

Milestone 使用者授權合約

此為原始 Milestone 使用者授權合約的翻譯版本。倘若出現與本使用者授權合約的條款與條件解釋相關的不確定性與爭議，原始英文版本的效力將優先於本翻譯版本。Milestone 使用者授權合約的原始英文版本位於此本地化版本之後。

備註：若您是 Milestone 經銷商、系統整合業者，或代表第三方安裝本「產品」，應確認您代表的一方接受本「使用者授權合約」並表示已同意自願提供個人資料予 Milestone Systems 以進行註冊。

本使用者授權合約 (以下簡稱「EULA」) 為您 (個人或單一法人) 與 Milestone Systems A/S (以下簡稱「Milestone」) 之間針對 Milestone 產品或公用程式的具有法律拘束力之協議，其中可能包括相關之軟硬體元件、媒體、書面資料、線上或電子文件以及任何更新或更正 (以下簡稱「產品」)。若本「產品」是您向 Milestone 購買的電腦或伺服器系統之一部分，則這類系統中用於本 EULA 提及目的的所有軟硬體元件，都必須被視為「產品」的一部分，但受到系統文件中個別第三方授權合約規範的第三方軟硬體元件，以及以其他方式合併於系統者除外。

當您安裝、部署、複製或以其他方式使用「產品」，即表示您同意受到本 EULA 條款之拘束。如果您不同意本 EULA 之條款，請勿安裝或使用「產品」，您可以在購買「產品」後的 30 天內將產品連同所有相關資料退回購買地點，並獲得扣除運費與手續費的全額退款。若您或您的代表，包括 Milestone 經銷商 (代表您) 在您購買「產品」時或之前已接受此 EULA，則不適用此退貨政策。「產品」受到著作權法及國際著作權公約，以及其他智慧財產權法律及條約之保護。請注意，「產品」的所有軟體部分是授權給您，並非出售給您。

對於需要軟體授權碼 (SLC) 的 Milestone 產品，您所獲得的授權，係透過您購買「產品」時所獲得之軟體授權碼作識別。

接受自動遠端更新。 您組織的系統管理員可於現在或日後，使用工具或作業系統方法，在您電腦上啟用軟體產品的遠端與自動更新或安裝；這類工具的範例如 Milestone Software Manager。若使用這類工具進行自動「產品」更新，可能不會提示您接受新「產品」的 EULA。當您接受目前本 EULA，即表示您已指派您的系統管理員代表您接受未來產品更新後之 EULA。

AWS 雲端部署。 Milestone XProtect 視訊管理軟體產品亦透過自備授權 (以下簡稱「BYOL」) 或包括在內之 Milestone XProtect® Essential+ 授權，以 Amazon Machine Image (以下簡稱「AMI」) 方式作交付，並且可以透過利用相關 CloudFormation 指令檔，部署在 AWS 雲端服務基礎建設上。此指令檔在您 AWS 帳戶內的新虛擬私有雲端 (以下簡稱「VPC」) 執行預設的產品部署。在您特定 AWS 雲端服務基礎建設中部署「產品」所必要範圍內，您可以修改 CloudFormation 指令檔或其所產生之預設部署。此 CloudFormation 指令檔係以「現狀」提供，無任何種類之保證，包括但不限於符合特定目的之默示保證。如對 CloudFormation 或其所產生之預設部署為修改者，Milestone 茲明確表示，對該等修改情形不為任何保證，亦不承擔任何責任。基於部署作業以及對部署產品之使用情形所生之完整風險及責任，應由您 (即使用者) 自行承擔。

智慧財產權。 「產品」及其任何副本內含之全部所有權及權利 (包括但不限於著作權) 為 Milestone 所有，或者在第三方參與該「產品」的情況下，僅該參與部分的所有權及權利為我們的授權人所有。Milestone 保留所有未表明授予之權利。

第三方權利侵權性。 Milestone 應確保「產品」不侵犯任何第三方智慧財產權，但關於專利方面，唯有符合下列兩條件者成立：(a) 在您購買時，該專利已於美國或歐盟境內授予並公佈，以及 (b) 唯有「產品」在未搭配其他產品或技術使用時，以獨立狀態侵犯專利權。若您遇到對您發生的任何動作被指控有此侵權行為，應立即以書面通知 Milestone。Milestone 應承擔此案件的唯一行為，以及案件附帶的訴訟費用。Milestone 應指派具有決定權的律師，代表進行訴訟，或與您 (使用者) 進行協商。Milestone 有權就單方考量，取得您繼續使用「產品」的權利，或以其他具有相似功能的產品修改或替換「產品」以結束此侵權事件；若以上兩者皆無法讓 Milestone 以合理成本達成，則此 EULA 終止且立即生效。一旦發生終止事件，您對 Milestone 將不再有進一步求償之權，包括但不限於補償或賠償的權利。

錯誤修正。 「產品」中的缺陷或錯誤，僅在影響「產品」整體功能，或妨礙「產品」運作時，才能視為重要。若您在購買產品的 90 (九十) 天內，書面指出「產品」具有重要缺陷或錯誤，Milestone 有責就單方考量，(i) 遞送一份無重要缺陷或錯誤的新「產品」，(ii) 免費補救或修正缺陷或錯誤，或 (iii) 終止本 EULA 並在您退回「產品」所有副本時退還授權費用。本段落的條款構成您對「產品」缺陷或錯誤之唯一補償。

不含保證。 除非 Milestone 提供特定保證作為您「產品」文件的一部分，Milestone 明確聲明未對「產品」提供任何保證。「產品」及任何相關文件均「按原樣」提供，不含任何明示或暗示之保證，包括 (但不限於) 適銷性或特殊用途適用性的暗示保證。使用者須自行承擔使用或執行「產品」之全部風險。請注意，「產品」搭配特定設備或其他軟體使用時，可能造成您執行可能受到相關法律限制或違法之監視動作及資料處理，包括 (但不限於) 資料隱私權與刑法。使用者須自行承擔使用上之適法性的全部責任。

禁止使用。

採用與使用「產品」必須遵循使用時所在司法管轄區、國家或地區的適用法律。這包括但不限於使用產品監控及記錄的可能法律限制、在產品中儲存記錄資料與其他資料的政策，以及從產品匯出記錄的資料時處理資料的方式。您須自行熟悉並遵循此類法律及限制。對於違反此類法律及/或限制所導致的任何直接性、間接性或必然性損失或損害，Milestone 概不負責。

此授權不含在企圖違反聯合國世界人權宣言條款，而對他人人權構成直接或相關威脅的情況下使用本「產品」。嚴禁將此產品用於上述任何用途，若有違背均視為嚴重違反此 EULA 而導致「產品」的完整授權立即失效且不另行通知，此後若繼續使用本「產品」則視為違法行為。

Copenhagen Clause。Milestone 為 Copenhagen Letter 簽署方之一員，其旨在公開誠實地交流科技之所及，與技術如何提升生活水準之方法。身為技術的塑造者，我們必須反映科技如何影響人的需求與行為，以及如何更負責任地善用科技。Milestone 鼓勵合作夥伴不只要積極就如何以更負責任的方式利用科技進行相關重要討論，而且還要簽署位於 www.copenhagenletter.org 之 Copenhagen Letter，並在自身協議中納入相對應之 Copenhagen Clause。

責任限制。本部份介紹相關法律的最大適用範圍。在任何情況下，Milestone 或其供應商不對任何特殊性「偶發性」間接性或必然性損害（包括但不限於營業利潤損失「營業中斷」商業資訊遺失或其他任何財產損失所造成的損害）負責，也沒有任何產品責任（除非人身傷害），無論這些損害是否是由於使用「產品」本產品存在功能缺陷或無法提供適當支援所造成，即使 Milestone 經告知這些損害的可能性。如果損害並非由操作不當或嚴重疏忽所造成，則應由 Milestone 及其供應商承擔的任何責任將限制在您為此「產品」所支付的實際金額範圍之內。

第三方授權。「產品」包含授予您使用特定第三方軟體之權利，詳情請參閱特定「產品」之說明書。您可以使用並將「產品」與其他第三方軟體進行整合，若您需要進行安裝以查明並取得任何此類第三方軟體之使用權，則需自行負責。

其他。(a) 您可以根據需要製作數量適當的「產品」副本，用作備份和歸檔。(b) 您不得將本「產品」之副本散佈給第三方。(c) 在適用法律所允許的範圍之外，您不得進行逆向工程、反編譯或分解本「產品」元件的任何部分，這些限制不可在合約中放棄。(d) 本 EULA 不可轉讓，但如為轉移任何包括 Milestone 產品之所有權利者，不在此限，且於該情況下您可把您對本「產品」之一切權利永久移轉給被授權人，但該被授權人應同意本 EULA 的條款。

終止。如果您違反本合約中的條款和條件，Milestone 得於不損害您其他權利的前提下終止本 EULA。在此情況下，應立即停止使用「產品」，並銷毀所有副本。

可分割性。若法院或政府執法體系判斷本 EULA 中的任何條款無效、不能強制執行或僅限於特定範圍強制執行，此現有 EULA 將於刪除或限制此條款的狀況下持續具有完整效力。

完整協議。此 EULA 構成雙方在此議題上的完整協議，若雙方間除此 EULA 外尚有任何書面和口頭承諾、暗示保證、一般法律規則或未在此重新聲明的其他法律，現予排除其對雙方之效力。

準據法。您與 Milestone 之間的本 EULA 和合約均以丹麥法律為準據法，而且哥本哈根市法院是對相關爭端進行裁決的唯一合法場所。

授權、安裝與使用條件及限制。「產品」支援 IP 裝置。IP 裝置可以是攝影機、編碼器或其他類型的裝置，這些裝置是在「產品」的應用安裝中透過唯一的 IP 位址定址。連接至「產品」之每個 IP 裝置皆需要一份裝置授權。透過網路錄影機（以下簡稱「NVR」）連接至「產品」之每一個 IP 裝置，亦需要購買一組裝置授權，即便該裝置授權並不會在「產品」中啟動，另外，作連接的 NVR 本身並不需要另外一組裝置授權。因特殊例外情況，有多個鏡頭或感測器的 IP 裝置及連接最多達 16 個類比攝影機的編碼器僅算作一個 IP 裝置。請於 <https://www.milestonesys.com/community/business-partner-tools/supported-devices> 查看支援的 IP 裝置清單。XProtect® 品牌「產品」系列適用特定授權條款，請參閱下方詳細資訊。

系統資料蒐集與註冊。啟用「產品」的授權，即表示您接受核心系統（例如使用的裝置數目）在 Milestone 的授權系統中交換與儲存。每個連接至系統之授權與裝置會產生唯一金鑰。Milestone 蒐集已連接裝置的 MAC 位址，並紀錄攝影機註冊與刪除的次數，以確保授權使用符合 EULA 規定。Milestone 亦會登錄啟用授權之伺服器 IP 位址。對於使用 Milestone 推播通知的系統，Milestone 會記錄下行動裝置伺服器的 GUID（全域唯一識別碼）、及註冊作為接收通知的行動裝置、及登錄作為接收推播通知的電子郵件地址。收集與維護此類資料的唯一用途是使得 Milestone 及其通路合作夥伴能夠加強 Milestone 產品的授權管理。您同意不會變更、修改或以任何方式篡改傳輸至線上服務中的資料。

個人資料、通用資料保護規範：透過我們的合作夥伴購買「產品」授權時，您的企業資訊將記錄在 Milestone 中。您也可以向 Milestone 主動提供聯絡人之姓名、電子郵件與電話號碼。於授權啟用時蒐集並保存之此類資訊，將僅作為 Milestone 與合作夥伴進行授權管理、提供 Milestone 合作計畫、以及為「產品」提供技術支援。Milestone 為有關個人資料蒐集與使用之資料控制者。Milestone 會根據我們的隱私政策處理您的個人資料 (<https://www.milestonesys.com/privacy-policy/>)

本 EULA 適用所有「產品」，其一般條款、特定條款與條件，對以下單元詳述中提及之個別產品有效：

Milestone XProtect® 視訊管理軟體

Milestone XProtect® Corporate

安裝與使用 - XProtect Corporate 產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 「產品」的「Management Server」元件可安裝於不限數量的依據「軟體授權碼」指定為管理伺服器以及可能的叢集管理容錯移轉伺服器的電腦。
2. 「產品」的「Recording Server」元件可安裝於不限數量的指定為錄影伺服器及容錯移轉錄影伺服器的電腦。錄影伺服器及容錯移轉錄影伺服器必須受到上述指定管理伺服器的管理。
3. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
4. 當您安裝「產品」，即表示您亦同意遵守 Microsoft SQL Server 2019 Express Edition 的 Microsoft 軟體授權條款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)
5. 除了第 9 段和第 10 段所述的例外情況，「產品」僅能由您、您的員工或其他為您工作的人員 (包括為您調查事件的執法單位) 以直接或某種程度的間接形式使用。舉例來說，「產品」因而不能由您的客戶或其他第三方操作或使用。
6. 「產品」僅能用於您所擁有或您所掌控之地產或土地的監控，或在監視您未擁有或您未掌控之地產或土地時獲得並維持進行監視所需的法律權限。
7. 使用 Milestone Federated Architecture 時，「產品」可不受限於其他授權而用於連接其他 XProtect Corporate 或 XProtect Expert 系統，前提是聯合系統受到合法授權。
8. 使用 Milestone Interconnect，「產品」可用於連接屬於您或第三方之其他 Milestone 視訊管理軟體產品及其他 Milestone 核准的產品 (想查看最新相容產品概述，請參閱 Milestone 網站 <https://www.milestonesys.com/solutions/hardware-and-add-ons/milestone-addons/interconnect/milestone-interconnect-compatibility/>)。Milestone Interconnect 的使用應符合下列情況：a) 任何互連的系統均經過完整授權，具備合法獲得的授權權限，b) 您透過購買或訂用的方式合法獲得 Milestone Interconnect 攝影機授權，以供存取 XProtect Corporate 系統中的攝影機之用。
9. 第三方可使用 Milestone Federated Architecture 從遠端操作和管理「產品」，前提是：您獲得並維持進行監視所需的法律權限。
10. 您或第三方可使用 Milestone Interconnect 從遠端操作和管理「產品」，前提是：a) 您或第三方購買 Milestone Interconnect 攝影機授權，以供存取中央 XProtect Corporate 系統中的攝影機之用，而且 b) 您獲得並維持進行監視所需的法律權限。
11. 當「產品」與第三方地圖應用程式 (如 Google Maps、Microsoft® Bing™ Maps 或 OpenStreetMap) 搭配使用時，您須自行負責確保取得使用該地圖應用程式的相當法律權利，且使用方式符合使用之第三方應用程式的條款與條件。
12. 您確知「產品」使用來自 OpenStreetMap (<http://www.openstreetmap.org>) 參與方的資料。已經根據資料庫內容授權許可資料庫個別內容中的任何權利：<http://opendatacommons.org/licenses/dbcl/1.0/>。作為其中的一部分，您也接受遵守動態磚使用政策 (<https://operations.osmfoundation.org/policies/tiles/>)，包括大批以及非必要下載動態磚範圍的重度使用限制。
13. Advanced Audio Coding (AAC)。由於產品包含 AAC 功能，適用以下規定：AAC 是一項授權技術，需要 AAC 專利組合中適用專利的授權。可從 VIA LICENSING CORPORATION 取得 AAC 授權。透過您的 Milestone Systems 產品，可取得有限數量的 AAC 授權。支援 AAC 功能的任何 Milestone 產品都包括兩個具有基本授權的檢視用戶端授權。需要兩個以上的檢視用戶端時，您必須購買額外的授權套件。
14. 您承認以下要求：與「產品」一同使用的 IP 裝置數量只能與您獲取的裝置授權數量一樣多。請參閱 EULA 一般條款「授權、安裝與使用條件及限制」，這些條款說明了每個 IP 攝影機或其他連接至系統的根據 IP 之裝置均需要一個裝置授權。

Milestone XProtect® Expert

安裝與使用 - XProtect Expert 產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 「產品」的「Management Server」元件可安裝於不限數量的依據「軟體授權碼」指定為管理伺服器以及可能的叢集管理容錯移轉伺服器的電腦。
2. 「產品」的「Recording Server」元件可安裝於不限數量的指定為錄影伺服器及容錯移轉錄影伺服器的電腦。錄影伺服器及容錯移轉錄影伺服器必須受到上述指定管理伺服器的管理。
3. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
4. 當您安裝「產品」，即表示您亦同意遵守 Microsoft SQL Server 2019 Express Edition 的 Microsoft 軟體授權條款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
5. 除了第 6 段和第 7 段所述的例外情況，「產品」僅能由您、您的員工或其他為您工作的人員 (包括為您調查事件的執法單位) 以直接或某種程度的間接形式使用。舉例來說，「產品」因而不能由您的客戶或其他第三方操作或使用。

6. 除了第 7 段所述的例外情況，第三方可使用 Milestone Federated Architecture 從遠端操作和管理「產品」，前提是：您獲得並維持進行監視所需的法律權限。
7. 您或第三方可使用 Milestone Interconnect 從遠端操作和管理「產品」，前提是：a) 您或第三方購買 Milestone Interconnect 攝影機授權，以供存取中央 XProtect Corporate 系統中的攝影機之用，而且 b) 您獲得並維持進行監視所需的法律權限。
8. 當「產品」與第三方地圖應用程式 (如 Google Maps、Microsoft® Bing™ Maps 或 OpenStreetMap) 搭配使用時，您須自行負責確保取得使用該地圖應用程式的相當法律權利，且使用方式符合使用之第三方應用程式的條款與條件。
9. 您確知產品使用來自 OpenStreetMap (<http://www.openstreetmap.org/>)[®] 參與方的資料。已經根據資料庫內容授權許可資料庫個別內容中的任何權利：<http://opendatacommons.org/licenses/dbcl/1.0/>。作為其中的一部分，您也接受遵守動態磚使用政策 (<https://operations.osmfoundation.org/policies/tiles>)，包括大批以及非必要下載動態磚範圍的重度使用限制。
10. Advanced Audio Coding (AAC)。由於產品包含 AAC 功能，適用以下規定：AAC 是一項授權技術，需要 AAC 專利組合中適用專利的授權。可從 VIA LICENSING CORPORATION 取得 AAC 授權。透過您的 Milestone Systems 產品，可取得有限數量的 AAC 授權。支援 AAC 功能的任何 Milestone 產品都包括兩個具有基本授權的檢視用戶端授權。需要兩個以上的檢視用戶端時，您必須購買額外的授權套件。
11. 您承認以下要求：與「產品」一同使用的 IP 裝置數量只能與您獲取的裝置授權數量一樣多。請參閱 EULA 一般條款「授權、安裝與使用條件及限制」，這些條款說明了每個 IP 攝影機或其他連接至系統的根據 IP 之裝置均需要一個裝置授權。

Milestone XProtect® Professional+

安裝與使用 - XProtect Professional+ 產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 「產品」的「Management Server」元件可安裝於不限數量的依據「軟體授權碼」指定為管理伺服器以及可能的叢集管理容錯移轉伺服器的電腦。
2. 「產品」的「Recording Server」元件可安裝於指定為錄影伺服器的電腦，數量不限。錄影伺服器必須受到上述指定管理伺服器的管理。
3. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
4. 當您安裝「產品」，即表示您亦同意遵守 Microsoft SQL Server 2019 Express Edition 的 Microsoft 軟體授權條款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
5. 除了第 6 段所述的例外情況，「產品」僅能由您、您的員工或其他為您工作的人員 (包括為您調查事件的執法單位) 以直接或某種程度的間接形式使用。舉例來說，「產品」因而不能由您的客戶或其他第三方操作或使用。
6. 您或第三方可使用 Milestone Interconnect 從遠端操作和管理「產品」，前提是：a) 您或第三方購買 Milestone Interconnect 攝影機授權，以供存取中央 Milestone XProtect Corporate 系統中的攝影機之用，而且 b) 您獲得並維持進行監視所需的法律權限。
7. Advanced Audio Coding (AAC)。由於產品包含 AAC 功能，適用以下規定：AAC 是一項授權技術，需要 AAC 專利組合中適用專利的授權。可從 VIA LICENSING CORPORATION 取得 AAC 授權。透過您的 Milestone Systems 產品，可取得有限數量的 AAC 授權。支援 AAC 功能的任何 Milestone 產品都包括兩個具有基本授權的檢視用戶端授權。需要兩個以上的檢視用戶端時，您必須購買額外的授權套件。
8. 您承認以下要求：與「產品」一同使用的 IP 裝置數量只能與您獲取的裝置授權數量一樣多。請參閱 EULA 一般條款「授權、安裝與使用條件及限制」，這些條款說明了每個 IP 攝影機或其他連接至系統的根據 IP 之裝置均需要一個裝置授權。

Milestone XProtect® Express+

安裝與使用 - XProtect Express+ 產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 對於每組「軟體授權碼」，「產品」的「Management Server」元件應安裝於指定為管理伺服器以及可能的叢集管理容錯移轉伺服器的一部 (1) 電腦或電腦叢集。
2. 「產品」的「Recording Server」元件可安裝於指定為錄影伺服器的一部 (1) 電腦上。錄影伺服器必須受到上述指定管理伺服器的管理。
3. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
4. 當您安裝「產品」，即表示您亦同意遵守 Microsoft SQL Server 2019 Express Edition 的 Microsoft 軟體授權條款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
5. 除了第 6 段所述的例外情況，「產品」僅能由您、您的員工或其他為您工作的人員 (包括為您調查事件的執法單位) 以直接或某種程度的間接形式使用。舉例來說，「產品」因而不能由您的客戶或其他第三方操作或使用。
6. 您或第三方可使用 Milestone Interconnect 從遠端操作和管理「產品」，前提是：a) 您或第三方購買 Milestone Interconnect 攝影機授權，以供存取中央 Milestone XProtect Corporate 系統中的攝影機之用，而且 b) 您獲得並維持進行監視所需的法律權限。
7. Advanced Audio Coding (AAC)。由於產品包含 AAC 功能，適用以下規定：AAC 是一項授權技術，需要 AAC 專利組合中適用專利的授權。可從 VIA LICENSING CORPORATION 取得 AAC 授權。透過您的 Milestone Systems 產品，可

取得有限數量的 AAC 授權。支援 AAC 功能的任何 Milestone 產品都包括兩個具有基本授權的檢視用戶端授權。需要兩個以上的檢視用戶端時，您必須購買額外的授權套件。

8. 您承認以下要求：與「產品」一同使用的 IP 裝置數量只能與您獲取的裝置授權數量一樣多。請參閱 EULA 一般條款「授權、安裝與使用條件及限制」，這些條款說明了每個 IP 攝影機或其他連接至系統的根據 IP 之裝置均需要一個裝置授權。

Milestone XProtect® Essential+

安裝與使用 - XProtect Essential+ 產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 對於每組「軟體授權碼」，「產品」的「Management Server」元件應安裝於指定為管理伺服器以及可能的叢集管理容錯轉移伺服器的一部 (1) 電腦或電腦叢集。
2. 「產品」的「Recording Server」元件可安裝於指定為錄影伺服器的一部 (1) 電腦上。錄影伺服器必須受到上述指定管理伺服器的管理。
3. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
4. 當您安裝「產品」，即表示您亦同意遵守 Microsoft SQL Server 2019 Express Edition 的 Microsoft 軟體授權條款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
5. 「產品」只能在您所擁有或您所掌控之房產或土地上，基於監控或其他錄影目的作使用。舉例來說，「產品」因而不能用來監控您的顧客或客戶的房產或土地。
6. 總之，依據本 EULA 安裝的「產品」僅能用於最多八 (8) 個啟動的 IP 裝置。IP 裝置可以是攝影機、編碼器或其他類型的裝置，這些裝置是在「產品」的應用安裝中透過唯一的 IP 位址定址。連接至「產品」之每個 IP 裝置皆需要一份裝置授權。每個透過已獲授權的 IP 裝置連接至「產品」的 IP 裝置還需要裝置授權，即使此類裝置授權不會在「產品」中啟動。因特殊例外情況，有多個鏡頭或感測器的 IP 裝置及連接最多達 16 個類比攝影機的編碼器僅算作一個 IP 裝置。請於 <https://www.milestonesys.com/community/business-partner-tools/supported-devices> 查看支援的 IP 裝置清單。「產品」需要連線至網際網路才能完成安裝並啟動授權。
7. 除了可從 Milestone 網站取得、顯示於「產品」資訊對話方塊中的支援資訊外，不另提供「產品」支援。

XProtect Clients

Milestone XProtect® Smart Client

安裝與使用 - Milestone XProtect Smart Client 產品適用下列情況：

Milestone 在此授予您安裝及使用不限數目之「產品」副本的權利，但須遵守以下條件與限制：

1. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
2. 「產品」只能與 XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置連線使用。搭配 XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置時，「產品」亦可搭配其他相容之 Milestone 產品，以及 Milestone 軟體開發套件或 Milestone 整合平台軟體開發套件上建置之第三方產品/元件使用。
3. 搭配正式相容的 Milestone 產品使用時，本「產品」亦可搭配 Milestone 整合平台軟體開發套件上建置之第三方產品/元件使用。
4. 「產品」之使用將進一步受到 XProtect 視訊管理軟體產品之最終使用者授權合約的限制。

Milestone XProtect® Web Client

使用 - Milestone XProtect Web Client 產品適用下列情況：

Milestone 在此授予您在不限數目的電腦及裝置上使用「產品」的權利，但須遵守以下條件與限制：

1. 使用 Milestone XProtect Web Client 即表示接受本 EULA 中關於 Milestone 的一般條款。
2. 本「產品」只能在執行本「產品」適用之作業系統的電腦及裝置上使用。
3. 「產品」只能與正式支援版本之 Milestone XProtect Mobile 伺服器，或是由 Milestone 提供的專用產品評估環境搭配使用。請參閱 <https://www.milestonesys.com/solutions/platform/clients/xprotect-web-client/>

XProtect® Mobile

Milestone XProtect® Mobile

安裝與使用 - XProtect Mobile 用戶端產品適用下列情況：

Milestone 在此授予您安裝及使用不限數目之「產品」副本的權利，但須遵守以下條件與限制：

1. 本「產品」只能在執行「產品」適用之作業系統的裝置上使用。
2. 「產品」只能與正式支援版本之 XProtect Mobile 伺服器，或是由 Milestone 提供的專用產品評估環境搭配使用。請參閱 <https://www.milestonesys.com/solutions/platform/clients/xprotect-mobile/xprotectmobilehelp/setting-up-xprotect-mobile/>

3. 使用視訊推送功能需要搭配使用的 XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置相關的授權，而且要使用視訊推送功能，每位 XProtect Mobile 用戶端指名使用者需要 XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置的一 (1) 個攝影機授權。

安裝與使用 - XProtect Mobile 伺服器產品適用下列情況：

Milestone 在此授予您安裝及使用不限數目之「產品」副本的權利，但須遵守以下條件與限制：

1. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
2. 「產品」只能與有合法授權的 XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置連線使用。
3. XProtect Mobile 伺服器的使用將進一步受到搭配使用的 Milestone XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置相關的使用者授權合約所限制。
4. 接受本 EULA 即表示您代表您允許其使用 XProtect Mobile 伺服器之最終用戶接受與使用 XProtect Mobile 與 XProtect Web Client 相關之條款與條件。
5. 智慧型連線、視訊推送與行動推送通知的使用依靠第三方服務與網路連線，例如通知服務以及無線通訊網路。除了上述「責任限制」一節中定義之 Milestone 責任中的一般限制之外，對於因使用或無法使用任何這些功能直接造成的責任，或是由用於提供這些功能的任何第三方網路或服務元件間接造成的責任，Milestone 概不負責。
6. 智慧型連線與視訊推送通知功能的使用由有效的 Milestone Care Plus 服務合約所決定。由於未能在適當時間續約 Milestone Care Plus 範圍所造成的可能服務中斷，Milestone 概不負責。
7. 使用 XProtect Mobile 服務可能需收取額外第三方費用，包括 (但不限於) 通訊費用以及第三方服務訂購。

加值產品與元件

Milestone XProtect® Access

安裝與使用 - XProtect Access 產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 「產品」僅能在透過購買或訂用方式合法取得授權的 XProtect 視訊管理軟體產品 (任何 XProtect 視訊管理軟體產品，除了 XProtect Essential+) 或 Milestone Husky NVR 裝置 (任何 Milestone Husky NVR 產品，除了 Husky M10) 上使用。
2. 「產品」可從不限數量、連線到 XProtect 視訊管理軟體系統或 Milestone Husky NVR 裝置的 XProtect 管理應用程式 /XProtect 管理用戶端與 XProtect 智慧型用戶端操作。
3. 為協助與第三方系統之間的通訊，可以在 XProtect 視訊管理軟體系統或 Milestone Husky NVR 裝置的「事件伺服器」上安裝不限數量的 XProtect Access 外掛程式。除了上述「責任限制」一節中定義之 Milestone 責任中的一般限制之外，Milestone 不接受 Milestone 以外的第三方提供外掛程式時，因使用或無法使用「產品」而引發的任何責任，或 Milestone 提供之 XProtect Access 外掛程式搭配尚未經過設計並驗證之第三方產品或第三方產品版本使用時，因使用或無法使用「產品」而引發的任何責任。此外，Milestone 不接受與 XProtect Access 一起使用之任何第三方產品中的錯誤造成使用或無法使用「產品」所引發的任何責任。
4. 「產品」只能與正式相容的 Milestone XProtect 視訊管理軟體產品和 Milestone Husky NVR 裝置連線使用。
5. XProtect Access 只能用於您根據「軟體授權碼」為「產品」購買與註冊的門授權的門數量。

Milestone XProtect® LPR

安裝與使用 - XProtect LPR 產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 「產品」僅能在透過購買或訂用方式合法取得授權的 XProtect 視訊管理軟體產品 (任何 XProtect 視訊管理軟體產品，除了 XProtect Essential+) 或 Milestone Husky NVR 裝置 (任何 Milestone Husky NVR 產品，除了 Husky M10) 上使用。
2. 每一組軟體授權碼授予您將 Milestone XProtect LPR 安裝在數目不限、指定為 XProtect LPR 伺服器的電腦上的權利。
3. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
4. 「產品」只能與正式相容的 XProtect 視訊管理軟體產品和 Milestone Husky NVR 裝置連線使用。搭配正式相容的 Milestone 產品使用時，本「產品」亦可搭配 Milestone 整合平台軟體開發套件上建置之第三方產品/元件使用。
5. 可以將 XProtect LPR 外掛程式安裝在數目不限、指定為事件伺服器或錄影伺服器或執行 Management Client 應用程式的電腦上。
6. XProtect LPR 只能用於您根據「軟體授權碼」為「產品」購買與註冊的 LPR 攝影機授權的攝影機數量。
7. XProtect LPR License Plate Library (XProtect LPR 車牌辨識程式庫) 可部署於不限數量的 XProtect LPR 伺服器上。
8. XProtect LPR 只能用於您根據「軟體授權碼」為「產品」購買與註冊的 XProtect LPR License Plate Library 數量。

Milestone XProtect® Transact

安裝與使用 - XProtect Transact 產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 「產品」僅能在透過購買或訂用方式合法取得授權的 Milestone XProtect 視訊管理軟體產品 (任何 Milestone XProtect 視訊管理軟體產品，除了 XProtect Essential+) 或 Milestone Husky NVR 裝置 (任何 Milestone Husky NVR 產品，除了 Husky M10) 上使用。
2. 「產品」可從不限數量、連線到 XProtect 視訊管理軟體系統或 Milestone Husky NVR 裝置的 XProtect 管理應用程式 /XProtect 管理用戶端與 XProtect 智慧型用戶端操作。
3. 「產品」只能與正式相容的 XProtect 視訊管理軟體產品和 Milestone Husky NVR 裝置連線使用。搭配正式相容的 Milestone 產品使用時，本「產品」亦可搭配 Milestone 整合平台軟體開發套件上建置之第三方產品/元件使用。
4. 本「產品」只能用於您根據指定 XProtect Transact 使用的「軟體授權碼」所購買與註冊的連線授權的來源連線數量。

Milestone XProtect® Smart Wall

使用 - Milestone XProtect Smart Wall 產品適用下列情況：Milestone 特此授予您在下列條件與限制下使用本「產品」之權利：

1. 「產品」可不受限於個別授權而在 XProtect Corporate 系統上使用。「產品」可搭配透過購買或訂用方式合法取得 XProtect Smart Wall 基本授權的 XProtect Expert 使用。
2. 「產品」可從不限數量、連線到 XProtect Corporate 系統的 XProtect Management Client 與 XProtect 智慧型用戶端操作。
3. 「產品」之使用將進一步受到 XProtect 視訊管理軟體產品之使用者授權合約的限制。

Milestone XProtect® Screen Recorder

安裝與使用 - Milestone XProtect Screen Recorder 產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 「產品」可安裝於不限數量、執行「產品」指定作業系統的電腦或其他裝置 (以下簡稱電腦) 上。
2. 「產品」只能在您所擁有或您所掌控的電腦上，針對監控或其他錄影目的而使用。舉例來說，「產品」因而不能用來監控您的顧客或客戶的電腦。
3. 「產品」只能與 Milestone XProtect 視訊管理軟體產品和 Milestone Husky NVR 裝置併用。
4. 對於各「產品」使用實例，一套 Milestone XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置需一 (1) 個攝影機授權。
5. 「產品」之使用將進一步受到 Milestone XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置之使用者授權合約的限制。

Milestone XProtect® Input Unit Plug-ins

安裝與使用 - Milestone XProtect Input Unit Plug-ins 產品適用下列情況：

1. 當與 Milestone XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置一起使用時，「產品」只能與 Milestone XProtect Smart Client 連線使用，且受到本 EULA 所述、這些「產品」的安裝與使用限制規範。
2. 「產品」可以以一 (1) 個「軟體授權碼」安裝於不限數量的電腦上，只要這些電腦均具備有效的「產品」授權。

Milestone XProtect® Device Pack

安裝與使用 - Milestone XProtect Device Pack 產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 「產品」及其個別的裝置驅動程式僅能在合法取得授權，並且正式相容的 Milestone XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置上使用。
2. 「產品」及其個別的裝置驅動程式只能在執行「產品」適用之作業系統的電腦上使用。
3. 「產品」及其個別的裝置驅動程式可安裝於不限數量的指定為錄影伺服器、容錯移轉錄影伺服器或 NVR 裝置的電腦。

Milestone ONVIF Bridge

安裝與使用 - Milestone ONVIF Bridge 用戶端產品適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用本「產品」之權利：

1. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
2. 「產品」只能與合法取得授權，並且支援 Milestone 整合平台的 Milestone XProtect 視訊管理軟體 (除了 XProtect Essential+) 產品或 Milestone Husky NVR 裝置連線使用。

Milestone DirectShow Filter

安裝與使用 - Milestone DirectShow Filter 產品 (以下簡稱「DirectShow Filter」) 適用下列情況：

Milestone 特此授予您在下列條件與限制下安裝及使用 DirectShow Filter 之權利：

1. DirectShow Filter 可安裝於不限數量、執行「產品」指定作業系統的電腦 (以下簡稱電腦) 上。
2. DirectShow Filter 僅能由您、您的員工或其他為您工作的人員以直接或某種程度的間接形式使用。

3. DirectShow Filter 只能與 Milestone XProtect 視訊管理軟體產品或 Milestone Husky NVR 連線使用；「產品」不得個別使用、與未核准的 Milestone 產品連線使用，或與非 Milestone 產品連線使用。
4. DirectShow Filter 之使用將進一步受到 Milestone XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置之使用者授權合約的限制。
5. 使用者同意並保證對 DirectShow Filter 或其他技術工具的使用，不致讓 Milestone 產品的使用侵犯 Milestone 的「使用者授權合約」或該產品的授權系統。
6. 即使 Milestone 致力保持「產品」的高品質水準，並使其與「產品」的未來版本相容，「產品」的使用者仍必須瞭解並接受：a)「產品」可能包含不正確、誤導或過時的資料、文件或樣本產品或原始碼。b)「產品」可能與過去、目前或未來的 Milestone 產品不相容。c)「產品」可能缺少特定功能，或在某些方面不盡完整。

Milestone XProtect® Download Manager

安裝與使用 - Milestone XProtect Download Manager 產品 (以下簡稱「Download Manager」) 適用下列情況：

Milestone 在此授予您安裝及使用不限數目之 Download Manager 複本的權利，但須遵守以下條件與限制：

1. Download Manager 只能在執行 Download Manager 適用之作業系統的電腦上使用。
2. Download Manager 只能與隨附的 Milestone XProtect 產品 (原始 XProtect 產品) 連線使用。搭配原始 XProtect 產品使用時，Download Manager 亦可搭配其他相容的 Milestone 產品和 Milestone 軟體開發套件或 Milestone 整合平台軟體開發套件上建置的第三方產品/元件使用。
3. Download Manager 之使用將進一步受到原始 XProtect 視訊管理軟體產品之最終使用者授權合約的限制。

Milestone Software® Manager

安裝與使用 - Milestone Software Manager 公用程式 (以下簡稱「Software Manager」) 適用下列情況：

Milestone 在此授予您安裝及使用不限數目之 Software Manager 複本的權利，但須遵守以下條件與限制：

1. Software Manager 只能與執行 Software Manager 適用之作業系統的電腦連線使用，以及與執行未來 Milestone 可能確認受到 Software Manager 支援的作業系統之電腦連線使用。請參閱 <https://www.milestonesys.com/solutions/hardware-and-add-ons/milestone-addons/utilities/>
2. Software Manager 僅能與原本就適用於 Software Manager 的 Milestone XProtect 產品連線使用，以及與執行未來 Milestone 可能確認受到 Software Manager 支援的產品連線使用。請參閱 <https://www.milestonesys.com/solutions/hardware-and-add-ons/milestone-addons/utilities/>
3. 一旦使用 Milestone Software Manager 遠端安裝或更新其他電腦上的 Milestone XProtect 產品，表示您被視為這些電腦 (以下簡稱「遠端電腦」) 的系統管理員。作為系統管理員，您有責任確認「遠端電腦」的使用者瞭解並接受使用 Milestone Software Manager 安裝或更新的 Milestone XProtect 產品之 EULA，即便「遠端電腦」使用者未參與或未看見安裝程序。一旦在「遠端電腦」遠端安裝或更新 Milestone XProtect 產品，表示您以系統管理員身份接受此責任，包括確保「遠端電腦」使用者遵守本 EULA 的責任。

Husky

Milestone Husky™ X-series NVR

安裝與使用 - Milestone Husky™ X 系列 NVR (涵蓋下列產品：Milestone Husky™ X2 和 Milestone Husky™ X8，包括這些產品的所有變體) 適用下列情況：

Milestone 特此授予您在下列條件與限制下部署及使用本「產品」之權利：

1. 「產品」隨附之 XProtect 視訊管理軟體與軟體公用程式，包含但不限於 Husky Assistant 及 Husky 復原工具，可以並且僅能用於隨附之電腦硬體與作業系統。
2. 由 Milestone 提供給產品的產品軟體更新及復原圖像可以並且僅能用於「產品」。
3. 「產品」將預先載入 XProtect 視訊管理軟體。XProtect 視訊管理軟體軟體的使用應遵守特定產品之條款與條件 (請參閱本 EULA 的相關區段)，並且須使用合法獲得及註冊之軟體授權碼。
4. 「產品」中包含內嵌 Microsoft Windows 作業系統。內含的 Microsoft Windows 授權可讓您免費存取 Microsoft 可能推出的 Windows 作業系統之可用更新。您必須負責按照 Microsoft 的操作指示，更新 Windows 作業系統至最新版本。針對 Windows 作業系統未來軟體更新的相容性問題，以及 Microsoft Windows 作業系統未來版本可能更改不用「產品」中可用之系統資源，導致影響「產品」的整體效能，Milestone 均不負任何責任。「產品」的規格與設計均是按照隨附之 Microsoft Windows 作業系統的版本所打造。Milestone 無法保證產品可相容於其他的 Microsoft Windows 作業系統版本。
5. 隨附之 Microsoft Windows 作業系統只能搭配「產品」一起使用，因此請勿用於其他的電腦硬體。使用 Microsoft Windows 作業系統的條款與條件須受 Microsoft 使用者授權合約之約束。

Milestone Husky™ M-series NVR

安裝與使用 - Milestone Husky™ M 系列 NVR (涵蓋下列產品：Milestone Husky™ M20、Milestone Husky™ M30 和 Milestone Husky™ M50，包括這些產品的所有變體) 適用下列情況：

Milestone 特此授予您在下列條件與限制下部署及使用本「產品」之權利：

1. 購買任何「產品」前，都必須先接受此 EULA。
1. Milestone Husky NVR 軟體可以並且僅能用於所隨附、並由 Milestone 提供「軟體授權碼」的電腦硬體與作業系統。如需更換硬體的重要部份，可使用從 Milestone 經銷商或 Milestone 網站 www.milestonesys.com 上 Software Registration Service Center (軟體註冊服務中心) 取得的新「軟體授權碼」，重新安裝並啟動軟體。
2. 除了第 5 段所述的例外情況，「產品」僅能由您、您的員工或其他為您工作的人員 (包括為您調查事件的執法單位) 以直接或某種程度的間接形式使用。舉例來說，「產品」因而不能由您的客戶或其他第三方使用。
3. 「產品」只能在您所擁有或您所掌控的地產或土地上針對監控或其他錄影目的而使用。舉例來說，「產品」因而不能用來監控您的顧客或客戶的地產或土地。
4. 您或第三方可使用 Milestone Interconnect 從遠端操作和管理「產品」，前提是：a) 您或第三方購買 Milestone Interconnect 攝影機授權，以供存取中央 XProtect Corporate 系統中的攝影機之用，而且 b) 您獲得並維持進行監視所需的法律權限。
5. 「產品」旨在用於最大數量的裝置。若您需要額外資訊，請洽詢您的 Milestone 經銷商或產品文件。「產品」不得用於超出您所購買並依「軟體授權碼」合法獲得對應授權資料的指定數量裝置。

MIP SDK 與 MIP SDK Mobile

安裝及使用 - MIP SDK (Milestone 整合平台軟體開發套件) 以及 MIP SDK Mobile 適用下列情況：

Milestone 茲此授予您在下列限制下安裝及使用這兩項「產品」(即 MIP SDK 與 MIP SDK Mobile) 之權利：

1. 「產品」可安裝於評估或開發用途的電腦上，數量不限。
2. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
3. 「產品」僅能由您、您的員工或其他為您工作的人員以直接或某種程度的間接形式使用。
4. 「產品」只能與 Milestone XProtect 產品、支援 Milestone 整合平台軟體開發套件的 Milestone Husky NVR 產品，以及 Milestone XProtect 產品核准的 OEM 版本連線使用；「產品」不得個別使用，或與非 Milestone 產品連線使用。
5. MIP SDK：針對產品中特別設計用於重新分配之元件 (這些是執行期間可執行的檔案，分別位於「產品」安裝資料夾的子資料夾：\bin 及 \VpsSamples\bin)，您可以重新分配該部分給第三方，但前提是所有授權合約 (包含但不限於列在「產品」安裝資料夾中 \bin 資料夾內的「第三方軟體條款與條件」文字檔案 (3rd party software terms and conditions.txt) 的合約) 都必須納入此重新分配之內容當中，並連結您自身的元件成為完整的解決方案，然後與合法授權的 Milestone 核准產品搭配使用。
6. MIP SDK Mobile：針對產品中特別設計用於重新分配之元件 (這些是執行期間可執行的檔案，位於 MIP SDK Mobile 中 lib 資料夾的子資料夾)，您可以重新分配該部分給第三方，但前提是搭配合法授權 Milestone 核准產品使用並作為完整解決方案的您自身元件之相關所有授權合約 (包括但不限於列在「產品」安裝資料夾中「第三方軟體條款與條件」文字檔案 (3rd party software terms and conditions.txt) 所列之合約) 都必須納入此重新分配之內容當中。
7. 「產品」的使用將進一步受到 Milestone 產品或 Milestone 產品搭配之 OEM 版本的使用者授權合約提及之標準條款的限制。
8. 您同意並保證對「產品」或其他技術工具的使用，不致讓 Milestone 產品或其 OEM 版本的使用者侵犯保障特定產品之「使用者授權合約」，或破壞或規避 Milestone 產品或其 OEM 版本的授權系統。
9. 本「產品」包括讓您能與第三方軟體連結或整合之軟體工具及元件。本「產品」未包括該等第三方軟體之授權，您必須自行取得。

Milestone Customer Dashboard

使用 - Milestone Customer Dashboard 公用程式適用下列情況：

Milestone 特此授予您啟用與使用 Milestone Customer Dashboard 的權利。啟用此功能即表示您接受以下條件與限制：

1. 您同意不會變更、修改或以任何方式篡改傳輸至線上服務中的資料。
2. Milestone 對於產品與線上服務之間，或是來自線上服務與使用的用戶端之間的通訊中斷所造成的任何資料遺失概不負責。
3. 您同意與 Milestone Customer Dashboard 服務分享系統組態與效能資料。此類系統資料的範例是源自相機的錯誤資訊、系統或網路故障。
4. 您也同意授權的 Milestone 合作夥伴基於為您提供客戶支援服務的單獨目的存取系統組態與效能資料。
5. 除了上述「責任限制」一節所定義的 Milestone 責任的一般限制外，Milestone 不承擔因 Milestone 合作夥伴誤用或無法使用 Milestone Customer Dashboard 所產生的任何責任。
6. Milestone Customer Dashboard 部分功能需要有效之 Milestone Care Plus 合約方能使用。請參閱 <https://www.milestonesys.com/solutions/services/milestone-care/>。如未能適時為 Milestone Care 涵蓋範圍作續約而導致可能服務中斷者，Milestone 概不承擔責任。
7. 使用 Milestone Customer Dashboard 服務可能需收取額外第三方費用，包括 (但不限於) 通訊費用。

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. 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.

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.

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.

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 www.copenhagenletter.org 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.

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. The Product supports IP devices. IP devices can be cameras, encoders or other types of devices that are addressed through a unique IP address in the applied installation of the Product. One device license is needed per IP device connected to the Product. Each IP device connected to the Product through a network video recorder (“NVR”) also requires purchase of a device license, even if such device license will not be activated in the Product, while the connecting NVR itself does not require a separate device license.

IP devices with multiple lens or sensors and encoders with up to 16 connected analog cameras counts as only one IP device, due to a specific exception. Please check the list of supported IP devices at <https://www.milestonesys.com/community/business-partner-tools/supported-devices>. Specific license terms may apply for associated XProtect® branded Products, please see details below.

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 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. 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.

Personal Data, General Data Protection Regulation: When purchasing licenses to the Product through our channel partners, the business information of your company will be registered with Milestone. You may also voluntarily provide Milestone with information on contact persons in form of name, email, and phone number. The sole purpose of gathering and maintaining such information during license usage is to enable Milestone and its channel partners to enforce license management, carry out the Milestone channel programs, and provide technical support for the Product. 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 2019 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.
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 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/solutions/hardware-and-add-ons/milestone-addons/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 acknowledge that the Product uses data from OpenStreetMap (<http://www.openstreetmap.org/>)[®] 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 (<https://operations.osmfoundation.org/policies/tiles/>), 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. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for. Please refer to the EULA general terms, "License, Installation and Use Conditions and Restrictions", stating that one device license is needed per IP camera or other IP based device connected to the system.

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 2019 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.
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 acknowledge that the Product uses data from OpenStreetMap (<http://www.openstreetmap.org/>)[®] 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 (<https://operations.osmfoundation.org/policies/tiles/>), 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. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for. Please refer to the EULA general terms, "License, Installation and Use Conditions and Restrictions", stating that one device license is needed per IP camera or other IP based device connected to the system.

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 2019 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. 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. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for. Please refer to the EULA general terms, "License, Installation and Use Conditions and Restrictions", stating that one device license is needed per IP camera or other IP based device connected to the system.

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 2019 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. 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. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for. Please refer to the EULA general terms, "License, Installation and Use Conditions and Restrictions", stating that one device license is needed per IP camera or other IP based device connected to the system.

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 2019 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. IP devices can be cameras, encoders or other types of devices that are addressed through a unique IP address in the applied installation of the Product. One device license is needed per IP device connected to the Product. Each IP device connected to the Product through an already licensed IP device also requires a device license, even if such device license will not be activated in the Product. IP devices with multiple lens or sensors and encoders with up to 16 connected analog cameras counts as only one IP device, due to a specific exception. Please check the list of supported IP devices at <https://www.milestonesys.com/community/business-partner-tools/supported-devices>. 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.

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://www.milestonesys.com/solutions/platform/clients/xprotect-web-client/>

XProtect® Mobile

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://www.milestonesys.com/solutions/platform/clients/xprotect-mobile/xprotectmobilehelp/setting-up-xprotect-mobile/>
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.

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 regards 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.

Add-ons 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 the Milestone Husky NVR unit (any Milestone Husky NVR product, except Milestone 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 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 the Milestone Husky NVR unit (any Milestone Husky NVR product, except Milestone Husky M10) 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® 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 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 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 a 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 XProtect VMS product.

Milestone XProtect® Screen Recorder

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:

1. 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).
2. 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.
3. The Product may only be used together with Milestone XProtect VMS products and Milestone Husky NVR units.
4. For each use instance of the Product, one (1) camera license is required in the Milestone XProtect VMS product or Milestone Husky NVR unit.
5. 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.

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 under one (1) Software License Code, as long as each of these computers have a valid license for the Product.

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 ONVIF Bridge

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.

Milestone DirectShow Filter

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 outdated 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.

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.

Milestone Software® Manager

Installation and Use – for the **Milestone Software Manager** utilities ("Software Manager") the following applies:

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

1. The Software Manager may only be used in connection with computers running operating systems for which the Software Manager was intended as well as in connection with computers running future operating systems Milestone may confirm to be supported by the Software Manager. Please see <https://www.milestonesys.com/solutions/hardware-and-add-ons/milestone-addons/utilities/>
2. The Software Manager may only be used in connection with the Milestone XProtect products for which Software Manager was originally intended as well as with future products Milestone may confirm to be supported by the Software Manager. Please see <https://www.milestonesys.com/solutions/hardware-and-add-ons/milestone-addons/utilities/>
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.

Husky

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) 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.
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 and MIP SDK Mobile

Installation and Use – for the **MIP SDK** (Milestone Integration Platform Software Development Kit), and for the **MIP SDK Mobile** the following applies:

Milestone hereby grants you the right to install and use each of the Products, i.e. MIP SDK and MIP SDK Mobile, 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. MIP SDK: You may redistribute to 3rd 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 and the \VpsSamples\bin folder), and provided that all licensing agreements, to include but not limited to those listed in the "3rd 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. MIP SDK Mobile: You may redistribute to 3rd parties the parts of the Product which have been specifically designated as redistributable components (these are the run-time executable files contained in the lib folder of every subfolder of the MIP SDK Mobile), and provided that all licensing agreements, to include but not limited to those listed in the “3rd party software terms and conditions.txt” file in 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.
7. 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.
8. 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.
9. 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:

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. 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.
7. Additional third party charges may apply for using the Milestone Customer Dashboard service, including, but not limited to, communication cost.