoring property or land not owned or controlled by you.

7. Using Milestone Federated Architecture, the Product may without being subject to additional licensing be used to connect other Milestone XProtect Corporate or Milestone XProtect Expert systems, provided that the federated system is rightfully licensed.
8. Using Milestone Interconnect, the Product may be used to connect other Milestone video management software products and other Milestone approved products (please refer to Milestone's web site [http://www.milestonesys.com/milestoneinterconnect\\_compatibility](http://www.milestonesys.com/milestoneinterconnect_compatibility) for the latest overview of compatible products) belonging to you or a third party. The use of Milestone Interconnect is subject to the following conditions: a) any interconnected system must be fully licensed with rightfully obtained license rights, b) you through purchase or subscription have rightfully obtained Milestone Interconnect camera licenses for the cameras that shall be accessible in the Milestone XProtect Corporate system.
9. The Product may be remotely operated and managed by a third party using Milestone Federated Architecture, provided that you have acquired and maintain the required legal permissions to conduct the surveillance.
10. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
11. When the Product is used with third party map applications (such as Google Maps, Microsoft® Bing™ Maps or OpenStreetMap), it is your sole responsibility to ensure that you have obtained adequate legal rights to use such map applications, and that the usage complies with the terms and conditions of the used third party applications.
12. You acknowledge that the Product uses data from OpenStreetMap (<http://www.openstreetmap.org/>)<sup>©</sup> contributors. Any rights in individual contents of the database are licensed under the Database Contents License: <http://opendatacommons.org/licenses/dbcl/1.0/>. As a part of this, you also accept to respect the tile usage policy ([http://wiki.openstreetmap.org/wiki/Tile\\_usage\\_policy](http://wiki.openstreetmap.org/wiki/Tile_usage_policy)), including heavy use limitations in areas of bulk and unnecessary download of tiles.
13. Advanced Audio Coding (AAC). Since the Product contains AAC functionality, the following provision applies: AAC is a licensed technology and as such requires a license under applicable patents in the AAC patent portfolio. The AAC license is available from VIA LICENSING CORPORATION. A limited number of AAC licenses are available through your Product from Milestone Systems. Any Milestone product that supports AAC functionality includes two viewing client licenses with the base license. When more than two viewing clients are needed, you will need to purchase additional license packs.
14. In total, for all copies of the Product installed under this EULA, the Product may only be used with as many devices as you through purchase or subscription have rightfully obtained (via your Milestone dealer, or directly via Milestone's Software Registration Service Center on Milestone's web site [www.milestonesys.com](http://www.milestonesys.com)) registered device licenses for under the Software License Code.

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

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

1. The "Management Server" component of the Product may be installed on an unrestricted 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 unrestricted number of computers designated as Recording Servers and Failover Recording Servers. The Recording Servers and Failover Recording Servers must be managed by the designated Management Server(s) specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2016 Express Edition (<http://www.microsoft.com/en-us/download/details.aspx?id=56840>).
5. The Product may, with the exceptions stated in paragraph 6 and 7 below, 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.
6. The Product may, with the exceptions stated in paragraph 7 below, be remotely operated and managed by a third party using Milestone Federated Architecture, provided that you have acquired and maintain the required legal permissions to conduct the surveillance.
7. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
8. When the Product is used with third party map applications (such as Google Maps, Microsoft® Bing™ Maps or OpenStreetMap), it is your sole responsibility to ensure that you have obtained adequate legal rights to use such map applications, and that the usage complies with the terms and conditions of the used third party applications.
9. You acknowledge that the Product uses data from OpenStreetMap (<http://www.openstreetmap.org/>)<sup>©</sup> contributors. Any rights in individual contents of the database are licensed under the Database Contents License: <http://opendatacommons.org/licenses/dbcl/1.0/>. As a part of this, you also accept to respect the tile usage policy ([http://wiki.openstreetmap.org/wiki/Tile\\_usage\\_policy](http://wiki.openstreetmap.org/wiki/Tile_usage_policy)), including heavy use limitations in areas of bulk and unnecessary download of tiles.
10. Advanced Audio Coding (AAC). Since the Product contains AAC functionality, the following provision applies: AAC is a licensed technology and as such requires a license under applicable patents in the AAC patent portfolio. The AAC license is available from VIA LICENSING CORPORATION. A limited number of AAC licenses are available through your Product from Milestone Systems. Any Milestone product that supports AAC functionality includes two

viewing client licenses with the base license. When more than two viewing clients are needed, you will need to purchase additional license packs.

11. In total, the Product installed under this EULA may only be used with as many devices as you through purchase or subscription rightfully have obtained (via your Milestone dealer, or directly via Milestone's Software Registration Service Center on Milestone's web site [www.milestonesys.com](http://www.milestonesys.com)) registered device licenses for under the Software License Code.

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

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

1. The "Management Server" component of the Product may be installed on an unrestricted 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 unrestricted number of computers designated as Recording Servers. The Recording Servers must be managed by the designated Management Server(s) specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2016 Express Edition (<http://www.microsoft.com/en-us/download/details.aspx?id=56840>).
5. The Product may, with the exceptions stated in paragraph 6 below, 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.
6. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
7. Advanced Audio Coding (AAC). Since the Product contains AAC functionality, the following provision applies: AAC is a licensed technology and as such requires a license under applicable patents in the AAC patent portfolio. The AAC license is available from VIA LICENSING CORPORATION. A limited number of AAC licenses are available through your Product from Milestone Systems. Any Milestone product that supports AAC functionality includes two viewing client licenses with the base license. When more than two viewing clients are needed, you will need to purchase additional license packs.
8. In total, the Product installed under this EULA may only be used with as many devices as you through purchase or subscription rightfully have obtained (via your Milestone dealer, or directly via Milestone's Software Registration Service Center on Milestone's web site [www.milestonesys.com](http://www.milestonesys.com)) registered device licenses for under the Software License Code.

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

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

1. The Product may be installed on an unrestricted number of computers designated as Master Servers per Software License Code.
2. The Product may be installed on an unrestricted 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. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2016 Express Edition (<https://www.microsoft.com/en-us/download/details.aspx?id=56840>)
5. The Product may, with the exceptions stated in paragraph 7 below, 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.
6. 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.
7. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
8. In total, for all copies of the Product installed under this EULA, the Product may only be used with as many devices as you through purchase or subscription have rightfully obtained (via your Milestone dealer or from Milestone's Software Registration Service Center on Milestone's web site [www.milestonesys.com](http://www.milestonesys.com)) registered device licenses for under the Software License Code.

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

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

1. The "Management Server" component of the Product may be installed on one (1) computer, or cluster of computers, designated as Management Server and possible clustered Management Failover Server per Software License Code.

2. The "Recording Server" component of the Product may be installed on one (1) computer designated as Recording Server. The Recording Server 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. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2016 Express Edition (<http://www.microsoft.com/en-us/download/details.aspx?id=56840>).
5. The Product may, with the exceptions stated in paragraph 6 below, 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.
6. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
7. Advanced Audio Coding (AAC). Since the Product contains AAC functionality, the following provision applies: AAC is a licensed technology and as such requires a license under applicable patents in the AAC patent portfolio. The AAC license is available from VIA LICENSING CORPORATION. A limited number of AAC licenses are available through your Product from Milestone Systems. Any Milestone product that supports AAC functionality includes two viewing client licenses with the base license. When more than two viewing clients are needed, you will need to purchase additional license packs.
8. In total, the Product installed under this EULA may only be used with as many devices as you through purchase or subscription rightfully have obtained (via your Milestone dealer, or directly via Milestone's Software Registration Service Center on Milestone's web site [www.milestonesys.com](http://www.milestonesys.com)) registered device licenses for under the Software License Code.

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

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

1. The Product may only be installed on one (1) 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. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2016 Express Edition (<http://www.microsoft.com/en-us/download/details.aspx?id=29062>).
4. The Product may, with the exceptions stated in paragraph 6 below, 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.
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. The Product may be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
7. In total, the Product may only be used with as many devices as you through purchase or subscription have rightfully obtained (via your Milestone dealer or from Milestone's Software Registration Service Center on Milestone's web site [www.milestonesys.com](http://www.milestonesys.com)) registered device licenses for under the Software License Code.

**Installation and Use** – for the **Milestone Husky™ M-series NVRs** (covers the following products: **Milestone Husky™ M20, Milestone Husky™ M30 and Milestone Husky™ M50**, including all variants of these products) the following applies:

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

1. Any purchase of the Product requires prior acceptance of this End User License Agreement.
2. The Milestone Husky NVR software may, and can, only be used with the computer hardware and operating system with which it is delivered, and the Software License Code provided by Milestone. Should critical parts of the hardware need to be replaced, the software may be re-installed and activated with a new Software License Code, obtained via your Milestone dealer or from Milestone's Software Registration Service Center on Milestone's web site [www.milestonesys.com](http://www.milestonesys.com).
3. The Product may, with the exceptions stated in paragraph 5 below, 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 be remotely operated and managed by you or a third party using Milestone Interconnect, provided that: a) you or the third party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
6. The Product has been designed for use with a maximum number of devices. Please consult your Milestone Dealer or your product documentation if you need additional information. The Product may not be used with more devices



than designed for and for which you have purchased and rightfully obtained the corresponding license data for under the Software License Code.

**Installation and Use** – for the **Milestone Husky™ X-series NVRs** (covers the following products: **Milestone Husky™ X2 and Milestone Husky™ X8**, including all variants of these products) the following applies:

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

1. The Milestone XProtect VMS software and software utilities delivered with the Product, including, but not limited to, Husky Assistant and Husky Recovery Tool, may, and can, only be used with the computer hardware and operating system with which it is delivered.
2. Product software updates and recovery images provided by Milestone for the product may, and can, only be used with the Product
3. The Product is preloaded with Milestone XProtect VMS software. The use of the XProtect VMS software is subject to the terms and conditions for the specific product (refer to relevant section in this End User License Agreement) conditioned by the use of a rightfully obtained and registered Software License Code.
4. The Product includes an embedded Microsoft Windows Operating System. The included Microsoft Windows license gives you free access to possible updates to the Windows Operating System that Microsoft may release. It is your responsibility to keep the Windows Operating System current according to the Microsoft's guidelines. Milestone does not accept any responsibility for the compatibility of future software updates of the Windows Operating System, and future versions of the Microsoft Windows Operating System may change the use of available system resources in the Product, which may impact the overall performance of the Product. The Product is further dimensioned and designed for the included version of Microsoft Windows operating system. Milestone cannot guarantee the compatibility with other versions of Microsoft Windows operating systems.
5. The included Microsoft Windows Operating System must only be used together with the Product and must hence not be used on any other computer hardware. The terms and conditions for the use of the Microsoft Windows Operating System is regulated by Microsoft's End User License Agreement.

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

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

1. The "Management Server" component of the Product may be installed on one (1) computer, or cluster of computers, designated as Management Server and possible clustered Management Failover Server per Software License Code.
1. The "Recording Server" component of the Product may be installed on one (1) computer designated as Recording Server. The Recording Server must be managed by the designated Management Server specified above.
2. The Product may only be used on computers running operating systems for which the Product was designed.
3. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2016 Express Edition (<http://www.microsoft.com/en-us/download/details.aspx?id=56840>).
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. In total, the Product installed under this EULA may only be used with maximum eight (8) devices.
6. The Product needs to be connected to the Internet to complete the installation and to activate the license.
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 Access** product the following applies:

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

1. The Product may only be used with the Milestone XProtect VMS product (any Milestone XProtect VMS product, except XProtect Essential+) or the Milestone Husky NVR unit (any Milestone Husky NVR product, except Husky M10) for which the license through purchase or subscription has rightfully been obtained.
2. The Product may be operated from an unrestricted number of XProtect Management Applications/XProtect Management Clients and XProtect Smart Clients connected to the Milestone XProtect VMS system or the Milestone Husky NVR unit.
3. To facilitate communication with third party systems an unrestricted number of XProtect Access plug-ins may be installed on the Event Server in the Milestone XProtect VMS system or the Milestone Husky NVR unit. In addition to the general restrictions in Milestone's liability defined in the section "Limitation of Liability" above, Milestone does not accept any liability arising out of the use of or inability to use the Product when the plug-ins have been provided by another party than Milestone, or when the Milestone provided XProtect Access plug-in is used with a third party product or version of a third party product that it has not been designed and validated for. Further, Milestone does not accept any liability arising out of the use of or inability to use the Product caused by errors in any third party product that XProtect Access is used together with.
4. The Product may only be used in connection with officially compatible Milestone XProtect VMS products and Milestone Husky NVR units.
5. Milestone XProtect Access may only be used with as many doors as you have purchased and registered door licenses to for the Product by the Software License Code.

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

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

1. The Product may only be used with the Milestone XProtect VMS product (any Milestone XProtect VMS product, except XProtect Essential+) or the Milestone Husky NVR unit (any Milestone Husky NVR product, except Husky M10) for which the license through purchase or subscription has rightfully been obtained.
2. The Milestone XProtect LPR may be installed on an unrestricted number of computers designated as XProtect LPR Servers per 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 used in connection with officially compatible Milestone XProtect VMS products and Milestone Husky NVR units. When used together with officially compatible Milestone products the Product may also be used together with third party products/components built upon the Milestone Integration Platform Software Development Kit.
5. The Milestone XProtect LPR Plug-in may be installed on an unrestricted number of computers designated as Event Servers, or as Recording Servers, or on computers running the Management Client application.
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 XProtect LPR License Plate Libraries may be deployed on an unrestricted number of XProtect LPR Servers.
8. Milestone XProtect LPR may only be used with as many XProtect LPR License Plate Libraries as you have purchased and registered for the Product by the Software License Code.

**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 conditions and restrictions:

1. The Product may only be used with the Milestone XProtect VMS product (any Milestone XProtect VMS product, except XProtect Essential+) or the Milestone Husky NVR unit (any Milestone Husky NVR product, except Husky M10) for which the license through purchase or subscription has rightfully been obtained.
2. The Product may be operated from an unrestricted number of XProtect Management Applications/XProtect Management Clients and XProtect Smart Clients connected to the Milestone XProtect VMS system or the Milestone Husky NVR unit.
3. The Product may only be used in connection with officially compatible Milestone XProtect VMS products and Milestone Husky NVR units. When used together with officially compatible Milestone products the Product may also be used together with third party products/components built upon the Milestone Integration Platform Software Development Kit.
4. 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 XProtect Transact.

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

Milestone hereby grants you the right to install and use an unrestricted number of copies of the Product with the following conditions and 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 VMS product or a Milestone Husky NVR unit. When used together with a Milestone XProtect VMS product or a Milestone Husky NVR unit, 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 or the Milestone Integration Platform Software Development Kit.
3. When used together with officially compatible Milestone products the Product may also be used together with third party products/components built upon the Milestone Integration Platform Software Development Kit
4. The use of the Product is further restricted by the End-user License Agreement of the Milestone XProtect VMS product.

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

1. The Product may be used with XProtect Corporate systems without being subject to separate licensing. The Product may be used together with XProtect Expert for which an XProtect Smart Wall base license through purchase or subscription has rightfully been obtained.
2. The Product may be operated from an unrestricted number of XProtect Management Clients and XProtect Smart Clients connected to the XProtect Corporate system.
3. The use of the Product is further restricted by the End-user License Agreement of the Milestone XProtect VMS product.

**Installation and Use** – for the **Milestone Mobile server** product the following applies:

Milestone hereby grants you the right to install and use an unrestricted number of copies of the Product with the following conditions and 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 rightfully licensed Milestone XProtect VMS product or Milestone Husky NVR unit.
3. The use of the Milestone Mobile server is further restricted by the End-user License Agreement of the Milestone XProtect VMS product or Milestone Husky NVR unit it's used together with.
4. By accepting the present EULA you accept terms and conditions on behalf of all end users of Milestone Mobile client and Milestone XProtect Web Client which you allow to connect to Milestone Mobile server.
5. The use of Smart Connect, Video Push and Mobile Push notifications relies on third party services and network connectivity such as notification services and wireless communication networks. In addition to the general

restrictions in Milestone's liability defined in the section "Limitation of Liability" above, Milestone does not accept any liability arising out of the use of or inability to use any of these capabilities directly, or indirectly, caused by any of third party network or service component used to provide these capabilities.

6. The use of the Smart Connect and Mobile Push Notification capabilities is conditioned by a valid Milestone Care Plus service contract. Milestone accepts no liability for possible interruptions in the service caused by failure to renew the Milestone Care Plus coverage in due time.
7. Additional third party charges may apply for using the Milestone Mobile service, including, but not limited to, communication cost and third party service subscriptions.

**Installation and Use** – for the **Milestone Mobile client** product the following applies:

Milestone hereby grants you the right to install and use an unrestricted number of copies of the Product with the following conditions and restrictions:

1. The Product may only be used on devices running operating systems for which the Product was designed.
2. The Product may only be used together with Milestone Mobile server, or dedicated product evaluation environments provided by Milestone.
3. The use of the video push functionality is subject to licensing in the Milestone XProtect VMS product or Milestone Husky NVR unit it is used together with, where each named user of the Milestone Mobile client wanting to make use of the video push functionality requires one (1) camera license in the Milestone XProtect VMS product or Milestone Husky NVR unit.

**Use** – for the **Milestone XProtect Web Client** product the following applies:

Milestone hereby grants you the right to use the Product on an unrestricted number of computers and devices with the following conditions and restrictions:

1. By using the Milestone XProtect Web Client you accept Milestone's general terms in this EULA.
2. The Product may only be used on computers and devices running operating systems for which the Product was designed.
3. The Product may only be used together with Milestone Mobile server, or dedicated product evaluation environments provided by Milestone.

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

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

8. The Product may be installed on an unrestricted number of computers, and other devices, running the operating system for which the Product was designed (hereafter referred to as computers).
1. The Product may only be used for surveillance or for other video recording purposes of computers owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers' or clients' computers.
2. The Product may only be used together with Milestone XProtect VMS products and Milestone Husky NVR units.
3. For each use instance of the Product, one (1) camera license is required in the Milestone XProtect VMS product or Milestone Husky NVR unit.
4. The use of the Product is further restricted by the End-user License Agreement of the Milestone XProtect VMS product or the Milestone Husky NVR unit.

**Installation and Use** – for the **Milestone XProtect Input Unit Plug-ins** products the following applies:

1. The Product may only be used in connection with the XProtect Smart Client when used together with a Milestone XProtect VMS product or a Milestone Husky NVR unit, and shall be subject to the installation and use restrictions for these Products as set out in this EULA.
2. The Product may be installed on an unrestricted number of computers under one (1) Software License Code, as long as each of these computers have a valid license for the Product.

**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 unrestricted number of copies of the Download Manager with the following conditions and 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 or Milestone Integration Platform 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 Software Manager** utility the following applies:

Milestone hereby grants you the right to install and use an unrestricted number of copies of the Milestone Software Manager with the following conditions and restrictions:



1. The Milestone Software Manager may only be used in connection with computers running operating systems for which the Milestone Software Manager was intended as well as in connection with computers running future operating systems Milestone may confirm to be supported by the Milestone Software Manager.
2. The Milestone Software Manager may only be used in connection with the Milestone XProtect products for which Milestone Software Manager was originally intended as well as with future products Milestone may confirm to be supported by the Milestone Software Manager.
3. By using the Milestone 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 Milestone 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.

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

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

1. The Product and its individual Device Drivers may only be used with officially compatible and rightfully licensed Milestone XProtect VMS products or Milestone Husky NVR units.
2. The Product and its individual Device Drivers may only be used on computers running operating systems for which the Product was designed.
3. The Product and its individual Device Drivers may be installed on an unrestricted number of computers designated as Recording Servers, Failover Recording Servers or NVR units.

**Installation and Use** – for the **Milestone ONVIF Bridge** product the following applies:

Milestone hereby grants you the right to install and use the Product with the following conditions and 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 rightfully licensed Milestone XProtect VMS (except XProtect Essential+) or Milestone Husky NVR unit supporting the Milestone Integration Platform.

**Installation and Use** – for the **Milestone System Watch** utility the following applies:

Milestone hereby grants you the right to install and use an unrestricted number of copies of the Milestone System Watch with the following conditions and restrictions:

1. The Milestone System Watch may only be used in connection with computers running operating systems for which the Milestone System Watch was intended as well as in connection with computers running future operating systems Milestone may confirm to be supported by the Milestone System Watch.
2. The Milestone System Watch may only be used in connection with the approved Milestone products. The approved Milestone products are: XProtect Express, XProtect Professional, Milestone Husky M30 and Milestone Husky M50; the Milestone System Watch may not be used separately, in connection with non-approved Milestone products, or in connection with non-Milestone products.

**Installation and Use** – for the **Milestone DirectShow Filter** product ("DirectShow Filter") the following applies:

Milestone hereby grants you the right to install and use the DirectShow Filter with the following conditions and restrictions:

1. The DirectShow Filter may be installed on an unrestricted number of computers running the operating system for which the Product was designed (hereafter referred to as computers).
2. The DirectShow Filter 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.
3. The DirectShow Filter may only be used in connection with a Milestone XProtect VMS product, or a Milestone Husky NVR; the Product may not be used separately, in connection with non-approved Milestone products, or in connection with non-Milestone products.
4. The use of the DirectShow Filter is further restricted by the End-user License Agreement of the Milestone XProtect VMS product or the Milestone Husky NVR unit.
5. The user agrees and warrants not to use the DirectShow Filter, or other technical tools, in ways that will enable a Milestone product to be used in a way that infringe Milestone's End User License Agreement or licensing system for that product.
6. Even though Milestone strives to keep a high quality level of the Product, and to make it compatible with future versions of the Products, the user of the Product understands and accepts that: a) The Product may contain incorrect, misleading or out-dated material, documentation or sample products and source code. b) The Product may be incompatible with previous, present or future versions of the Milestone products. c) The Product may lack certain functionality or be incomplete in certain areas.

**Installation and Use** – for the **MIP SDK** (Milestone Integration Platform Software Development Kit) 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 used for evaluation or development purposes.
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.
4. The Product may only be used in connection with Milestone XProtect products, Milestone Husky NVR products supporting the Milestone Integration Platform Software Development Kit, and approved OEM versions of Milestone XProtect products; the Product may not be used separately, in connection with non-Milestone products.
5. You may redistribute to 3<sup>rd</sup> parties the parts of the Product which have been specifically designated as redistributable components (these are the run-time executable files contained in the following subfolders of the Product's installation folder: \bin, cabinet files from \CabFiles as well as the MilestoneDirectShow.exe installer under \installers), and provided that all licensing agreements, to include but not limited to those listed in the "3<sup>rd</sup> party software terms and conditions.txt" file in the \bin folder for the Product's installation folder, are included in such redistribution, in connection with your own components as a part of a total solution used together with the rightly licensed Milestone approved product.
6. The use of the Product is further restricted by the standard clauses mentioned in End-user License Agreement of the Milestone product, or the OEM version of the Milestone product it is used together with.
7. You agree and warrant not using the Product, or other technical tools, in ways that will enable an end user to use a Milestone product, or an OEM version of a Milestone product in a way that may infringe the End User License Agreement covering the specific product, or break or circumvent the licensing system for the Milestone product or the OEM version of a Milestone product.

**Use** – for the **Milestone Customer Dashboard** utilities the following applies:

Milestone hereby grants you the right to enable and use the Milestone Customer Dashboard. By enabling the functionality you accept the following conditions and restrictions:

1. You agree to not alter, modify, or in any way tamper with the data transmitted to the online service.
2. Milestone cannot be held responsible for any loss of data caused by disruptions in communication between the product and online service, or from the online service and the used client.
3. You consent to share system configuration and performance data with the Milestone Customer Dashboard service. Examples of such system data is error information originating from cameras, system or network failures.
4. You also consent authorized Milestone partners to access the system configuration and performance data with the sole purpose of providing customer support services to you.
5. In addition to the general restrictions in Milestone's liability defined in the section "Limitation of Liability" above, Milestone does not accept any liability arising out of a Milestone partner's misuse of, or inability to use the Milestone Customer Dashboard.
6. The use of Milestone Customer Dashboard is conditioned by a valid Milestone Care Plus service contract. Milestone accepts no liability for possible interruptions in the service caused by failure to renew the Milestone Care Plus coverage in due time.
7. Additional third party charges may apply for using the Milestone Customer Dashboard service, including, but not limited to, communication cost.