

# 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 and their consent to provide end-user personal data for registration with Milestone Systems if such voluntary option is applied.

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, deploying, 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. Furthermore, this return policy does not apply to the Milestone Husky products and related hardware. 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. The licensing of the Product does not constitute a lease or a sale of intellectual property rights, or any transfer of the ownership of any intellectual property rights in the Product.

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.

**Affiliated Companies.** The license you have been granted under this EULA for Milestone XProtect Corporate, Milestone XProtect Expert and/or Milestone XProtect Professional+ allows you to grant access to and permit the use of such Product by your Affiliated Companies and their respective employees, representatives and other persons working for your Affiliated Companies, provided that you will at all times remain fully responsible for the Affiliated Companies’ access and use of the Product in compliance with the terms of this EULA. This right also covers Milestone XProtect Extensions and Components purchased by you for Milestone XProtect Corporate, Milestone XProtect Expert and/or Milestone XProtect Professional+. You shall ensure that (i) your Affiliated Companies each submit to this EULA before they are granted access to the Product, and (ii) your Affiliated Companies are in compliance with the terms of this EULA. For the purpose of this EULA, “Affiliated Companies” include any corporate entity that, either directly or indirectly, is controlled by you, or controls you, or under common control with you, where “control” shall mean the ownership of more than fifty percent of the voting securities entitling to the right to elect or appoint the majority of the board of directors, or a similar managing authority.

**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; XProtect Update 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.

**AWS Cloud Deployment.** Milestone XProtect VMS products are also delivered as an Amazon Machine Image (“AMI”) under the bring-your-own-license model (“BYOL”), or with included license for Milestone XProtect® Essential+, and can be deployed on AWS cloud services infrastructure by using the associated CloudFormation script. This script performs a default deployment of the Product in a new Virtual Private Cloud (“VPC”) under your AWS account. You can modify the CloudFormation script, or the default deployment produced by it to the extent required for the deployment of the Product in your specific AWS cloud services infrastructure. The CloudFormation script is provided “as is” without warranty of any kind, including, without limitation, the implied warranty of fitness for a particular purpose. Milestone expressly disclaims any warranty and accepts no responsibility for modifications to the CloudFormation script or to the default deployment produced by it. The entire risk and responsibility arising out of deployment and use of the deployed Product remains with you as the user.

**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.

The Product may include HEVC/H.265 technology that is licensed under the HEVC Advance Patent Portfolio License and the use of such technology is covered by one or more claims of the patents listed at [patentlist.hevcadvance.com](http://patentlist.hevcadvance.com).

**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 with 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.

In accordance with the Milestone Human Rights Policy, Milestone seeks to avoid causing or contributing to adverse human rights impacts, including through the use of the Product. This EULA therefore does not cover use of the Product for the purpose of, or in connection with, any violation of, or adverse impact on the human rights of any individual person or group of people as set out in the United Nations Universal Declaration of Human Rights, or other internationally recognized regional human rights systems, including the EU Charter of Fundamental Rights. Any such use is prohibited under these terms and the Milestone Human Rights Policy 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. Similarly, Milestone reserves the right to terminate the Product license without prior notice where a human rights grievance report has been submitted through the Milestone Grievance Mechanism and substantiated through the Milestone internal process for human rights grievance investigation, handling and remediation.

**Data privacy and protection.** You represent and confirm that you are aware that the Product collects and processes personal data, supplied through any video source, including cameras, DVRs, NVRs or in any other manner, and that Milestone and its licensors shall have no responsibility or liability in connection with the manner of which such personal data is collected and processed as input to the Product or by using the Product, its quality or its sufficiency nor shall have any independent access to any such collected and processed personal data, and that Milestone and its licensors shall have no responsibility or liability as to your rights and obligations under any

applicable law to collect, process or use personal data, including, but not limited to the GDPR and any other privacy and data protection laws.

**Copenhagen Clause.** Milestone is a signatory to the Copenhagen Letter, a technology declaration to aspire to open and honest public conversation about the power of technology and how technology should enhance the quality of life. We who shape technology must reflect on how technology affects human needs and behaviors, and how we further the responsible use of technology. Milestone encourages our partners not only to involve themselves in this important discussion on responsible use of technology, but to also sign the Copenhagen Letter at <https://www.milestonesys.com/company-news/milestone/csr/the-copenhagen-letter/> and adopt a corresponding Copenhagen Clause into their own agreements.

**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.

**Third-party Licenses.** The Products include rights for you to use certain third-party software as set out in the documentation for the specific Product. You may use and integrate the Products with other third-party software and it is your responsibility when installing to investigate and obtain usage rights to any such third-party software for your purpose.

**Milestone Product Lifecycle.** Your use of the Product is also subject to the Milestone Product Lifecycle, cf., <https://www.milestonesys.com/support/tools-and-references/product-lifecycle/>. Subject to the Milestone Product Lifecycle, and unless otherwise defined therein for a specific Product, license activation is available for 10 years after Product's general availability. After 10 years, it may no longer be possible to add new IP devices and/or replace IP devices connected to and enabled in the Product. However, subject to this EULA, you will retain your right to use the Product, and the existing XProtect system will continue to operate.

**Miscellaneous.** (a) You may make as many copies of the Product as may be necessary for backup and archival purposes, subject to an obligation to reproduce all proprietary notices on such copies. (b) You may not distribute, sublicense or otherwise make available the Product to third parties except as expressly permitted in this EULA. (c) You may not reverse engineer, decompile, modify, 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.

**Export control.** The scope of your rights and the license granted under this EULA shall be subject to any applicable sanctions, export control regulations or other trade restrictive measures imposed by the United Nations, the United States of America, the United Kingdom, Denmark and/or the European Union. You shall not use the Product nor exercise any license rights granted hereunder if such use is prohibited by, or subject to any applicable sanctions, export control regulations or other trade restrictive measures. Milestone shall not be obliged to license and provide any Milestone Products if it would be prohibited pursuant to applicable sanctions or export control laws or regulations. Milestone shall not be obligated to fulfill this EULA if such fulfillment is prevented by any restrictions and impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

**Termination.** Without prejudice to any other rights, Milestone may terminate this EULA if you fail to comply with its terms and conditions and/or if you fail to comply with or in order for Milestone to comply with applicable export control requirements, without any right for you to claim damages, refunds or any compensation. In such event you must immediately cease using the Product, destroy all copies of it, and certify such destruction in writing.

**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.** Milestone XProtect VMS products support IP devices. IP devices can be cameras, encoders, video services or other types of video and non-video devices that are addressed through a unique IP address in the applied installation of the Product. For *IP devices with one IP address* included in the Milestone Supported Device List, one device license is needed per IP device connected to and enabled in the Product. For *IP devices with more than one enabled IP address*, the number of required device licenses is specified in the Milestone Supported Device List. Please check the supported IP devices, the required number of licenses and the exceptions in the Supported Device List at <https://www.milestonesys.com/support/software/supported-devices>. The following exceptions for IP devices with one IP address apply: (i) for IP devices connected to the Product through intermediate device or intermediate system one device license per enabled video channel is required; (ii) IP devices with multiple lenses or sensors, and encoders with up to 16 connected analog cameras, count as only one IP device; (iii) for encoders with more than 16 channels one device license per enabled video channel is required. Additional specific exceptions may apply, please refer to the Milestone Supported Device List for the details.

For IP devices not included in the Milestone Supported Device List and for the Video Processing Service Driver included in the Milestone MIP SDK, the following apply: (i) IP devices with video capabilities require one device license per enabled video channel, (ii) IP devices without video capabilities require one device license per IP address. Specific license terms may apply for the specific XProtect® VMS products, please refer to the Products' specific terms and conditions, and (iii) the Video Processing Service Driver when receiving video from any connected video processing system or any directly or indirectly connected device, requires one device license per enabled video channel.

**Collection and registration of system data.** By activating the licenses for the Product, you accept that core system data (such as number of used devices) is exchanged and stored in the Milestone's licensing system. A unique key for each license and each device connected to the system is generated. Milestone collects the MAC addresses of the devices connected and keeps track of the number of times cameras are registered and deleted to make sure the licenses are used according to the EULA. Milestone also registers the IP address of the server that activates the license. For systems using Milestone's push notifications, Milestone keeps track of the Globally Unique Identifier ("GUID") of the mobile server and the mobile devices that are registered to receive the notifications and email addresses that are entered to receive push notifications. If you use any plug-ins or other integrated applications with the Product, basic data about such applications will also be collected and sent to Milestone when activating the licenses for the Product. The data about integrated applications include information, such as: the manufacturer's name, the name and version of the integration. The purpose of gathering and maintaining of the system data is to enable Milestone and its channel partners, to enforce license management of the Milestone products. For integrated applications, Milestone will use collected data for statistical and analytical purposes. You agree to not alter, modify, or in any way tamper with the data transmitted to the online service.

**End-user Data, General Data Protection Regulation.** When purchasing licenses to the Product through our channel partners, the business information of your company must be provided and registered with Milestone. You may also need to provide Milestone with information on your contact persons in form of name, email, and phone number. Milestone reserves the right to collect your business information and contact data via Milestone channel partners, including as part of ordering and purchase process for Product(s). It is your responsibility to provide correct and up-to-date data, as well as to inform any relevant contact person(s) (e.g., your employees) of the collection and transfer of their data to Milestone, including if the data is collected via Milestone channel partners. The Product cannot be purchased and, consequently, the license cannot be granted to you unless and until the required data is provided, including via Milestone channel partners as applicable, and Milestone is able to verify you as the End-user and licensee of the Product in accordance with the Milestone verification and screening policy. The purpose of gathering and maintaining such information is to enable Milestone to verify you as the End-user and licensee of the Product, including for the purpose of compliance with applicable regulatory requirements, e.g., export control, and with Milestone's responsible technology principles, as well as to enable Milestone and its channel partners to enforce license management, carry out the Milestone partner programs and human rights due-diligence, and to provide maintenance and support for the Product, including for the purpose of Milestone Care. Milestone is a data controller with respect to the personal data collected and used hereunder. Milestone treats your personal data in accordance with our Privacy Policy (<https://www.milestonesys.com/privacy-policy/>).

This EULA applies to all Products, with its general terms and specific terms and conditions valid for the mentioned individual products as detailed in the following sections:

## Milestone XProtect® VMS

## Milestone XProtect® Corporate

**Installation and Use** – for the **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 2022 Express Edition (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)
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, except for your Affiliated Companies as specified above, cf. general terms of this EULA, section “Affiliated Companies”.
6. The Product may only be used for surveillance of property or land that is owned or controlled by you, or by your Affiliated Companies, 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 XProtect Corporate or 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 <https://www.milestonesys.com/products/expand-your-solution/milestone-extensions/interconnect/milestone-interconnect-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 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 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 can also use the Product with the Milestone Map Service that will allow you to get access to OpenStreetMap (<http://www.openstreetmap.org>)© data. This data will be provided to you “as is”, including best-effort availability, and without any warranty of any kind, either express or implied, whether of title, of accuracy, of absence of errors, of fitness for purpose, or otherwise. Any damages resulting from the use of the Milestone Map Service are disclaimed.
13. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for in accordance with the rules specified in the EULA general terms, “License, Installation and Use Conditions and Restrictions”.

## Milestone XProtect® Expert

**Installation and Use** – for the **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 2022 Express Edition (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>).

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, except for your Affiliated Companies as specified above, cf. general terms of this EULA, section "Affiliated Companies".
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 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 can also use the Product with the Milestone Map Service that will allow you to get access to OpenStreetMap (<http://www.openstreetmap.org>)© data. This data will be provided to you "as is", including best-effort availability, and without any warranty of any kind, either express or implied, whether of title, of accuracy, of absence of errors, of fitness for purpose, or otherwise. Any damages resulting from the use of the Milestone Map Service are disclaimed.
10. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for in accordance with the rules specified in the EULA general terms, "License, Installation and Use Conditions and Restrictions".

## Milestone XProtect® Professional+

**Installation and Use** – for the **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 2022 Express Edition (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>).
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, except for your Affiliated Companies as specified above, cf. general terms of this EULA, section "Affiliated Companies".
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. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for in accordance with the rules specified in the EULA general terms, "License, Installation and Use Conditions and Restrictions".

## Milestone XProtect® Express+

**Installation and Use** – for the **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 2022 Express Edition (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>).
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. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for in accordance with the rules specified in the EULA general terms, "License, Installation and Use Conditions and Restrictions".

## Milestone XProtect® Essential+

**Installation and Use** – for the **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.
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 2022 Express Edition (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>).
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, the Product installed under this EULA may only be used with maximum eight (8) activated IP devices. Subject to this limitation of eight (8) activated IP devices, you acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for in accordance with the rules specified in the general terms of this EULA, "License, Installation and Use Conditions and Restrictions".
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.

## XProtect® Clients

### Milestone XProtect® Smart Client

**Installation and Use** – for the **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 XProtect VMS product or a Milestone Husky NVR unit. When used together with a 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 XProtect VMS product applied.

### Milestone XProtect® Web Client

**Use** – for the **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 the officially supported version of Milestone XProtect Mobile server or dedicated product evaluation environments provided by Milestone. Please see <https://doc.milestonesys.com/latest/en-US/portal/htm/chapter-page-webc.html/>.

## Milestone XProtect® Mobile

**Installation and Use** – for the **XProtect 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 the officially supported version of XProtect Mobile server or dedicated product evaluation environments provided by Milestone. Please see <https://doc.milestonesys.com/latest/en-US/portal/htm/chapter-page-mobc.htm>
3. The use of the video push functionality is subject to licensing in the XProtect VMS product or Milestone Husky NVR unit it is used together with, where each named user of the XProtect Mobile client wanting to make use of the video push functionality requires one (1) camera license in the XProtect VMS product or Milestone Husky NVR unit.

## Milestone XProtect® Mobile Server

**Installation and Use** – for the **XProtect 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 XProtect VMS product or Milestone Husky NVR unit.
3. The use of the XProtect 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 end-users which you allow to connect to XProtect Mobile server in regard to use of XProtect Mobile and XProtect Web Client.
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 XProtect Mobile service, including, but not limited to, communication cost and third-party service subscriptions.

## Milestone XProtect Extensions and Components

### Milestone XProtect® Access

**Installation and Use** – for the **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 XProtect VMS product (any XProtect VMS product, except XProtect Essential+), or approved OEM versions of these Products, or the Milestone Husky NVR product 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 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 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 XProtect VMS products and Milestone Husky NVR units.
5. 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.

### Milestone XProtect® LPR

**Installation and Use** – for the **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 XProtect VMS product (any XProtect VMS product, except XProtect Essential+), or approved OEM versions of these Products, or the Milestone Husky NVR unit (any Milestone Husky NVR product) for which the license through purchase or subscription has rightfully been obtained.
2. The 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 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 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. 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. 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.

## Milestone XProtect® Management Server Failover

**Installation and Use** – for the **XProtect Management Server Failover** 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 in connection with Milestone XProtect Corporate and Milestone XProtect Expert, in particular starting with R1 2022 version of these Milestone XProtect VMS products and onwards, subject to the Milestone EULA applied to such Milestone XProtect VMS products.
2. The Product may only be used, displayed and performed on one designated system at a time exclusively for your own internal business purpose. The “designated system” shall mean the designated computer system on which you first run the Product and for which a license is provided. The Product may only be used on the designated computer system running operating system for which the Product is designed.
3. If you are temporarily unable to use the Product on the designated system because of conditions beyond your control, you may temporarily use the Product on another designated system (“Back-up System”). For this purpose, a temporary license will be issued by Milestone provided that you give Milestone prior written notice and all information necessary for the issuance of such temporary license. You shall destroy all copies of the Product on any Back-up System when the temporary failure of the designated system is corrected and shall certify such destruction in writing to Milestone within three business days.
4. You may permanently transfer the Product to a different designated system (“Replacement Designated System”) provided that all copies of the Product are removed from the original designated system and destroyed, such destruction to be certified in writing to Milestone within three business days. A new license to enable use on the Replacement Designated System will be issued by Milestone provided that you give Milestone prior written notice and all information necessary for the issuance of such new license.
5. Milestone expressly disclaims any warranty and responsibility for any loss, including loss of data and/or configuration of the Milestone XProtect system, caused by your use of the Product or by the Product disruption.
6. The use of the Product is further restricted by the terms of the Milestone EULA applicable to the applied version of the Milestone XProtect VMS product.
7. In order to use the Product, you must purchase an XProtect Management Server Failover license. Such license must be purchased for both the primary and secondary management server within your designated system.

## Milestone XProtect® Hospital Assist

**Installation and Use** – for the **Milestone XProtect Hospital Assist** 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 consists of the following features: Fall Detection, Privacy Blur, Sticky Note, and Multiroom Audio which you have the right to use subject to the terms of this EULA and purchased license as defined below in this section. The Sticky Note, Privacy Blur and Multiroom Audio features are part of XProtect VMS installer applied by you. Whereas, the Fall Detection feature is to be installed via separate installation files.
2. The Product may only be used with Milestone XProtect VMS products (with exception of Milestone XProtect Essential+) for which a license has been separately purchased by you, in particular with the 2024 versions of XProtect VMS products and above.

3. The Product may only be used on computers running operating systems for which the Product was designed.
4. To use the Product, you must purchase an XProtect Hospital Assist license for each enabled video channel.
5. You acknowledge and accept that the Product is provided “as-is” and is not an approved healthcare product or medical device and cannot be relied upon in lieu of patient monitoring or replace medical care providers. Milestone makes no guarantee, express or implied, that this Product will detect a patient fall. You acknowledge and accept that the Product should be treated only as a secondary support tool and therefore cannot constitute the basic or sole reason for your decision. Any conclusions which are drawn from the analysis of information provided by the Product must at all times be verified with due professional care as well as with conclusions being drawn from information coming from other sources. Any conclusions made by you and any actions taken by you are your responsibility solely.
6. You acknowledge and accept that the Product has undergone testing only within a limited hospital environment. While every effort has been made to ensure its functionality within this setting, it is important to note that IT infrastructure and other conditions in the hospital environments may vary. Therefore, the Product's performance may be affected by different hospital environments.
7. Except as expressly authorized in this EULA, you agree that you will not use the Product with any system or application where the use or failure of such system or application can reasonably be expected to threaten or result in personal injury, death, or loss, including, without limitation, use in connection with any medical, life support or other life critical applications.
8. The use of the Product is further restricted by the terms of the Milestone EULA applicable to the applied version of the Milestone XProtect VMS product.

## Milestone XProtect® Incident Manager

**Use** – for the **Milestone XProtect Incident Manager** product the following applies:

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

1. The Product may only be used in connection with the following Milestone XProtect VMS products or approved OEM versions of these products: Milestone XProtect Corporate version 2022 R2 or later versions, and Milestone XProtect Expert, Milestone XProtect Professional+, and Milestone XProtect Express+ that are version 2022 R3 or later versions of these products.
2. In order to use the Product, you must purchase an XProtect Incident Manager license. If you are using Milestone XProtect Corporate version 2022 R2 or later, the license for the Product is included in and activated together with the license for your Milestone XProtect Corporate product.
3. The use of the Product is also governed and restricted by the terms of the Milestone EULA applicable to the applied version of the Milestone XProtect VMS product, or by the terms of a license agreement applicable to the applied OEM version of the Milestone product.

## Milestone XProtect® Transact

**Installation and Use** – for the **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 XProtect VMS product (any Milestone XProtect VMS product, except XProtect Essential+), or approved OEM versions of these Products, or the Milestone Husky NVR unit (any Milestone Husky NVR product) 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 XProtect VMS system or the Milestone Husky NVR unit.
3. The Product may only be used in connection with officially compatible 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.

## Milestone XProtect® Smart Wall

**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 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 XProtect VMS product.

## Milestone XProtect® 360° Split View Plug-in

**Installation and Use** – for the **Milestone XProtect 360° Split View Plug-in product** the following applies:

1. The Product may only be used in connection with the Milestone XProtect Smart Client when used together with a Milestone XProtect VMS product, or approved OEM versions of these Products, 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.

## Milestone XProtect® Input Unit Plug-ins

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

1. The Product may only be used in connection with the Milestone 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.

## Milestone XProtect® Device Pack

**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.

## Milestone Open Network Bridge

**Installation and Use** – for the **Milestone Open Network 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.

## Milestone XProtect® Download Manager

**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 XProtect VMS product.

## XProtect Update Manager

**Installation and Use** – for the **XProtect Update Manager utilities** (“Update Manager”) the following applies:

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

1. Update Manager may only be used in connection with computers running operating systems supported by Milestone XProtect VMS products. Please see <https://www.milestonesys.com/support/help-and-documentation/system-requirements/>.
2. Update Manager may only be used in connection with the Milestone XProtect VMS products for which Update Manager was originally intended as well as with future products Milestone may confirm to be supported by Update Manager. Please see this Product’s documentation on Milestone website.

3. By using Update Manager to remotely install and update Milestone XProtect VMS 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 that the users of the Remote Computers understand and accept the EULAs of the Milestone XProtect VMS products being installed or updated using Update Manager, even in the case when 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 VMS 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.
4. Milestone expressly disclaims any warranty and responsibility for any Milestone XProtect system disruption as well as any loss, including loss of data and/or configuration of the Milestone XProtect system, caused by your use of the Product or by the Product disruption.

## Husky

### Milestone Husky IVO™ series Video Surveillance Appliances

**Installation and Use** – for the **Milestone Husky IVO™ series Video Surveillance Appliances** (covers the following products: **Milestone Husky 150D, Milestone Husky 350T, Milestone Husky 350R, Milestone Husky 700R, Milestone Husky 1000R and Milestone Husky 1800R**, 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 XProtect VMS software, the Husky Assistant and other possible software utilities, such as Husky Recovery Tool, delivered with the Product, 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 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 EULA) and 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 applicable 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.
6. The Product may include software components from Dell EMC, e.g., integrated Dell Remote Access Controller (iDRAC), and your use of such components is subject to the Dell EMC end-user software license agreement, cf. [https://www.dell.com/learn/us/en/uscorp1/legal\\_terms-conditions\\_dellqrmwebpage/art-software-license-agreements](https://www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellqrmwebpage/art-software-license-agreements).

### Milestone Husky™ X-series NVRs

**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 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 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 EULA) and 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.

## Milestone Husky™ M-series NVRs

**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 EULA.
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 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.

## MIP SDK Tools

### Milestone StableFPS

**Installation and Use** – for the **Milestone StableFPS** 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 and used on an unlimited number of computers where a Milestone XProtect VMS product is installed. The Product may only be used for testing, development, and demonstration purposes.
2. 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. The Product consists of a device driver and prerecorded media streams, including video content. You may not redistribute, sublicense, nor otherwise grant any right to the Product and to its components, including video content, to any third-party. In case any video content is added by you to the Product, it is your responsibility to ensure a legal basis for your use of such video, including a license to use objects of third-party's rights as well as a data subject's consent when such license, consent or other legal basis is required under applicable laws.
3. The Product may only be used for the purpose of demonstrating of Milestone XProtect VMS, or for development, testing and demonstration of applications or systems applied with Milestone XProtect VMS. Milestone does not provide and expressly disclaims any warranty for applications or systems applied with or connected to Milestone XProtect VMS. The entire risk arising out of your use of such applications and systems remains with you as the user, including your responsibility to obtain required licenses for your use of third-party software.
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 agree and warrant not using the Product 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 license terms covering the specific product, or break or circumvent the licensing system for the Milestone product or the OEM version of a Milestone product.

## Milestone SDK Tools

### **Installation and Use** – for the **Milestone SDK Tools** (Milestone Software Development Kit Tools):

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 and can be used for development purposes.
2. The Product may only be used on computers running operating systems for which the Product was designed.
3. Milestone Integration Platform Software Development Kit (“MIP SDK”) may be required to be installed in order to use MIP SDK Tools. You can find more information on MIP SDK at <https://www.milestonesys.com/support/for-developers/sdk/>
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. 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 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.
6. The use of the Product is further restricted by the terms and requirements set out in the End-user License Agreement for 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 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 terms of the license agreement, including this EULA, covering the specific product, or break or circumvent the licensing system for the Milestone product or the OEM version of a Milestone product.
8. The Product includes software tools and components that enable you to connect or integrate with third-party software. The Product does not include licenses for such third-party software, which you must obtain yourself for your purpose.

## Milestone Customer Dashboard

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

When activating the XProtect VMS licenses, your system data (e.g., the number of used devices, MAC addresses of the connected devices, etc.) is exchanged and stored in the Milestone’s licensing system, accessible via the Milestone Customer Dashboard, as specified in the general terms of this EULA, “Collection and registration of system data”.

Milestone hereby grants you the right to use the Milestone Customer Dashboard and you accept the following conditions and restrictions:

1. Milestone Customer Dashboard is a free online tool for Milestone and Milestone partners to manage and monitor installations of Milestone XProtect VMS and licenses. Milestone Customer Dashboard contains tools for (i) managing information about end-users’ installations, (ii) registration and activation of licenses, and, subject to your consent, (iii) real-time status overview of the system’s health and performance data, and (iv) email notifications and error filtering in XProtect VMS installations.
2. As the end-user of XProtect VMS product, you can register your data in the “XProtect end-user registration” form, accessible via the Milestone XProtect Management Client. The end-user data provided by you is stored in the Milestone’s licensing system.
3. Your access to the Milestone Customer Dashboard can be activated upon request to Milestone. With such access, you can administer your licenses for the Milestone XProtect products.
4. You may consent to share your system configuration and performance data with the Milestone Customer Dashboard by checking the box in the Tools/ Options section in the Milestone XProtect Management Client. Examples of such system data is error information originating from cameras, system or network failures. Your consent also implies that you agree on Milestone sharing your system configuration and performance data in the Milestone Customer Dashboard with the authorised Milestone channel partners with the sole purpose of providing customer support services to you.
5. When providing your end-user data, license data, system and performance data via the Milestone XProtect Management Client and/or via the Milestone Customer Dashboard, you consent to Milestone receiving and using your data for the purpose of Milestone services in form of license management and monitoring, and for Milestone’s analytical purposes to improve our services.
6. You agree to not alter, modify, or in any way tamper with the license data, system and performance data transmitted to the Milestone’s licensing system and/or the Milestone Customer Dashboard. You are provided a self-service access via the Milestone XProtect Management Client to administer your end-user data and you are obliged to keep your end-user data accurate. Milestone reserves the right, at our sole discretion, to correct or remove inaccurate data.
7. Milestone cannot be held responsible for any loss of data caused by disruptions in communication with the Milestone Customer Dashboard during license activation.

8. 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 channel partner's misuse of, or inability to use, the Milestone Customer Dashboard.
9. Access to certain features of the Milestone Customer Dashboard requires a valid Milestone Care Plus contract. Please see <https://www.milestonesys.com/solutions/services/milestone-care/>. Milestone accepts no liability for possible interruptions in the service caused by failure to renew the Milestone Care coverage in due time.
10. Additional third-party charges may apply for using the Milestone Customer Dashboard, including, but not limited to, communication cost.