

# Milestone 最终用户许可协议

这是原始“Milestone 最终用户许可协议”的翻译版本。如果对本最终用户许可协议的条款和条件的理解存在不确定或争议之处，以英文原始版本为准。“Milestone 最终用户许可协议”的英文原始版本随附于该本地化版本之后。

注：如果您是 Milestone 经销商、系统集成商或以其他方式代表第三方安装本产品，您应确保用户接受本最终用户许可协议并在自愿的前提下同意提供最终用户的个人资料，以便在 Milestone Systems 中进行登记。

本最终用户许可协议（“EULA”）是您（个人或单个法人）与 Milestone Systems A/S（简称“Milestone”）之间具有法律效力的协议，该协议主要针对 Milestone 产品或实用工具，产品可包括相关的软件和硬件组件、媒体、印刷品、联机文档或电子文档以及任何更新或纠正（简称“产品”）。如果您购买了本产品作为 Milestone 提供的计算机或服务系统的组成部分，则这类系统的所有硬件和软件组件都应依本 EULA 的条例而言被视为本产品的组成部分，但包括在系统文档中单独的第三方许可协议涵盖或另行集成到系统中的任何第三方软件或硬件组件除外。

安装、部署、复制，或以其他方式使用产品，即表明您同意遵守本 EULA 所规定的条款。如果不同意本 EULA 的条款，则不要安装或使用本产品。如要退货，请在购买本产品之日起 30 天内携带本产品及所有相关材料到购买点，以获得全额退款（需扣除全部运费和手续费）。如果您或您的代表，包括您的 Milestone 经销商（代表您）在您购买本产品之前或作为购买本产品的组成部分接受了本 EULA，则此退货政策不适用。此外，此退货政策不适用于 Milestone Husky 产品和相关硬件。本产品受到版权法、国际版权条约以及其他知识产权法律和条约的保护。请注意，本产品的所有软件部件均授权给您使用，而不是销售。本产品的许可不构成对知识产权的租赁或出售，或对本产品中的任何知识产权的任何所有权转让。

对于需要软件许可证号（“SLC”）的 Milestone 产品，购买本产品时您收到的软件许可证号即表示您所获得的授权。

**附属公司。**根据本 EULA，您已获得 Milestone XProtect Corporate、Milestone XProtect Expert 和/或 Milestone XProtect Professional+ 的许可，让您以授权您的附属公司及其各自的雇员、代表和其他为您的附属公司工作的人员访问和使用此类产品，但前提是您在任何时候都必须完全遵守本 EULA 的条款，就附属公司对产品的访问和使用承担全部责任。这项权利还涵盖您为 Milestone XProtect Corporate、Milestone XProtect Expert 和/或 Milestone XProtect Professional+ 购买的 Milestone 附加产品和组件。您应确保 (i) 您的附属公司在获得产品访问权之前均已提交本 EULA，并且 (ii) 您的附属公司遵守本 EULA 中的条款。就本 EULA 而言，“附属公司”包括直接或间接由您控制、控制您或与您共同控制的任何法人实体，其中“控制”是指拥有超过百分之五十的投票权证券，从而有权选举或任命董事会的大多数成员，或者拥有类似的管理权限。

**无人值守远程更新的接受。**您组织的系统管理员可以在今天或将来通过使用某种工具或操作系统方法，在您的计算机上启用软件产品的远程和无人值守更新或安装；Milestone Software Manager 是此类工具的一个例子。如果使用此类工具无人值守地更新产品，可能不会提示您接受新产品的 EULA。通过接受现在的 EULA，即表示您将接受将来产品更新的 EULA 权利指定给代表您的系统管理员。

**AWS 云部署。**Milestone XProtect 视频管理软件产品亦采用自带许可证（“BYOL”）模式以亚马逊机器映像（“AMI”）形式交付，或随附 Milestone XProtect® Essential+ 的许可证，并且可以通过相关 CloudFormation 脚本在 AWS 云服务基础设施上部署。该脚本会将本产品默认部署在您 AWS 账户下的一个全新虚拟私有云（“VPC”）中。您可以根据将本产品部署至您的特定 AWS 云服务基础设施的需要，修改 CloudFormation 脚本或由其生成的默认部署。CloudFormation 脚本按“原样”提供，不附带任何形式的担保，其中包括但不限于对特定用途适用性的默示保证。对于针对 CloudFormation 脚本或由其生成的默认部署的修改，Milestone 明确声明不提供任何担保，且不承担任何责任。因部署以及使用已部署产品而产生的所有风险及责任，均应由用户自行承担。

**知识产权。**本产品及其副本所涉及的所有相关权利及所有权（包括但不限于版权）均属 Milestone 所有；如果有第三方参与产品开发，则相应参与部分的相关权利及所有权由我们的许可方所有。Milestone 保留所有未明确授予的权利。

本产品可能包含 HEVC/H.265 技术，该技术已获得 HEVC Advance 专利组合许可证的许可，并且该技术的使用受 Patentlist.hevcadvance.com 上所列专利的一项或多项权利要求的保护。

**对第三方权利的侵害。**Milestone 将负责确保本产品不会侵害任意第三方的知识产权，但是，就专利权而言，仅在 (a) 您购买之日起，在美国或欧盟同意和公布专利权，和 (b) 仅当本产品在未使用任何其他产品或技术时成为独

立产品受到侵害。如果任何符合此类的行为对您造成侵害，您应及时向 Milestone 发出相关书面通知。然后，Milestone 会全权处理此案例，并承担针对此案例的所有相关法律费用。Milestone 将会请权威律师代表其自己进行诉讼，或协商解决对您作为用户造成的所谓侵害。Milestone 将有资格自行决定您是否获得继续使用本产品的权利，或是通过修改或使用完全拥有与本产品相同功能的另一产品代替来了结侵害事宜，否则，如果这些补偿没有一种能够以 Milestone 可承担的合理费用解决的，则会终止本 EULA，且立即生效。一旦终止，您将不能进一步向 Milestone 索赔（包括但不限于任何赔偿或补偿）。

**错误纠正。**本产品的缺陷或错误仅在它影响产品整体方面的功能性或妨碍产品的操作时才被视为是重要问题。自本产品购买之日起 90（九十）天内，如果您证明本产品存在重要缺陷或错误，Milestone 将根据自己的判断，负责（i）交付一份无重要缺陷或错误的新产品给您，（ii）免费修补或纠正错误，或（iii）终止本 EULA 并在您返还本产品的所有副本后偿还所有授权费。本章节的规定构成了在产品中存在缺陷或问题时的您的唯一补偿。

**无担保。**除非 Milestone 提供特别担保作为产品文档的组成部分，否则 Milestone 明确不承担本产品的任何担保。本产品以及相关文档均按“原样”提供，不附带任何明示或默示的担保，其中包括但不限于默示的保证或适销性、某种特定用途的适合性。因使用或操作本产品而产生的所有风险由用户自行承担。请注意，将本产品与某些设备或其他软件一起使用时所执行的监控行为或数据处理行为可能会受到相关法律的限制，甚至可能违反这些法律，这些法律包括但不限于数据保密法和刑法。作为用户，您需要确保自己的使用行为遵守适用法律。

### **禁止使用。**

本产品只能按照其所在司法辖区、国家或地区的适用法律进行应用或使用。这包括但不限于对您使用本产品监控和录制内容的可能的法律限制，有关在本产品中存储记录的数据或其他数据的政策，以及当从本产品导出这些记录的数据时如何处理它们。您单独负责用户了解并遵守这些法律和限制。对于因违反这些法律和/或限制所导致的任何直接、间接或后果性损失或损害，Milestone 概不承担任何责任。

此授权不含在违反联合国世界人权宣言条款，而对他人人权构成蓄意或相关威胁时使用本产品。严禁将此产品用于上述任一用途，凡有违背者均视为严重违反此 EULA 并将立即剥夺其产品的完整授权而不另行通知，此后若继续使用本产品均视为违法行为。

**Copenhagen Clause。**Milestone 是 Copenhagen Letter 的签约方。Copenhagen Letter 是一份技术宣言，旨在就技术的力量以及技术应如何提高人们的生活质量进行开诚布公的公众对话。我们作为塑造技术的人必须反思技术如何对人类的需求和行为产生影响，以及我们应如何进一步负责任地使用技术。Milestone 鼓励我们的合作伙伴不仅参与到这一有关负责任地使用技术的重要讨论，而且要在 [www.copenhagen-hagenletter.org](http://www.copenhagen-hagenletter.org) 网站上签署 Copenhagen Letter，并在其各自的协议中采纳相应的 Copenhagen Clause。

**责任限制。**本部分介绍相关法律的最大适用范围。在任何情况下，Milestone 或其供应商不对任何特殊的、偶然的、间接的或后果性损害（包括但不限于营业利润损失、营业中断、商业信息丢失或其他任何财产损失所造成的伤害）负责，也不对任何产品责任负责（人身伤害除外），无论这些损害是否是由于使用本产品、本产品存在功能缺陷或无法提供适当支持所造成，即使 Milestone 被告知这些损害的可能性。如果损害并非由操作不当或严重疏忽所造成，则应由 Milestone 及其供应商承担的所有责任将限制在您为本产品所支付的实际金额范围之内。

**第三方许可。**该产品包括您使用特定产品文档中规定的特定第三方软件的权利。您可以使用该产品并将其与其他第三方软件集成，您有责任在安装时调查并获取任何此类第三方软件的使用权。

**Milestone 产品生命周期。**您对产品的使用还必须遵循 Milestone 产品生命周期，参见 <https://www.milestonesys.com/support/tools-and-references/product-lifecycle/>。按照 Milestone 产品生命周期，许可证激活期限为产品进入一般可用阶段后 10 年。10 年后，可能无法再添加新的 IP 设备和/或更换本产品连接和/或支持的 IP 设备。但是，根据本最终用户许可协议（EULA），您将保留使用本产品的权利，且现有 XProtect 系统将继续运行。

**其他。**（a）您可以根据需要制作数量适当的本产品副本，用作备份和存档，但必须在此类副本上复制重现全部所有权利声明。（b）除非本 EULA 明确允许，否则您不得向第三方分发、再许可或以其他方式提供本产品。（c）在适用法律所允许的范围之外，不能进行逆向工程、反编译、修改或分解本产品的任何组件，这些限制不可在协议中放弃。（d）除转让任何所有者权益（包括 Milestone 产品）的情况之外，本 EULA 不可转让。如果受让方同意本 EULA 中的条款，您可以向受让方永久转让您对本产品所拥有的所有权利。

**终止。**在不损害任何其他权利的情况下，如果您未能遵守本条款及条件，和/或您未能遵守或为了让 Milestone 遵守适用的出口管制要求，Milestone 可能会终止本 EULA，且您没有任何追索损害赔偿金、退款或任何补偿的权利。在这种情况下，您必须立即停止使用本产品并销毁本产品的所有副本，并以书面方式证明此类销毁。

**条款可分割性。**如果法院或具有法定权力的政府机构确定本 EULA 的任一规定无效、仅在有限范围内不可实施或可实施，则目前所述的 EULA 在这些条款发生冲突或受到限制时将仍继续具有完全效力。

**完整协议。**本 EULA 制定了双方的完整和全部协议，在此涉及到制定本 EULA 之前的主题和所有书面及口头承诺与各种保证，所有在此未作表述的默示特约条款、普通法规或一般法律规章在双方间均无效。

**准据法。**您与 Milestone 之间的本 EULA 和合约都受到丹麦法律制约，而且哥本哈根海事和商业法院是对相关争端进行裁决的唯一合法场所。

**许可、安装和使用条件与限制。**Milestone XProtect 视频管理软件产品支持 IP 设备。IP 设备可以是摄像机、编码器、视频服务或在应用的产品安装中通过唯一 IP 地址进行寻址的其他类型的视频和非视频设备。对于 Milestone 支持的设备列表中包含的具有一个 IP 地址的 IP 设备，每个连接到产品并在产品中启用的 IP 设备都需要一个设备许可证。对于具有多个已启用 IP 地址的 IP 设备，所需的设备许可证数量在 Milestone 支持的设备列表中指定。请访问 <https://www.milestonesys.com/community/business-partner-tools/supported-devices> 查看支持的设备列表中受支持的 IP 设备、所需的许可证数量以及例外情况。对于具有一个 IP 地址的 IP 设备，适用以下例外情况：(i) 对于通过中间设备或中间系统连接到产品的 IP 设备，每个启用的视频通道都需要一个设备许可证；(ii) 具有多个镜头或传感器和编码器的 IP 设备，最多可连接 16 个模拟摄像机，仅算作一个 IP 设备；(iii) 对于具有 16 个以上通道的编码器，每个启用的视频通道都需要一个设备许可证。其他特定例外情况可能适用，请参阅 Milestone 支持的设备列表以了解详细信息。

对于未包含在 Milestone 支持的设备列表中的 IP 设备以及 Milestone MIP SDK 中包含的视频处理服务驱动程序，则适用以下情况：(i) 具有视频功能的 IP 设备，每个启用的视频通道需要一个设备许可证，(ii) 没有视频功能的 IP 设备，每个 IP 地址需要一个设备许可证。具体的许可条款可能适用于特定的 XProtect® 视频管理软件产品，请参考产品的具体条款与条件，以及 (iii) 视频处理服务驱动程序在接收来自任何连接的视频处理系统或任何直接或间接连接的设备的视频时，每个启用的视频通道都需要一个设备许可证。

**系统数据的收集与注册。** 激活产品许可证，即表明您接受在 Milestone 的许可系统中交换和存储核心系统数据（例如，所使用设备的数量）。为每个许可证和连接到系统的每个设备生成一个唯一的密钥。Milestone 收集所连接设备的 MAC 地址，并跟踪摄像机注册和删除的次数，以确保根据 EULA 使用许可证。Milestone 还会注册激活许可证的服务器的 IP 地址。对于使用 Milestone 推送通知的系统，Milestone 会跟踪移动设备服务器的全局唯一标识符（“GUID”）和为接收通知而注册的移动设备，以及为接收推送通知而输入的电子邮件地址。如果您将本产品与任何插件或其他集成应用程序一起使用，那么在激活产品的许可证时，有关这些应用程序的基本数据也将被收集并发送给 Milestone。有关集成应用程序的数据包括一些信息，诸如制造商的名称、集成的名称和版本。收集和维持系统数据的目的是方便 Milestone 及其渠道合作伙伴实施 Milestone 产品的许可证管理。对于集成应用程序，Milestone 会将收集到的数据用于统计和分析目的。您同意不会更改、修改或以任何形式篡改传输至在线服务的数据。

**终端用户数据、通用数据保护条例：** 当通过我们的渠道合作伙伴购买产品许可时，贵公司的商业信息将在注册在 Milestone 上。您也需要向 Milestone 提供姓名、电子邮箱和电话号码等联系人信息。Milestone 为了收集并进一步使用此类数据，可能会要求您按照 Milestone 订立的规则注册您的帐户。如果 Milestone 要求您注册帐户，那么在帐户注册完成并通过此类帐户提供要求的数据，以便 Milestone 能够验证您作为产品终端用户的身份之前，授予您的许可不会被激活。在使用许可期间收集并维护此类信息的唯一目的是使 Milestone 能够验证终端用户对本产品的被许可人身份，包括出于出口管制的目的，以及使 Milestone 及其渠道合作伙伴能够实施许可管理，执行 Milestone 渠道计划，并为产品提供技术支持。Milestone 是一个关于在下文收集并使用的个人数据的数据控制器。Milestone 会根据我们的隐私政策 (<https://www.milestonesys.com/privacy-policy/>) 处理您的个人数据。本 EULA 适用于所有产品，并且以其一般条款和具体条款以及条件对提到的单独产品有效，如下节所示：

## Milestone XProtect® 视频管理软件

### Milestone XProtect® Corporate

**安装和使用** - 对于 XProtect Corporate 产品，适用以下条款：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下条件和限制：

1. 可在根据软件许可证号指定为管理服务器和可能的群集管理故障转移服务器的、数量不受限制的计算机上安装本产品的“Management Server”组件。
2. 可以在被指定为录制服务器和故障转移记录服务器的数量不受限制的计算机上安装本产品的“录制服务器”组件。录制服务器和故障转移记录服务器必须由上述特定说明的指定管理服务器管理。
3. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
4. 安装本产品还表示您同意遵守 Microsoft 的 Microsoft SQL Server 2019 Express Edition 软件许可条款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)

5. 不管是以直接还是间接形式，只有您本人、您的员工或其他为您工作的人（包括调查案件的执法机关）可以操作本产品，以下第 9 段和第 10 段中说明的情况除外。因此，本产品不得以任何方式由您的客户或其他第三方操作或使用，但上述规定的您的附属公司除外（参见本 EULA 一般条款中的“附属公司”部分）。
6. 本产品只能用于对属于您或者由您或您的附属公司控制的财产或地域进行监控，或者在对不属于您或不由您控制的财产或地域进行监控时，您必须获得并保留所需的合法权限。
7. 使用 Milestone Federated Architecture，如果联合系统已合法认证，则本产品可以不受制于使用更多许可证连接其他 XProtect Corporate 或 XProtect Expert 系统。
8. 使用 Milestone Interconnect，本产品可用于连接属于您或第三方的其他 Milestone 视频管理软件产品和其他 Milestone 许可的产品（请参阅 Milestone 网站 <https://www.milestonesys.com/solutions/hardware-and-add-ons/milestone-addons/interconnect/milestone-interconnect-compatibility/> 了解兼容产品的最新概况）。Milestone Interconnect 的使用需遵守以下条件：a) 任何互连系统必须完全具有合法获得的许可权，b) 您已经通过购买或订阅合法获得了 Milestone Interconnect 摄像机许可证，以用于将在 XProtect Corporate 系统中访问的摄像机。
9. 如果您已经获得并保留了执行监控所需的合法权限，则使用 Milestone Federated Architecture 的第三方可以远程操作和管理本产品。
10. 您或第三方可以通过使用 Milestone Interconnect 远程操作和管理本产品，条件是：a) 您或第三方已经购买了 Milestone Interconnect 摄像机许可证，以用于将在中央 XProtect Corporate 系统中访问的摄像机，以及 b) 您已经获得并保留了执行监控所需的合法权限。
11. 将产品与第三方地图应用程序（如 Google Maps、Microsoft® Bing™Maps 或 OpenStreetMap）配合使用时，由您全权负责确保获得使用此类地图应用的充分合法权利，而且使用符合所使用第三方应用的条款和条件。
12. 您也可以将本产品与 Milestone Map Service 一起使用，这将使您能够访问 OpenStreetMap (<http://www.openstreetmap.org>)© 数据。这些数据将“按原样”提供给您，包括尽最大努力保证其可用性，但不提供任何明示或暗示的保证，无论是所有权、准确性、无错误、对目的的适用性或其他。我们对因使用 Milestone Map Service 而造成的任何损失不承担责任。
13. Advanced Audio Coding(AAC)。由于产品包含 AAC 功能，因此适用以下规定：AAC 是一项许可技术，因此需要 AAC 专利组合中适用专利的许可。AAC 许可证可从 VIA 许可公司获得。通过您的 Milestone Systems 产品，可获得数量有限的 AAC 许可证。支持 AAC 功能的任何 Milestone 产品都包括两个含有基本许可证的查看客户端许可证。当需要两个以上的查看客户端时，您将需要购买额外的许可证包。
14. 根据 EULA 一般条款“许可、安装和使用条件与限制”中指定的规则，您承认本产品只能与您已获得设备许可证的 IP 设备一起使用这一要求。

## Milestone XProtect® Expert

**安装和使用** - 对于 XProtect Expert 产品，适用以下条款：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下条件和限制：

1. 可在根据软件许可证号指定为管理服务器和可能的群集管理故障转移服务器的、数量不受限制的计算机上安装本产品的“Management Server”组件。
2. 可以在被指定为录制服务器和故障转移记录服务器的数量不受限制的计算机上安装本产品的“录制服务器”组件。录制服务器和故障转移记录服务器必须由上述特定说明的指定管理服务器管理。
3. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
4. 安装本产品还表示您同意遵守 Microsoft 的 Microsoft SQL Server 2019 Express Edition 软件许可条款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
5. 不管是以直接还是间接形式，只有您本人、您的员工或其他为您工作的人（包括调查案件的执法机关）可以操作本产品，以下第 6 段和第 7 段中说明的情况除外。因此，本产品不得以任何方式由您的客户或其他第三方操作或使用，但上述规定的您的附属公司除外（参见本 EULA 一般条款中的“附属公司”部分）。
6. 如果您已经获得并保留了执行监控所需的合法权限，则使用 Milestone Federated Architecture 的第三方可以远程操作和管理本产品，以下第 7 段中说明的情况除外。
7. 您或第三方可以通过使用 Milestone Interconnect 远程操作和管理本产品，条件是：a) 您或第三方已经购买了 Milestone Interconnect 摄像机许可证，以用于将在中央 XProtect Corporate 系统中访问的摄像机，以及 b) 您已经获得并保留了执行监控所需的合法权限。
8. 将产品与第三方地图应用程序（如 Google Maps、Microsoft® Bing™Maps 或 OpenStreetMap）配合使用时，由您全权负责确保获得使用此类地图应用的充分合法权利，而且使用符合所使用第三方应用的条款和条件。
9. 您也可以将本产品与 Milestone Map Service 一起使用，这将使您能够访问 OpenStreetMap (<http://www.openstreetmap.org>)© 数据。这些数据将“按原样”提供给您，包括尽最大努力保证其可用性，但不提供任何明示或暗示的保证，无论是所有权、准确性、无错误、对目的的适用性或其他。我们对因使用 Milestone Map Service 而造成的任何损失不承担责任。
10. Advanced Audio Coding(AAC)。由于产品包含 AAC 功能，因此适用以下规定：AAC 是一项许可技术，因此需要 AAC 专利组合中适用专利的许可。AAC 许可证可从 VIA 许可公司获得。通过您的 Milestone



Systems 产品, 可获得数量有限的 AAC 许可证。支持 AAC 功能的任何 Milestone 产品都包括两个含有基本许可证的查看客户端许可证。当需要两个以上的查看客户端时, 您将需要购买额外的许可证包。

11. 根据 EULA 一般条款“许可、安装和使用条件与限制”中指定的规则, 您承认本产品只能与您已获得设备许可证的 IP 设备一起使用这一要求。

## Milestone XProtect® Professional+

**安装和使用** - 对于 XProtect Professional+ 产品, 适用以下条款:

Milestone 特此授予您安装和使用本产品的权利, 但是具有以下条件和限制:

1. 可在根据软件许可证号指定为管理服务器和可能的群集管理故障转移服务器的、数量不受限制的计算机上安装本产品的“Management Server”组件。
2. 可以在被指定为录制服务器的数量不受限制的计算机上安装本产品的“Recording Server”组件。录制服务器必须由上述特定说明的指定管理服务器管理。
3. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
4. 安装本产品还表示您同意遵守 Microsoft 的 Microsoft SQL Server 2019 Express Edition 软件许可条款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
5. 不管是直接还是间接形式, 只有您本人、您的员工或其他为您工作的人 (包括调查案件的执法机关) 可以操作本产品, 以下第 6 段中说明的情况除外。因此, 本产品不得以任何方式由您的客户或其他第三方操作或使用, 但上述规定的您的附属公司除外 (参见本 EULA 一般条款中的“附属公司”部分)。
6. 您或第三方可以通过使用 Milestone Interconnect 远程操作和管理本产品, 条件是: a) 您或第三方已经购买了 Milestone Interconnect 摄像机许可证, 以用于将在中央 Milestone XProtect Corporate 系统中访问的摄像机, 以及 b) 您已经获得并保留了执行监控所需的合法权限。
7. Advanced Audio Coding (AAC)。由于产品包含 AAC 功能, 因此适用以下规定: AAC 是一项许可技术, 因此需要 AAC 专利组合中适用专利的许可。AAC 许可证可从 VIA 许可公司获得。通过您的 Milestone Systems 产品, 可获得数量有限的 AAC 许可证。支持 AAC 功能的任何 Milestone 产品都包括两个含有基本许可证的查看客户端许可证。当需要两个以上的查看客户端时, 您将需要购买额外的许可证包。
8. 根据 EULA 一般条款“许可、安装和使用条件与限制”中指定的规则, 您承认本产品只能与您已获得设备许可证的 IP 设备一起使用这一要求。

## Milestone XProtect® Express+

**安装和使用** - 对于 XProtect Express+ 产品, 适用以下条款:

Milestone 特此授予您安装和使用本产品的权利, 但是具有以下条件和限制:

1. 可在根据软件许可证号指定为管理服务器和可能的群集管理故障转移服务器的一 (1) 台计算机上安装本产品的“Management Server”组件。
2. 可以在被指定为录制服务器和故障转移记录服务器的一 (1) 台计算机上安装本产品的“录制服务器”组件。录制服务器必须由上述特定说明的指定管理服务器管理。
3. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
4. 安装本产品还表示您同意遵守 Microsoft 的 Microsoft SQL Server 2019 Express Edition 软件许可条款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
5. 不管是直接还是间接形式, 只有您本人、您的员工或其他为您工作的人 (包括调查案件的执法机关) 可以操作本产品, 以下第 6 段中说明的情况除外。据此, 您的客户或其他第三方均不能以任何方式操作或使用本产品。
6. 您或第三方可以通过使用 Milestone Interconnect 远程操作和管理本产品, 条件是: a) 您或第三方已经购买了 Milestone Interconnect 摄像机许可证, 以用于将在中央 Milestone XProtect Corporate 系统中访问的摄像机, 以及 b) 您已经获得并保留了执行监控所需的合法权限。
7. Advanced Audio Coding (AAC)。由于产品包含 AAC 功能, 因此适用以下规定: AAC 是一项许可技术, 因此需要 AAC 专利组合中适用专利的许可。AAC 许可证可从 VIA 许可公司获得。通过您的 Milestone Systems 产品, 可获得数量有限的 AAC 许可证。支持 AAC 功能的任何 Milestone 产品都包括两个含有基本许可证的查看客户端许可证。当需要两个以上的查看客户端时, 您将需要购买额外的许可证包。
8. 根据 EULA 一般条款“许可、安装和使用条件与限制”中指定的规则, 您承认本产品只能与您已获得设备许可证的 IP 设备一起使用这一要求。

## Milestone XProtect® Essential+

**安装和使用** - 对于 XProtect Essential+ 产品, 适用以下条款:

Milestone 特此授予您安装和使用本产品的权利, 但是具有以下条件和限制:

1. 可在根据软件许可证号指定为管理服务器和可能的群集管理故障转移服务器的一 (1) 台计算机上安装本产品的“Management Server”组件。
2. 可以在被指定为录制服务器和故障转移记录服务器的一 (1) 台计算机上安装本产品的“录制服务器”组件。录制服务器必须由上述特定说明的指定管理服务器管理。

3. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
4. 安装本产品还表示您同意遵守 Microsoft 的 Microsoft SQL Server 2019 Express Edition 软件许可条款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
5. 只能使用本产品对您拥有或控制的财产以及地域进行监控或视频记录。不能使用本产品对您的客户或客户的财产及地域进行监控。
6. 总之，能与本 EULA 范围内安装的本产品一起使用的已激活 IP 设备数量不得超过八 (8) 台。受八 (8) 台已激活 IP 设备这一限制的约束，根据本 EULA 一般条款“许可、安装和使用条件与限制”中指定的规则，您承认本产品只能与您已获得设备许可证的 IP 设备一起使用这一要求。
7. 除在 Milestone 网站上为您提供产品信息对话框中可检索的支持信息之外，本产品不提供其他支持服务。

## XProtect® 客户端

### Milestone XProtect® Smart Client

**安装和使用** - 对于 XProtect Smart Client 产品，适用以下条款：

Milestone 特此授予您安装和使用不受限制的本产品副本的权利，但是具有以下条件和限制：

1. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
2. 本产品只能配合官方兼容的 XProtect 视频管理软件产品或 Milestone Husky NVR 单元一起使用。与 XProtect 视频管理软件产品或 Milestone Husky NVR 单元一同使用时，本产品也可与其他兼容 Milestone 产品以及构建于 Milestone 软件开发工具包或 Milestone Integration Platform 软件开发工具包之上的第三方产品/组件一同使用。
3. 当本产品与官方兼容的 Milestone 产品一同使用时，本产品也可与构建于 Milestone Integration Platform 软件开发工具包之上的其他第三方产品/组件一同使用。
4. 本产品的使用受所应用 XProtect 视频管理软件产品的最终用户许可协议的限制。

### Milestone XProtect® Web Client

**使用** - 对于 XProtect Web Client 产品，适用以下条款：

Milestone 特此授予您使用数量不受限制的计算机和设备上的产品的权利，但是具有以下条件和限制：

1. 通过购买 Milestone XProtect Web Client 即表示您接受该 EULA 中的 Milestone 一般条款。
2. 只能在运行适用于本产品的操作系统的计算机和设备上使用本产品。
3. 本产品只能与 Milestone XProtect Mobile 服务器的官方支持版一同使用，或者在 Milestone 提供的专用产品评估环境下使用。请参阅

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

### Milestone XProtect® Mobile

**安装和使用** - 对于 XProtect Mobile 客户端产品，适用以下条款：

Milestone 特此授予您安装和使用不受限制的本产品副本的权利，但是具有以下条件和限制：

1. 只能在运行适用于本产品的操作系统的设备上使用本产品。
2. 本产品只能与 XProtect Mobile 服务器的官方支持版一同使用，或者在 Milestone 提供的专用产品评估环境下使用。请参阅 <https://www.milestonesys.com/solutions/platform/clients/xprotect-mobile/xprotectmobilehelp/setting-up-xprotect-mobile/>。
3. 手机视频推送功能的使用应遵从与其一起使用的 XProtect 视频管理软件产品或 Milestone Husky NVR 单元的许可，其中需要使用手机视频推送功能的每个已命名 XProtect Mobile 客户端用户都需要 XProtect 视频管理软件产品或 Milestone Husky NVR 单元中的一个 (1) 个摄像机许可证。

### Milestone XProtect® Mobile 服务器

**安装和使用** - 对于 XProtect Mobile 服务器产品，适用以下条款：

Milestone 特此授予您安装和使用不受限制的本产品副本的权利，但是具有以下条件和限制：

1. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
2. 本产品只能配合获得合法许可的 XProtect 视频管理软件产品或 Milestone Husky NVR 单元一起使用。
3. XProtect Mobile 服务器的使用受与其一同使用的 Milestone XProtect 视频管理软件产品或 Milestone Husky NVR 单元的最终用户许可协议的进一步限制。
4. 通过接受本 EULA，您代表最终用户接受您允许有关使用 XProtect Mobile 和 XProtect Web Client 连接到 XProtect Mobile 服务器的条款和条件。
5. 智能连接、手机视频推送和移动推送通知的使用依赖于第三方服务和网络连接，如通知服务和无线通信网络。除了上述“责任限制”部分中定义的 Milestone 责任中的常规限制外，对于由于使用或无法使用任何

上述功能直接造成的任何责任，或由用于提供上述功能的任何第三方网络或服务组件间接导致的任何责任，Milestone 概不负责。

6. 智能连接和移动推送通知功能的使用受有效 Milestone Care Plus 服务合同的限制。由于未能及时更新 Milestone Care Plus 覆盖范围而造成服务中断，Milestone 不接受由此产生的任何责任。
7. 使用 XProtect Mobile 服务可能产生额外的第三方费用，包括但不限于通信费和第三方服务订阅费。

## 附加产品和组件

### Milestone XProtect® Access

**安装和使用** - 对于 XProtect Access 产品，适用以下条款：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下条件和限制：

1. 本产品只能搭配 XProtect 视频管理软件产品（任何 XProtect 视频管理软件产品，不包括 XProtect Essential+）或者这些产品经批准的 OEM 版本或者已经通过购买或订阅合法获得许可证的 Milestone Husky NVR 产品一起使用。
2. 可以从连接到 XProtect 视频管理软件系统或 Milestone Husky NVR 单元的数量不受限制的 XProtect 管理应用程序/XProtect 管理客户端和 XProtect Smart Client 运行本产品。
3. 为便于与第三方系统通信，可在 XProtect 视频管理软件系统或 Milestone Husky NVR 单元中的事件服务器上安装数量不受限制的 XProtect Access 插件。除了上述“责任限制”部分中定义的 Milestone 责任中的常规限制外，在由 Milestone 之外的其他方提供插件，或 Milestone 提供的 XProtect Access 插件配合未针对进行设计并进行验证的第三方产品或第三方产品版本使用时，Milestone 不接受由于使用本产品或无法使用本产品而造成的任何责任。此外，Milestone 不接受由于配合 XProtect Access 使用的任何第三方产品中的错误导致的、使用本产品或无法使用本产品而造成的任何责任。
4. 本产品只能配合官方兼容的 XProtect 视频管理软件产品和 Milestone Husky NVR 单元一起使用。
5. 能通过 XProtect Access 使用的门的数量不得超过所购买并根据软件许可证号为本产品注册的门许可证的数量。

### Milestone XProtect® LPR

**安装和使用** - 对于 XProtect LPR 产品，适用以下条款：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下条件和限制：

1. 本产品只能搭配已经通过购买或订阅合法获得了许可证的 XProtect 视频管理软件产品（任何 XProtect 视频管理软件产品，不包括 XProtect Essential+）或这些产品经过批准的 OEM 版本，或 Milestone Husky NVR 单元（任何 Milestone Husky NVR 产品）使用。
2. 可在根据软件许可证号指定为 XProtect LPR 服务器的数量不受限制的计算机上安装 XProtect LPR。
3. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
4. 本产品只能配合官方兼容的 XProtect 视频管理软件产品和 Milestone Husky NVR 单元一起使用。当本产品与官方兼容的 Milestone 产品一同使用时，本产品也可与构建于 Milestone Integration Platform 软件开发工具包之上的其他第三方产品/组件一同使用。
5. 可在指定为事件服务器或录制服务器的数量不受限制的计算机，或运行 Management Client 应用程序的计算机上安装 XProtect LPR 插件。
6. 能通过 XProtect LPR 使用的摄像机的数量不得超过所购买并根据软件许可证号为本产品注册的 LPR 摄像机许可证的数量。
7. 可在数量不受限制的 XProtect LPR 服务器上部署 XProtect LPR License Plate Library（XProtect LPR 牌照识别库）。
8. 能通过 XProtect LPR 使用的 XProtect LPR License Plate Library 的数量不得超过所购买并根据软件许可证号为本产品注册的数量。

### Milestone XProtect® Management Server Failover

**安装和使用**——对于 XProtect Management Server Failover 产品，适用以下条款：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下条件和限制：

1. 本产品仅适合搭配 Milestone XProtect Corporate 和 Milestone XProtect Expert 使用，尤其是此类 Milestone XProtect 视频管理软件产品的 R1 2022 及以上版本，但应遵守适用于此类 Milestone XProtect 视频管理软件产品的 Milestone EULA。
2. 本产品一次只能在一个专门用于您自己内部业务目的的指定系统上使用、展示和执行。“指定系统”是指您首次运行本产品且为之提供许可的指定电脑系统。本产品只能在运行适用于本产品的操作系统的指定计算机系统上使用。

3. 如果您因无法控制的情况而暂时无法在指定系统上使用本产品，您可以暂时在另一个指定系统（“备用系统”）上使用本产品。为此，Milestone 会签发一个临时许可，但您必须事先书面通知 Milestone，并提供签发此类临时许可所需的所有信息。当指定系统的临时故障修复之后，您应销毁本产品在任何备份系统上的所有副本，并应在三个工作日内以书面方式向 Milestone 证明此类销毁。
4. 您可以将本产品永久性转移到另一个不同的指定系统（“替代指定系统”），但本产品在原指定系统上的所有副本均应移除并销毁，且应在三个工作日内以书面方式向 Milestone 证明此类销毁。Milestone 会签发一个新的许可，以支持在替代指定系统上使用，但您必须事先书面通知 Milestone 并提供签发此类新许可所需的所有信息。
5. 因您使用本产品或因本产品中断所导致的任何数据丢失，包括 Milestone XProtect 系统的数据和/或配置丢失，Milestone 明确拒绝承认任何担保和责任。
6. 本产品的使用进一步受限于适用于 Milestone XProtect 视频管理软件产品使用版本的 Milestone EULA 条款。
7. 为了使用本产品，您必须购买 XProtect Management Server Failover 许可。您的指定系统内的主要和辅助管理服务器均必须购买此类许可。

## Milestone XProtect® Incident Manager

**使用** - 对于 Milestone XProtect Incident Manager 产品，适用以下条款：

Milestone 特此授予您使用本产品的权利，但是具有以下限制：

1. 本产品只能与以下 Milestone XProtect 视频管理软件产品或这些产品的批准 OEM 版本结合使用：Milestone XProtect Corporate version 2022 R2 或更高版本，以及 Milestone XProtect Expert、Milestone XProtect Professional+ 和 Milestone XProtect Express+，它们是这些产品的版本 2022 R3 或更高的版本。
2. 为了使用本产品，您必须购买 XProtect Incident Manager 许可证。如果您使用的是 Milestone XProtect Corporate 版本 2022 R2 或更高版本，则本产品的许可证将包含在您的 Milestone XProtect Corporate 产品的许可证中并与该许可证一起激活。
3. 本产品的使用还受适用于 Milestone XProtect 视频管理软件产品应用版本的 Milestone EULA 条款或适用于 Milestone 产品应用 OEM 版本的许可协议条款的约束和限制。

## Milestone XProtect® Transact

**安装和使用** - 对于 XProtect Transact 产品，适用以下条款：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下条件和限制：

1. 本产品只能搭配已经通过购买或订阅合法获得了许可证的 XProtect 视频管理软件产品（任何 Milestone XProtect 视频管理软件产品，不包括 XProtect Essential+）或这些产品经过批准的 OEM 版本，或 Milestone Husky NVR 单元（任何 Milestone Husky NVR 产品）使用。
2. 可以从连接到 XProtect 视频管理软件系统或 Milestone Husky NVR 单元的数量不受限制的 XProtect 管理应用程序/XProtect 管理客户端和 XProtect Smart Client 运行本产品。
3. 本产品只能配合官方兼容的 XProtect 视频管理软件产品和 Milestone Husky NVR 单元一起使用。当本产品与官方兼容的 Milestone 产品一同使用时，本产品也可与构建于 Milestone Integration Platform 软件开发工具包之上的其他第三方产品/组件一同使用。
4. 能通过本产品使用的源连接的数量不得超过所购买并根据指定 XProtect Transact 使用的软件许可证号进行注册的连接许可证所允许的数量。

## Milestone XProtect® Smart Wall

**使用** - 对于 Milestone XProtect Smart Wall 产品，适用以下条款：Milestone 特此授予您使用本产品的权利，但是具有以下条件和限制：

1. 本产品可以搭配 XProtect Corporate 系统使用，而无需单独许可。可以搭配已经合法获得了 XProtect Smart Wall 基本许可证的 XProtect Expert 使用本产品。
2. 可以从连接到本 XProtect Corporate 系统的数量不受限制的 XProtect 管理客户端和 XProtect 智能客户端运行本产品。
3. 本产品的使用受 XProtect 视频管理软件产品的最终用户许可协议的限制。

## Milestone XProtect® Screen Recorder

**安装和使用** - 对于 Milestone XProtect Screen Recorder 产品，适用以下条款：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下条件和限制：

1. 本产品可在运行本产品专用的操作系统的数量不受限制的计算机和其他设备（此后称为计算机）上安装。



2. 只能使用本产品对您拥有或控制的计算机进行监控或其他视频录制。例如，因此不能使用本产品对您的客户或客户的计算机进行监控。
3. 本产品只能搭配 Milestone XProtect 视频管理软件产品和 Milestone Husky NVR 单元一起使用。
4. 对于本产品的每个使用实例，Milestone XProtect 视频管理软件产品或 Milestone Husky NVR 单元中需要一 (1) 个摄像机许可证。
5. 本产品的使用受 Milestone XProtect 视频管理软件产品或 Milestone Husky NVR 单元的最终用户许可协议的限制。

## Milestone XProtect® 360° 拆分视图插件

**安装和使用** - 对于 **Milestone XProtect 360° 拆分视图插件产品**，适用以下条款：

1. 与 Milestone XProtect 视频管理软件产品或这些产品经过批准的 OEM 版本或 Milestone Husky NVR 单元搭配使用时，本产品只能连接 Milestone XProtect Smart Client 使用，并且应该遵守本 EULA 中规定的这些产品的安装和使用限制。
2. 本产品可以安装在数量不受限制的计算机上。

## Milestone XProtect® Input Unit Plug-ins

**安装和使用** - 对于 **Milestone XProtect Input Unit Plug-ins 产品**，适用以下条款：

1. 与 Milestone XProtect 视频管理软件产品或 Milestone Husky NVR 单元配合使用时，本产品只能连接 Milestone XProtect Smart Client 使用，并且应该遵守本 EULA 中规定的这些产品的安装和使用限制。
2. 本产品可以安装在数量不受限制的计算机上。

## Milestone XProtect® Device Pack

**安装和使用** - 对于 **Milestone XProtect 设备软件包产品**，适用以下条款：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下条件和限制：

1. 本产品及其单独的设备驱动程序只能搭配官方兼容且已经合法获得了许可证的 Milestone XProtect 视频管理软件产品或 Milestone Husky NVR 单元使用。
2. 只能在运行适用于本产品的操作系统的计算机上使用本产品及其单独的设备驱动程序。
3. 可以在被指定为录制服务器、故障转移记录服务器或 NVR 单元的数量不受限制的计算机上安装本产品及其单独的设备驱动程序。

## Milestone Open Network Bridge

**安装和使用** - 对于 **Milestone Open Network Bridge 产品**，适用以下条款：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下条件和限制：

1. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
2. 本产品只能搭配获得合法许可且支持 Milestone Integration Platform 的 Milestone XProtect 视频管理软件产品（不包括 XProtect Essential+）或 Milestone Husky NVR 单元一起使用。

## Milestone XProtect® Download Manager

**安装和使用** - 对于 Milestone XProtect Download Manager 产品（简称“Download Manager”），适用以下条款：

Milestone 特此授予您安装和使用不受限制的 Download Manager 副本的权利，但是具有以下条件和限制：

1. 只能在运行适用于 Download Manager 的操作系统的计算机上使用 Download Manager。
2. Download Manager 只能与随同其一起交付的 Milestone XProtect 产品（“原始 XProtect 产品”）搭配使用。Download Manager 与原始 XProtect 产品一同使用时，也可与其他兼容 Milestone 产品以及构建于 Milestone 软件开发工具包或 Milestone Integration Platform 软件开发工具包之上的第三方产品/组件一同使用。
3. Download Manager 的使用受 XProtect 视频管理软件产品的最终用户许可协议的进一步限制。

## Milestone Software® Manager

**安装和使用** - 对于 **Milestone Software Manager 实用工具**（简称“Software Manager”），适用以下条款：

Milestone 特此授予您安装和使用无限制数量 Software Manager 副本的权利，但是具有以下条件和限制：

1. Software Manager 只能搭配运行其目标操作系统的计算机使用，以及搭配运行 Milestone 可以确认受 Software Manager 支持的将来操作系统的计算机使用。请参阅 <https://www.milestonesys.com/solutions/hardware-and-add-ons/milestone-addons/utilities/>

2. Software Manager 只有搭配 Software Manager 最初目标 Milestone XProtect 产品和 Milestone 可以确认受 Software Manager 支持的将来产品使用。请参阅 <https://www.milestonesys.com/solutions/hardware-and-add-ons/milestone-addons/utilities/>
3. 通过使用 Milestone Software Manager 在其他计算机上远程安装或更新 Milestone XProtect 产品，即会将您视为那些计算机（“远程计算机”）的系统管理员。作为系统管理员，您的职责是确保远程计算机用户理解并接受使用 Milestone Software Manager 安装或更新的 Milestone XProtect 产品的 EULA，即使是在远程计算机的用户设置为无人值守的过程中，并且他们也可能看不到安装过程的情况下。通过在远程计算机上远程安装或更新 Milestone XProtect 产品，即表示您接受作为系统管理员的该职责，包括以远程计算机用户身份遵守并服从本 EULA。

## Husky

### Milestone Husky IVO™ 系列视频监控装置

**安装和使用** - 对于 Milestone Husky IVO™ 系列视频监控装置（包括以下产品：Milestone Husky 150D、Milestone Husky 350T、Milestone Husky 350R、Milestone Husky 700R、Milestone Husky 1000R 和 Milestone Husky 1800R，包括这些产品的所有变体），适用以下条款：

Milestone 特此授予您部署和使用本产品的权利，但是具有以下条件和限制：

1. 与本产品一起提供的 XProtect 视频管理软件、Husky Assistant 和其他的软件实用工具（例如，Husky 恢复工具）可以（并且只能）与随该软件一起提供的计算机硬件和操作系统一起使用。
2. Milestone 为产品提供的产品软件升级和恢复图片可以（并且只能）与本产品一起使用。
3. 本产品与 XProtect 视频管理软件一起预装。XProtect 视频管理软件的使用需遵守特定产品的条款和条件（参见本 EULA 的相关部分）并受合法获得并注册的软件许可证号限制。
4. 本产品包括内嵌的 Microsoft Windows 操作系统。内含的 Microsoft Windows 许可允许您免费访问 Microsoft 可能发布的适用 Windows 操作系统更新。根据 Microsoft 指南，您负责保持 Windows 操作系统最新版。Milestone 对未来 Windows 操作系统更新的兼容性不承担任何责任；Microsoft Windows 操作系统未来版本可能改变产品可用系统资源的使用，这可能会影响本产品的整体性能。本产品为内含的 Microsoft Windows 操作系统做进一步的细化和设计。Milestone 无法保证与其他版本的 Microsoft Windows 操作系统兼容。
5. 内含的 Microsoft Windows 操作系统必须只与本产品一起使用并且不得用于任何其他计算机硬件。Microsoft Windows 操作系统使用的条款和条件由 Microsoft 的最终用户许可协议规定。
6. 本产品可能包括来自 Dell EMC 的软件组件，如 Dell 集成远程访问控制器（iDRAC），您对此类组件的使用应遵守 Dell EMC 终端用户软件许可协议，参见 <https://www.dell.com/learn/us/en/uscopl/legal/terms-conditions/dellgrmwebpage/art-software-license-agreements>。

### Milestone Husky™ X-series NVR

**安装和使用** - 对于 Milestone Husky™ X-series NVR（包括以下产品：Milestone Husky™ X2 和 Milestone Husky™ X8，包括这些产品的所有变体），适用以下条款：

Milestone 特此授予您部署和使用本产品的权利，但是具有以下条件和限制：

1. 与本产品一起提供的 XProtect 视频管理软件和软件实用工具，包括但不限于 Husky Assistant 和 Husky 恢复工具可以（并且只能）与随该软件一起提供的计算机硬件和操作系统一起使用。
2. Milestone 为产品提供的产品软件升级和恢复图片可以（并且只能）与本产品一起使用。
3. 本产品与 XProtect 视频管理软件一起预装。XProtect 视频管理软件的使用需遵守特定产品的条款和条件（参见本 EULA 的相关部分）并受合法获得并注册的软件许可证号限制。
4. 本产品包括内嵌的 Microsoft Windows 操作系统。内含的 Microsoft Windows 许可允许您免费访问 Microsoft 可能发布的 Windows 操作系统更新。根据 Microsoft 指南，您负责保持 Windows 操作系统最新版。Milestone 对未来 Windows 操作系统更新的兼容性不承担任何责任；Microsoft Windows 操作系统未来版本可能改变产品可用系统资源的使用，这可能会影响本产品的整体性能。本产品为内含的 Microsoft Windows 操作系统做进一步的细化和设计。Milestone 无法保证与其他版本的 Microsoft Windows 操作系统兼容。
5. 内含的 Microsoft Windows 操作系统必须只与本产品一起使用并且不得用于任何其他计算机硬件。Microsoft Windows 操作系统使用的条款和条件由 Microsoft 的最终用户许可协议规定。

### Milestone Husky™ M-series NVR

**安装和使用** - 对于 Milestone Husky™ M-series NVR（包括以下产品：Milestone Husky™ M20、Milestone Husky™ M30 和 Milestone Husky™ M50，包括这些产品的所有变体），适用以下条款：

Milestone 特此授予您部署和使用本产品的权利，但是具有以下条件和限制：

1. 购买任何该产品之前需要接受本 EULA。
2. Milestone Husky NVR 软件可以（并且只能）与随该软件一起提供的计算机硬件和操作系统以及 Milestone 提供的软件许可证号一起使用。如果需要更换硬件的重要部件，软件可能需要重新安装并使用新的软件许可证号激活，新的软件许可证号可通过 Milestone 经销商或通过 Milestone 网站 [www.milestonesys.com](http://www.milestonesys.com) 上 Milestone 的 Software Registration Service Center（软件注册服务中心）获得。
3. 不管是以直接还是间接形式，只有您本人、您的员工或其他为您工作的人（包括调查案件的执法机关）可以操作本产品，以下第 5 段中说明的情况除外。据此，您的客户或其他第三方均不能以任何方式操作或使用本产品。
4. 只能使用本产品对您拥有或控制的财产以及地域进行监控或视频记录。不能使用本产品对您的客户或客户的财产及地域进行监控。
5. 您或第三方可以通过使用 Milestone Interconnect 远程操作和管理本产品，条件是：a) 您或第三方已经购买了 Milestone Interconnect 摄像机许可证，以用于将在中央 XProtect Corporate 系统中访问的摄像机，以及 b) 您已经获得并保留了执行监控所需的合法权限。
6. 本产品专为与大量设备一起使用而设计。如果您需要其他信息，请联系 Milestone 经销商或查阅产品文档。与本产品一起使用的设备数量不得超过设计以及使用软件许可证号购买和合法获得的对应许可证数据所允许的数量。

## MIP SDK 和工具

### MIP SDK 及 MIP SDK Mobile

**安装和使用** - 对于 **MIP SDK**（Milestone 集成平台软件开发工具包）以及 **MIP SDK Mobile**，适用以下条款：

Milestone 特此授予您安装和使用本产品（如 MIP SDK 和 MIP SDK Mobile）的权利，但是具有以下限制：

1. 本产品可安装在数量不受限制的计算机上，用于评估和开发。
2. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
3. 不管是以直接还是间接形式，只有您本人、您的员工或其他为您工作的人可以操作本产品。
4. 本产品只能用于连接 Milestone XProtect 产品、支持 Milestone 集成平台软件开发工具包的 Milestone Husky NVR 产品、经过批准的 OEM 版本 Milestone XProtect 产品，如果连接非 Milestone 产品，本产品可能无法单独使用。
5. MIP SDK：您可能向第三方重新分配本产品的部件，这些部件已经被指定为重新分配的组件（运行时间执行文件包含在下列产品安装文件夹的子文件夹中：\bin 和 \VpsSamples\bin 文件夹），如果所有特许权协议，包括但不限于列在本产品安装文件夹 \bin 文件夹中的“3rd party software terms and conditions.txt”文件，包含在重新分配之中，作为整体解决方案的一部分与您的组件相连，结合使用恰当获取特许权的 Milestone 已获批产品。
6. MIP SDK Mobile：若本产品的部件已被指定为重新分发的组件（即 MIP SDK Mobile 每个子文件下的 lib 文件夹中所包含的运行时执行文件），且此类重新分发包括所有特许权协议，包括但不限于在本产品安装文件夹下“3rd party software terms and conditions.txt”文件中列出的协议，您可以向第三方重新分发这些部件，作为整体解决方案的一部分，与您自己的组件相关联，并结合恰当获取特许权的 Milestone 已获批产品使用。
7. Milestone 产品的最终用户许可协议的标准条款进一步限制产品的用途，或者 Milestone 产品的 OEM 版本，需结合使用。
8. 您同意并保证不以最终用户使用 Milestone 产品或 Milestone 产品的 OEM 版本的方式使用本产品或其他技术工具，其方式可能违反涵盖特定用户的最终用户许可协议，或破坏或绕过 Milestone 产品或 Milestone 产品的 OEM 版本的许可系统。
9. 本产品包括使您能够与第三方软件连接或集成的软件工具和组件。本产品不包括此类第三方软件的许可证，您必须出于自身目的获得许可证。

### Milestone StableFPS

**安装和使用** - 对于 **Milestone StableFPS**，适用以下条款：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下限制：

1. 本产品可以在安装有 Milestone XProtect 视频软件管理产品的计算机（数量不限）上安装和使用。本产品只能用于测试、开发和演示目的。
2. 不管是以直接还是间接形式，只有您本人、您的员工或其他为您工作的人可以操作本产品。本产品包含一个设备驱动程序和预录媒体流（包括视频内容）。您不得将本产品及其组件（包括视频内容）的任何权利重新分发、再许可或以其他方式授予任何第三方。如果您将任何视频内容添加到本产品中，则您有责任确保您使

用此类视频的法律依据，包括使用第三方权利对象的许可，以及在适用法律要求此类许可、同意或其他法律依据的情况下获得数据主体的同意。

3. 本产品只能用于演示 Milestone XProtect 视频管理软件，或用于开发、测试和演示应用于 Milestone XProtect 视频管理软件的应用程序或系统。Milestone 就应用于 Milestone XProtect 视频管理软件或与之相连的应用程序或系统不提供任何明示的担保。您使用此类应用程序和系统所产生的全部风险由您作为用户来承担，包括您有责任获得使用第三方软件所需的许可证。
4. 本产品只能用于连接 Milestone XProtect 产品、支持 Milestone 集成平台软件开发工具包的 Milestone Husky NVR 产品、经过批准的 OEM 版本 Milestone XProtect 产品。如果连接非 Milestone 产品，则本产品可能无法单独使用。
5. 您同意并保证不以最终用户使用 Milestone 产品或 Milestone 产品的 OEM 版本的方式使用本产品，其方式可能违反涵盖特定产品的许可条款，或破坏或绕过 Milestone 产品或 Milestone 产品的 OEM 版本的许可系统。

## MIP SDK 工具

**安装和适用** - 对于 **MIP SDK 工具** (Milestone 集成平台软件开发工具包)：

Milestone 特此授予您安装和使用本产品的权利，但是具有以下限制：

1. 本产品可安装在数量不受限制的计算机上，用于开发目的。
2. 只能在运行适用于本产品的操作系统的计算机上使用本产品。
3. 不管是以直接还是间接形式，只有您本人、您的员工或其他为您工作的人可以操作本产品。据此，您的客户或其他第三方均不能以任何方式操作或使用本产品。
4. 本产品只能用于连接 Milestone XProtect 产品、支持 Milestone 集成平台软件开发工具包的 Milestone Husky NVR 产品、经过批准的 OEM 版本 Milestone XProtect 产品。如果连接非 Milestone 产品，则本产品可能无法单独使用。
5. Milestone 产品或者与之结合使用的 Milestone 产品 OEM 版本的最终用户许可协议中的条款和要求进一步限制了本产品的用途。
6. 您同意并保证不以最终用户使用 Milestone 产品或 Milestone 产品的 OEM 版本的方式使用本产品，其方式可能违反涵盖特定产品的许可协议（包括本 EULA）条款，或破坏或绕过 Milestone 产品或 Milestone 产品的 OEM 版本的许可系统。
7. 本产品包括使您能够与第三方软件连接或集成的软件工具和组件。本产品不包括此类第三方软件的许可证，您必须出于自身目的获得许可证。

## Milestone Customer Dashboard

**使用** - 对于 **Milestone Customer Dashboard** 实用工具，适用以下条款：

在激活 XProtect 视频管理软件许可证时，您的系统数据（如使用的设备数量、连接设备的 MAC 地址等）会被交换并存储在 Milestone 的许可系统中，并且可通过 Milestone Customer Dashboard 来访问这些数据，具体内容见本 EULA 一般条款中的“系统数据的收集和注册”部分。

Milestone 特此授予您使用 Milestone Customer Dashboard 的权利，但您需要接受以下条件 and 限制：

1. Milestone Customer Dashboard 是一个免费的在线工具，供 Milestone 和 Milestone 合作伙伴来管理和监控 Milestone XProtect 视频管理软件和许可证的安装。Milestone Customer Dashboard 包含出于以下目的的工具：(i) 管理最终用户的安装信息；(ii) 注册和激活许可证；以及在征得您同意的情况下，(iii) 对系统运行状况和性能数据的实时状态总览；以及 (iv) XProtect 视频管理软件安装中的电子邮件通知和错误过滤。
2. 作为 XProtect 视频管理软件产品的最终用户，您可以在“XProtect 最终用户注册”表格中注册您的数据，并且可以通过 Milestone XProtect 管理客户端访问这些数据。您所提供的最终用户数据被储存在 Milestone 的许可系统中。
3. 向 Milestone 提出请求后，您对 Milestone Customer Dashboard 的访问权限就可以被激活。获得该访问权限后，您可以管理您的 Milestone XProtect 产品许可证。
4. 您可能需要在 Milestone XProtect 管理客户端的“工具/选项”部分勾选方框，以同意与 Milestone Customer Dashboard 共享您的系统配置和性能数据。此类系统数据的示例有从摄像机生成的错误信息、系统或网络故障。您的同意也意味着您认可 Milestone 和 Milestone 授权的渠道合作伙伴共享您在 Milestone Customer Dashboard 中的系统配置和性能数据，以达到为您提供客户支持服务这一唯一目的。
5. 当通过 Milestone XProtect 管理客户端和/或通过 Milestone Customer Dashboard 提供您的最终用户数据、许可证数据、系统和性能数据时，您同意 Milestone 接收您的数据并将这些数据用于 Milestone 服务的许可证管理和监控，以及用于 Milestone 的分析目的以改进我们的服务。
6. 您同意不更改、修改或以任何方式篡改传输到 Milestone 许可系统和/或 Milestone Customer Dashboard 的许可证数据、系统和性能数据。您可以通过 Milestone XProtect 管理客户端进行自助式访问，以管理您的最终用户数据，您有义务保证您最终用户数据的准确性。Milestone 保留自行决定修正或删除不准确数据的权利。



7. 对于在许可证激活期间与 Milestone Customer Dashboard 的通信中断所造成的任何数据损失，Milestone 不承担责任。
8. 除了上述“责任限制”部分中定义的 Milestone 责任中的常规限制外，Milestone 不接受由于 Milestone 渠道合作伙伴错误使用或无法使用 Milestone Customer Dashboard 而造成的任何责任。
9. 访问 Milestone Customer Dashboard 的某些功能需要一份有效的 Milestone Care Plus 合同。请参阅 <https://www.milestonesys.com/solutions/services/milestone-care/>。由于未能及时更新 Milestone Care 覆盖范围而造成服务中断，Milestone 不接受由此产生的任何责任。
10. 使用 Milestone Customer Dashboard 可能产生额外的第三方费用，包括但不限于通信费。

# 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 Add-ons 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; 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.

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.

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](http://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.

**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/>. In accordance with the Milestone Product Lifecycle, 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.

**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/community/business-partner-tools/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 will be registered with Milestone. You may also need to provide Milestone with information on contact persons in form of name, email, and phone number. For the purpose of such data collection and its further use by Milestone, you may be asked to register your account in accordance with the rules specified by Milestone. If Milestone asks you to register your account, the license granted to you will not be activated before your account is registered, the required data is provided via such account and Milestone is able to authenticate you as the End-user of the Product. The purpose of gathering and maintaining such information during license usage is to enable Milestone to authenticate the End-user as a licensee of the Product, including for the purposes of export control, as well as 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, 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/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.
  1. 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.
  2. 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.

3. 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.
4. 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.
5. 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.
6. 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 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, 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. 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 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 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, 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. 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 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 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 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 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. 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://www.milestonesys.com/solutions/platform/clients/xprotect-web-client/>.

### 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.



## 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.

## 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 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® 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:

5. 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.
6. 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.

7. 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.
8. 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® 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® 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.

## 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 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\\_dellgrmwebpage/art-software-license-agreements](https://www.dell.com/learn/us/en/usccorp1/legal_terms-conditions_dellgrmwebpage/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 and Tools

## 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, and 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 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 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.

## MIP SDK Tools

**Installation and Use** – for the **MIP SDK Tools** (Milestone Integration Platform 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. 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.
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. 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.
6. 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.
7. 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.