

# Milestone 使用者授權合約

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

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

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

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

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

**附屬公司。** 您根據本 Milestone XProtect Corporate、Milestone XProtect Expert 和/或 Milestone XProtect Professional+ 的 EULA 而獲得的授權，讓您能夠向您的附屬公司及其各自員工、代表和其他為您的附屬公司工作之人授予此類產品的存取權限，並允許他們使用此類產品，前提是您將始終全權負責附屬公司根據此 EULA 的條款而訪問和使用產品。這項權利也涵蓋您為 Milestone XProtect Corporate、Milestone XProtect Expert 和/或 Milestone XProtect Professional+ 而購買的 Milestone XProtect Extensions 與元件。您應確保 (i) 您的每家附屬公司在被授予「產品」存取權限之前都提交本 EULA，並且 (ii) 您的附屬公司均遵守本 EULA 的條款。本 EULA 所稱之「附屬公司」，包含任何直接或間接由您控制，或控制您，或跟您處於共同控制之任何法人個體，其中「控制」應指擁有超過 50% 的投票股權（有權選舉或任命絕大部分董事會成員），或類似的管理權限。

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

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

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

產品可能包含根據 HEVC Advance 專利組合授權而獲授權的 HEVC/H.265 技術, 而且該技術之使用情形係屬於 patentlist.hevcadvance.com 上列出之一項或多項申請專利範圍。

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

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

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

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

根據 Milestone 的人權政策, Milestone 力求避免造成或促成不利的人權影響, 包括透過使用「產品」造成或促成不利的人權影響。因此, 本 EULA 不包括為違反《聯合國世界人權宣言》或其他國際公認的區域人權體系(包括《歐洲聯盟基本權利憲章》)中規定的任何個人或群體的人權而使用本「產品」, 或對其產生不利影響而使用本「產品」, 或與之相關。本 EULA 之下以及 Milestone 人權政策之下, 嚴禁將此產品用於上述任何用途, 若有違背均視為嚴重違反此 EULA 而導致「產品」的完整授權立即失效且不另行通知, 此後若繼續使用本「產品」則視為違法行為。同樣, 如果有人權申訴報告向 Milestone 申訴機制提交了報告, 且該報告透過 Milestone 人權申訴調查、處理和補救的內部流程得到證實, 則 Milestone 會保留終止產品許可證的權利, 無需事先通知。

**資料隱私與保護。**您聲明並確認您知道本「產品」收集並處理透過任何視訊來源, 包括攝影機、DVR、NVR 或以任何其他方式提供的個人資料, 且 Milestone 及其授權人不承擔與收集以及處理此類個人資訊作為本「產品」輸入或使用產品的方式、其品質或充分性的責任或義務, 也不得獨立存取任何此類所收集與處理的個人資料, 且 Milestone 及其授權人針對您根據任何適用法律收集、處理或使用個人資料的權利與義務不承擔任何責任或義務, 包括但不限於 GDPR 與任何其他隱私與資料保護法。

**Copenhagen Clause。**Milestone 為 Copenhagen Letter 簽署方之一員, 其旨在公開誠實地交流科技之所及, 與技術如何提升生活水準之方法。身為科技的塑造者, 我們必須反映科技如何影響人的需求與行為, 以及如何更負責任地善用科技。Milestone 鼓勵合作夥伴不只要積極參與關於如何以負責任方式利用科技的重要討論, 還要簽署

<https://www.milestonesys.com/company-news/milestone/csr/the-copenhagen-letter/>的 Copenhagen Letter，並在其協議中納入相對應之 Copenhagen Clause。

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

**第三方授權。** 「產品」包含授予您使用特定第三方軟體之權利，詳情請參閱特定「產品」之說明書。您可以使用並將「產品」與其他第三方軟體進行整合，當您安裝時，應自行查明並取得任何該等第三方軟體之使用權。

**Milestone 產品週期。** 您對「產品」之使用情形，亦受到 Milestone 產品週期的規範，詳情請參閱 <https://www.milestonesys.com/support/tools-and-references/product-lifecycle/>。依據 Milestone 產品週期，授權啟用可在「產品」普遍推出後十年內使用。過了十年後，可能就無法再新增新 IP 裝置及/或對連接至「產品」以及在「產品」中啟用之 IP 裝置進行替換。不過，在符合 EULA 規定下，您將保有您使用「產品」的權利，而且既有的 XProtect 系統將持續運作。

**其他規定。** (a) 您可以根據需要製作數量適當的「產品」複本，以作備份及歸檔之用，惟必須在該等複本上重製一切所有權聲明。(b) 除本 EULA 明確許可外，您不得將向第三方散佈、再授權或以其他方式提供「產品」。(c) 除適用法律允許並且在許可範圍內，您不得對「產品」元件的任何部分進行逆向工程、反編譯、修改、或反組譯，此限制不得透過契約放棄。(d) 本 EULA 不可轉讓，但如為轉移任何包括 Milestone 產品之所有權利益者，不在此限，在該情況下您可把您對「產品」之一切權利永久移轉給受讓人，惟該受讓人應同意本 EULA 的條款。

**出口管制。** 您在本 EULA 下的權利範圍與授權應受聯合國、美國、英國、丹麥和/或歐盟實施的任何適用制裁、出口管制法規或其他貿易限制措施所約束。如果該類使用遭到任何適用的制裁、出口管制條例或其他貿易限制措施禁止或受其約束，則您不得使用本「產品」或行使本協議項下授予的任何授權權利。如果根據適用的制裁或出口管制法律或法規而受到禁止時，Milestone 應無義務授權並提供任何 Milestone 產品。如果由於國家或國際對外貿易、海關要求、任何禁運或其他制裁而產生的任何限制和障礙，Milestone 沒有義務履行本 EULA。

**終止。** 在未損害其他任何權利的情況下，如果您未能遵守本 EULA 之條款與條件及/或您未能遵守或致使 Milestone 無法遵守適用之出口管制規定者，Milestone 得終止本 EULA，並且您不得據以主張損害賠償、退款或任何補償。在該情況下，您應立即停止使用「產品」，銷毀其所有複本，並出具書面銷毀證明。

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

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

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

**授權、安裝及使用條件及限制。** Milestone XProtect 視訊管理軟體產品支援 IP 裝置。IP 裝置可以是攝影機、編碼器、視訊服務或其他類型的視訊和非視訊裝置，這些裝置是在「產品」的應用安裝中透過唯一的 IP 位址定址。對於「Milestone 支援裝置清單」中包含的具有一個 IP 位址的 IP 裝置，每個連接並在產品中啟用的 IP 裝置都需要一個裝置授權。對於啟用了多個 IP 位址的 IP 裝置，所需的裝置授權數量明訂於「Milestone 支援裝置清單」中。請在 <https://www.milestonesys.com/support/software/supported-devices> 上的支援裝置清單中查看支援的 IP 裝置、所需的授權數量以及例外情況。以下例外情況適用於具有一個 IP 位址的 IP 裝置：(i) 對於透過中繼裝置或中間系統連接到產品的 IP 裝置，每個啟用的視訊頻道需要一個裝置授權；(ii) 具有多個鏡頭或感測器和編碼器的 IP 裝置，

且最多可連接 16 個類比攝影機者，僅計為一個 IP 裝置；(iii) 對於具有 16 個以上頻道的編碼器，每個啟用的視訊頻道都需要一個裝置授權。其他特定例外情況可能適用，請參閱「Milestone 支援裝置清單」以瞭解詳細資料。

對於不在 Milestone 支援裝置清單內的 IP 裝置，以及包含在 Milestone MIP SDK 內的 Video Processing Service 驅動程式，適用以下規定：(i) 具有視訊功能的 IP 裝置，每個啟用的視訊頻道需要一個裝置授權；(ii) 沒有視訊功能的 IP 裝置，每個 IP 位址需要一個裝置授權。對於特定的 XProtect® 視訊管理軟體產品，可能適用特定的授權條款，請參閱產品的具體條款和條件，以及 (iii) 當 Video Processing Service 驅動程式從任何已連接的視訊處理系統或任何直接或間接連接的裝置接收視訊時，每個啟用的視訊頻道需要一個裝置授權。

**系統資料蒐集與註冊。** 啟用「產品」的授權，即表示您接受核心系統（例如使用的裝置數目）在 Milestone 的授權系統中進行交換與儲存。每個連接至系統之授權與裝置會產生唯一金鑰。Milestone 蒐集已連接裝置的 MAC 位址，並紀錄攝影機註冊與刪除的次數，以確保授權使用符合 EULA 規定。Milestone 亦會登錄啟用授權之伺服器 IP 位址。對於使用 Milestone 推播通知的系統，Milestone 會記錄下行動裝置伺服器的 GUID（全域唯一識別碼）、及註冊作為接收通知的行動裝置、及登錄作為接收推播通知的電子郵件地址。如果您對產品搭配使用任何外掛程式或其他整合應用程式，該等應用程式之相關基本資料也會在啟用產品授權時被蒐集並發送至 Milestone。整合應用程式相關資料包括以下資訊：製造商名稱、整合產品的名稱與版本。收集與維護系統資料的目的，是為了讓 Milestone 及其通路合作夥伴能夠加強 Milestone 產品的授權管理。對於整合應用程式，Milestone 將基於統計和分析目的，使用其所蒐集之資料。您同意不會變更、修改或以任何方式篡改傳輸至線上服務中的資料。

**終端使用者數據，通用資料保護規範。** 透過我們的合作夥伴購買「產品」授權時，必須提供貴公司的業務資訊並在 Milestone 記錄。您可能也需要向 Milestone 提供您的聯絡人資訊，包括姓名、電子郵件與電話號碼。Milestone 保留透過 Milestone 經銷商合作夥伴收集您的業務資訊和聯絡資料的權限，包括作為產品訂購和購買過程的一部分。負責提供正確且最新的資料是您的責任，同時也必須通知任何相關聯絡人（例如，您的員工）關於向 Milestone 收集及轉移他們的資料，包括透過 Milestone 經銷商合作夥伴收集資料的情況。除非且直到提供所需資料，包括透過適用的 Milestone 經銷商合作夥伴，且 Milestone 能夠根據 Milestone 的驗證和篩選政策，驗證您為產品的終端使用者和授權使用者，否則無法購買產品，相應地，授權也無法授予您。收集及維持此類資料的目的是為了使 Milestone 能夠驗證您為產品的終端使用者和授權使用者，包括為了符合適用的監管要求之目的，例如出口控制，以及符合 Milestone 的負責任技術原則，同時也為了使 Milestone 及其經銷商合作夥伴能夠執行授權管理，進行 Milestone Partner Program 和人權盡職調查，並為產品提供維護與支援，包括為了使 Milestone Care 能夠執行作業。Milestone 為有關個人資料蒐集與使用之資料控制者。Milestone 會根據我們的隱私權政策處理您的個人資料 (<https://www.milestonesys.com/privacy-policy/>)。

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

## Milestone XProtect® 視訊管理軟體

### Milestone XProtect® Corporate

**安裝與使用 – XProtect Corporate 產品適用下列情況：**

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

1. 「產品」的「Management Server」元件可安裝於不限數量的依據「軟體授權碼」指定為管理伺服器以及可能的叢集管理容錯移轉伺服器的電腦。
2. 「產品」的「Recording Server」元件可安裝於不限數量的指定為錄影伺服器及容錯移轉錄影伺服器的電腦。錄影伺服器及容錯移轉錄影伺服器必須受到上述指定管理伺服器的管理。
3. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
4. 當您安裝「產品」，即表示您亦同意遵守 Microsoft SQL Server 2022 Express Edition 的 Microsoft 軟體授權條款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)

5. 除了第 9 段和第 10 段所述的例外情況，「產品」僅能由您、您的員工或其他為您工作的人員 (包括為您調查事件的執法單位) 以直接或某種程度的間接形式使用。因此，例如您的客戶或其他第三方不得以任何方式操作或使用「產品」，但是您的上述附屬公司除外，請參閱本 EULA 「附屬公司」區段的一般條款。
6. 「產品」僅得用於監控您或您的附屬公司所擁有或掌控之財產或土地，或如果是用於監控您未擁有或掌控之財產或土地者，您必須已取得並保有相關必要法律權限。
7. 使用 Milestone Federated Architecture 時，「產品」可不受限於其他授權而用於連接其他 XProtect Corporate 或 XProtect Expert 系統，前提是聯合系統受到合法授權。
8. 藉由 Milestone Interconnect，「產品」可用於連接屬於您或第三方的其他 Milestone 視訊管理軟體產品及其他 Milestone 核准產品 (請參閱 Milestone 網站 <https://www.milestonesys.com/products/expand-your-solution/milestone-extensions/interconnect/milestone-interconnect-compatibility/> 查閱最新相容產品概要)。Milestone Interconnect 的使用應符合下列情況：a) 任何互連的系統均經過完整授權，具備合法獲得的授權權限，b) 您透過購買或訂用的方式合法獲得 Milestone Interconnect 攝影機授權，以供存取 XProtect Corporate 系統中的攝影機之用。
9. 第三方可使用 Milestone Federated Architecture 從遠端操作和管理「產品」，前提是：您獲得並維持進行監視所需的法律權限。
10. 您或第三方可使用 Milestone Interconnect 從遠端操作和管理「產品」，前提是：a) 您或第三方購買 Milestone Interconnect 攝影機授權，以供存取中央 XProtect Corporate 系統中的攝影機之用，而且 b) 您獲得並維持進行監視所需的法律權限。
11. 當「產品」與第三方地圖應用程式 (如 Google Maps、Microsoft® BingTM<sup>Maps</sup> 或 OpenStreetMap) 搭配使用時，您須自行負責確保取得使用該地圖應用程式的適當法律權利，且使用方式應符合使用之第三方應用程式的條款與條件。
12. 您也可以把「產品」與 Milestone Map Service 一同使用，如此將讓您能存取 OpenStreetMap (<http://www.openstreetmap.org>) ©資料。此資料將「按現狀」向您提供，包括基於最大努力的可用性，並且不具有對所有權、準確性、無錯誤、符合特定用途、或其他任何類型之任何明示或默示保證。我們概不承擔任何因使用 Milestone Map Service 所導致之損害。
13. 您承認，根據 EULA 通用條款「授權、安裝和使用條件及限制」中所訂規則，本產品只能與您已獲得的裝置授權數量相同的 IP 裝置一起使用。

## Milestone XProtect® Expert

**安裝與使用 – XProtect Expert 產品適用下列情況：**

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

1. 「產品」的「Management Server」元件可安裝於不限數量的依據「軟體授權碼」指定為管理伺服器以及可能的叢集管理容錯移轉伺服器的電腦。
2. 「產品」的「Recording Server」元件可安裝於不限數量的指定為錄影伺服器及容錯移轉錄影伺服器的電腦。錄影伺服器及容錯移轉錄影伺服器必須受到上述指定管理伺服器的管理。
3. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
4. 當您安裝「產品」，即表示您亦同意遵守 Microsoft SQL Server 2022 Express Edition 的 Microsoft 軟體授權條款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
5. 除了第 6 段和第 7 段所述的例外情況，「產品」僅能由您、您的員工或其他為您工作的人員 (包括為您調查事件的執法單位) 以直接或某種程度的間接形式使用。因此，例如您的客戶或其他第三方不得以任何方式操作或使用「產品」，但是您的上述附屬公司除外，請參閱本 EULA 「附屬公司」區段的一般條款。
6. 除了第 7 段所述的例外情況，第三方可使用 Milestone Federated Architecture 從遠端操作和管理「產品」，前提是：您獲得並維持進行監視所需的法律權限。
7. 您或第三方可使用 Milestone Interconnect 從遠端操作和管理「產品」，前提是：a) 您或第三方購買 Milestone Interconnect 攝影機授權，以供存取中央 XProtect Corporate 系統中的攝影機之用，而且 b) 您獲得並維持進行監視所需的法律權限。
8. 當「產品」與第三方地圖應用程式 (如 Google Maps、Microsoft® BingTM<sup>Maps</sup> 或 OpenStreetMap) 搭配使用時，您須自行負責確保取得使用該地圖應用程式的適當法律權利，且使用方式應符合使用之第三方應用程式的條款與條件。

- 您也可以把「產品」與 Milestone Map Service 一同使用，如此將讓您能存取 OpenStreetMap (<http://www.openstreetmap.org>) ©資料。此資料將「按現狀」向您提供，包括基於最大努力的可用性，並且不具有對所有權、準確性、無錯誤、符合特定用途、或其他任何類型之任何明示或默示保證。我們概不承擔任何因使用 Milestone Map Service 所導致之損害。
- 您承認，根據 EULA 通用條款「授權、安裝和使用條件及限制」中所訂規則，本產品只能與您已獲得的裝置授權數量相同的 IP 裝置一起使用。

## Milestone XProtect® Professional+

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

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

- 「產品」的「Management Server」元件可安裝於不限數量的依據「軟體授權碼」指定為管理伺服器以及可能的叢集管理容錯移轉伺服器的電腦。
- 「產品」的「Recording Server」元件可安裝於指定為錄影伺服器的電腦，數量不限。錄影伺服器必須受到上述指定管理伺服器的管理。
- 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
- 當您安裝「產品」，即表示您亦同意遵守 Microsoft SQL Server 2022 Express Edition 的 Microsoft 軟體授權條款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
- 除了第 6 段所述的例外情況，「產品」僅能由您、您的員工或其他為您工作的人員 (包括為您調查事件的執法單位) 以直接或某種程度的間接形式使用。因此，例如您的客戶或其他第三方不得以任何方式操作或使用「產品」，但是您的上述附屬公司除外，請參閱本 EULA 「附屬公司」區段的一般條款。
- 您或第三方可使用 Milestone Interconnect 從遠端操作和管理「產品」，前提是：a) 您或第三方購買 Milestone Interconnect 攝影機授權，以供存取中央 Milestone XProtect Corporate 系統中的攝影機之用，而且 b) 您獲得並維持進行監視所需的法律權限。
- 您承認，根據 EULA 通用條款「授權、安裝和使用條件及限制」中所訂規則，本產品只能與您已獲得的裝置授權數量相同的 IP 裝置一起使用。

## Milestone XProtect® Express+

### 安裝與使用 – XProtect Express+產品適用下列情況：

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

- 對於每組「軟體授權碼」，「產品」的「Management Server」元件應安裝於指定為管理伺服器以及可能的叢集管理容錯移轉伺服器的一部 (1) 電腦或電腦叢集。
- 「產品」的「Recording Server」元件可安裝於指定為錄影伺服器的一部 (1) 電腦上。錄影伺服器必須受到上述指定管理伺服器的管理。
- 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
- 當您安裝「產品」，即表示您亦同意遵守 Microsoft SQL Server 2022 Express Edition 的 Microsoft 軟體授權條款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
- 除了第 6 段所述的例外情況，「產品」僅能由您、您的員工或其他為您工作的人員 (包括為您調查事件的執法單位) 以直接或某種程度的間接形式使用。舉例來說，「產品」不得由您的客戶或其他第三方以任何方式操作或使用。
- 您或第三方可使用 Milestone Interconnect 從遠端操作和管理「產品」，前提是：a) 您或第三方購買 Milestone Interconnect 攝影機授權，以供存取中央 Milestone XProtect Corporate 系統中的攝影機之用，而且 b) 您獲得並維持進行監視所需的法律權限。
- 您承認，根據 EULA 通用條款「授權、安裝和使用條件及限制」中所訂規則，本產品只能與您已獲得的裝置授權數量相同的 IP 裝置一起使用。

## Milestone XProtect® Essential+

### 安裝與使用 – XProtect Essential+產品適用下列情況：

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

1. 對於每組「軟體授權碼」，「產品」的「Management Server」元件應安裝於指定為管理伺服器以及可能的叢集管理容錯移轉伺服器的一部 (1) 電腦或電腦叢集。
2. 「產品」的「Recording Server」元件可安裝於指定為錄影伺服器的一部 (1) 電腦上。錄影伺服器必須受到上述指定管理伺服器的管理。
3. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
4. 當您安裝「產品」，即表示您亦同意遵守 Microsoft SQL Server 2022 Express Edition 的 Microsoft 軟體授權條款 (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)。
5. 「產品」只能在您所擁有或您所掌控的地產或土地上針對監控或其他錄影目的而使用。舉例來說，「產品」因而不能用來監控您的顧客或客戶的地產或土地。
6. 總之，依據本 EULA 安裝的「產品」僅能用於最多八 (8) 個啟動的 IP 裝置。在符合八 (8) 個啟用 IP 裝置的限制下，您承認，根據 EULA 通用條款「授權、安裝和使用條件及限制」中所訂規則，本產品只能與您已獲得的裝置授權數量相同的 IP 裝置一起使用。
7. 除了可從 Milestone 網站取得、顯示於「產品」資訊對話方塊中的支援資訊外，不另提供「產品」支援。

## XProtect® Clients

### Milestone XProtect® Smart Client

**安裝與使用 – XProtect Smart Client** 產品適用下列情況：

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

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

### Milestone XProtect® Web Client

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

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

1. 使用 Milestone XProtect Web Client 即表示接受本 EULA 中關於 Milestone 的一般條款。
2. 本「產品」只能在執行本「產品」適用作業系統的電腦及裝置上使用。
3. 「產品」只能與正式支援版本之 Milestone XProtect Mobile 伺服器，或是由 Milestone 提供的專用產品評估環境搭配使用。請見 <https://doc.milestonesys.com/latest/en-US/portal/htm/chapter-page-webc.html/>。

### Milestone XProtect® Mobile

**安裝與使用 – XProtect Mobile** 用戶端產品適用下列情況：

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

1. 本「產品」只能在執行「產品」適用之作業系統的裝置上使用。
2. 「產品」只能與正式支援版本之 XProtect Mobile 伺服器，或是由 Milestone 提供的專用產品評估環境搭配使用。請見 <https://doc.milestonesys.com/latest/en-US/portal/htm/chapter-page-mobc.htm>
3. 使用視訊推送功能需要搭配使用的 XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置相關的授權，而且要使用視訊推送功能，每位 XProtect Mobile 用戶端指名使用者需要 XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置的一 (1) 個攝影機授權。

### Milestone XProtect® Mobile 伺服器

**安裝與使用 – XProtect Mobile 伺服器** 產品適用下列情況：

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

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

## Milestone XProtect Extensions 與元件

### Milestone XProtect® Access

**安裝與使用 – XProtect Access** 產品適用下列情況：

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

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

### Milestone XProtect® LPR

**安裝與使用 – XProtect LPR** 產品適用下列情況：

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

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



7. XProtect LPR License Plate Library (XProtect LPR 車牌辨識程式庫) 可部署於不限數量的 XProtect LPR 伺服器上。
8. XProtect LPR 只能用於您根據「軟體授權碼」為「產品」購買與註冊的 XProtect LPR License Plate Library 數量。

## Milestone XProtect® Management Server 容錯轉移

**安裝與使用 – XProtect Management Server Failover** 產品適用下列情況：

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

1. 「產品」可以與 Milestone XProtect Corporate 與 Milestone XProtect Expert 一起使用，特別是 XProtect 視訊管理軟體產品第 R1 2022 版本及嗣後版本，惟應符合該等 XProtect 視訊管理軟體產品所適用之 Milestone EULA 規定。
2. 「產品」僅限基於您自身內部業務目的，並且一次只在一部指定系統中作使用、展示及執行。「指定系統」應指您首次運行本「產品」並獲得授權使用的指定電腦系統。本「產品」只能在為其設計的作業系統上運行的指定電腦系統上使用。
3. 如果您基於自己無法掌控的情況，而暫時無法在指定系統上使用本「產品」者，您可以在其他指定系統（下稱「備用系統」）上暫時使用本「產品」。基於此目的，Milestone 會向您核發一臨時授權，惟您必須向 Milestone 提供事先書面通知以及核發該臨時授權所必要之一切資訊。指定系統的暫時故障情事已解決後，您應銷毀任何備用系統上的「產品」全部複本，並且應在三個工作日內，向 Milestone 提供書面銷毀證明。
4. 您得把「產品」永久轉移至另一個指定系統（下稱「替代指定系統」），惟應把原本指定系統中的「產品」全部複本移除並銷毀，並且應在三個工作日內，向 Milestone 提供書面銷毀證明。Milestone 會針對替代指定系統核發一全新使用授權，惟您必須向 Milestone 提供事先書面通知以及核發該全新授權所必要之一切資訊。
5. 對於因您使用「產品」或「產品」受到中斷情事所導致之任何損失，包括資料遺失及/或 Milestone XProtect 系統配置遺失等，Milestone 茲明確表示不為任何保證，亦不承擔任何責任。
6. 對「產品」的使用情形，亦受到 Milestone XProtect 視訊管理軟體產品實施版本所適用之 Milestone EULA 條款之進一步限制。
7. 為使用「產品」，您必須購買 XProtect Management Server Failover 授權。您必須為您指定系統中的主要與次要管理伺服器，購買該授權。

## Milestone XProtect® Hospital Assist

**安裝與使用 – Milestone XProtect Hospital Assist** 產品適用下列情況：

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

1. 本「產品」包含以下功能：跌倒偵測、隱私模糊、自黏便箋及多房式音訊，您有權根據本 EULA 條款與本節下文定義之已購買授權使用。自黏便箋、隱私模糊及多房式音訊功能為您套用的 XProtect VMS 安裝程式的一部分。而跌倒偵測功能則需透過個別的安装檔案加以安裝。
2. 本產品僅可與您單獨購買授權的 Milestone XProtect 視訊管理軟體產品一同使用（除了 Milestone XProtect Essential+ 以外），尤其是與 2024 版 XProtect 視訊管理軟體產品或以上版本共同使用。
3. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
4. 若使用本產品，您必須針對各個啟用的視訊頻道購買一份 XProtect Hospital Assist 授權。
5. 您承認並接受本產品以「原樣」提供，且並非經核准的醫療保健產品或醫療裝置，且不得仰賴其用以代替患者監控或取代醫療照護提供者。Milestone 不做任何明示或暗示的保證，證明本產品可以偵測患者跌倒。您承認並接受本產品應僅被用作為次要支援工具，因此不得構成您做出決定的基本或唯一原因。任何基於本產品提供的分析資訊所做結論必須始終以應有的專業謹慎，以及從其他資訊來中得出的結論加以驗證。您所做的任何決定與採取的任何動作均由您自行負責。
6. 您承認並接受，本「產品」僅在有限的醫院環境內進行了測試。雖然已盡最大努力確保其在此環境下的功能性，但重要的是要注意，醫院環境中的 IT 基礎架構和其他條件可能會有所不同。因此，不同醫院環境可能會影響本「產品」的性能。

7. 除非經由本 EULA 明確授權，否則您同意您不會將「產品」與任何系統或應用一起使用，該類系統或應用的使用或故障可合理地預期將威脅或導致人身傷害、死亡或損失，包括但不限於與任何醫療、生命支援或其他危急生命應用相關之使用。
8. 對「產品」的使用情形，亦受到 Milestone XProtect 視訊管理軟體產品實施版本所適用之 Milestone EULA 條款之進一步限制。

## Milestone XProtect® 事件管理

**使用 – Milestone XProtect Incident Manager** 產品適用下列情況：

Milestone 特此授予您在下列限制下使用本「產品」之權利：

1. 本「產品」只能與以下 Milestone XProtect 視訊管理軟體產品或這些產品的經批准的 OEM 版本連用：Milestone XProtect Corporate 2022 R2 版本或更高版本，以及 Milestone XProtect Expert、Milestone XProtect Professional+ 和 Milestone XProtect Express+ 的 2022 R3 版本或這些產品的更高版本。
2. 為使用「產品」，您必須購買 XProtect Incident Manager 授權。如果您使用的是 Milestone XProtect Corporate 2022 R2 版本或更新版本，該「產品」的授權係包含在您的 Milestone XProtect Corporate 產品的授權中，並且會一起啟動。
3. 「產品」的使用情形係受到 Milestone XProtect 視訊管理軟體產品所涉版本所適用的 Milestone EULA 條款的規範與限制，或者受到 Milestone 產品 OEM 版本所適用之授權協議條款之規範與限制。

## Milestone XProtect® Transact

**安裝與使用 – XProtect Transact** 產品適用下列情況：

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

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

## Milestone XProtect® Smart Wall

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

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

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

**安裝與使用 – Milestone XProtect 360° Split View Plug-in** 產品適用下列情況：

1. 當「產品」與 Milestone XProtect 視訊管理軟體產品、或該等「產品」之核准 OEM 版本、或 Milestone Husky NVR 裝置一起使用時，僅得與基於 Milestone XProtect Smart Client 相關事宜作使用，並且應受到本 EULA 針對該等「產品」所訂之安裝與使用限制規範。
2. 「產品」可安裝於不限數量的電腦上。

## Milestone XProtect® Input Unit Plug-ins

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

1. 當與 Milestone XProtect 視訊管理軟體產品或 Milestone Husky NVR 裝置一起使用時，「產品」只能與 Milestone XProtect Smart Client 連線使用，且受到本 EULA 所述、這些「產品」的安裝與使用限制規範。
2. 「產品」可安裝於不限數量的電腦上。

## Milestone XProtect® Device Pack

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

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

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

## Milestone Open Network Bridge

**安裝與使用 – Milestone Device Pack** 產品適用下列情況：

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

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

## Milestone XProtect® Download Manager

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

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

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

## XProtect Update Manager

**安裝與使用 – XProtect Update Manager** 公用程式 (以下簡稱「Update Manager」) 適用下列情況：

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

1. Update Manager 只能用於運行 Milestone XProtect 視訊管理軟體產品支持的作業系統的電腦上。請參閱 <https://www.milestonesys.com/support/help-and-documentation/system-requirements/>。
2. Update Manager 僅能與原本就適用於 Update Manager 的 Milestone XProtect 視訊管理軟體產品連線使用，以及與執行未來 Milestone 可能確認受到 Update Manager 支援的產品連線使用。請參閱 Milestone 網站上的本「產品」文件。
3. 一旦使用 Update Manager 遠端安裝並更新其他電腦上的 Milestone XProtect 視訊管理軟體產品，表示您被視為這些電腦 (以下簡稱「遠端電腦」) 的系統管理員。作為系統管理員，您有責任確認「遠端電腦」的使

用者瞭解並接受使用 Update Manager 安裝或更新的 Milestone XProtect 視訊管理軟體產品之 EULA，即便「遠端電腦」使用者未參與或未看見安裝程式。一旦在「遠端電腦」遠端安裝或更新 Milestone XProtect VMS 產品，表示您以系統管理員身份接受此責任，包括確保「遠端電腦」使用者遵守本 EULA 的責任。

4. 對於因您使用「產品」或「產品」受到中斷情事所導致的任何 Milestone XProtect 系統的中斷以及任何損失，包括資料遺失及/或 Milestone XProtect 系統配置遺失等，Milestone 茲明確表示不為任何保證，亦不承擔任何責任。

## Husky

### Milestone Husky IVO™ 系列視訊監控設備

**安裝與使用 – Milestone Husky IVO™ 系列視訊監視設備**（涵蓋下列產品：**Milestone Husky 150D、Milestone Husky 350T、Milestone Husky 350R、Milestone Husky 700R、Milestone Husky 1000R 和 Milestone Husky 1800R**，包括這些產品的所有變體）適用下列情況：

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

1. 「產品」隨附之 XProtect 視訊管理軟體、Husky Assistant 與其他可能的軟體公用程式（例如 Husky Recovery Tool），得以並且僅可與其隨附之電腦硬體與作業系統搭配使用。
2. 由 Milestone 提供給產品的產品軟體更新及復原圖像可以並且僅能用於「產品」。
3. 「產品」將預先載入 XProtect 視訊管理軟體。XProtect 視訊管理軟體軟體的使用，應受到特定產品之條款與條件（請參閱本 EULA 的相關段落）之規範限制，並且須使用合法獲得及註冊之軟體授權碼。
4. 「產品」中包含內嵌 Microsoft Windows 作業系統。內含的 Microsoft Windows 授權可讓您免費存取 Microsoft 可能推出的 Windows 作業系統之可用更新。您必須負責按照 Microsoft 的操作指示，更新 Windows 作業系統至最新版本。針對 Windows 作業系統未來軟體更新的相容性問題，以及 Microsoft Windows 作業系統未來版本可能更改不用「產品」中可用之系統資源，導致影響「產品」的整體效能，Milestone 均不負任何責任。「產品」的規格與設計均是按照隨附之 Microsoft Windows 作業系統的版本所打造。Milestone 無法保證產品可相容於其他的 Microsoft Windows 作業系統版本。
5. 隨附之 Microsoft Windows 作業系統只能搭配「產品」一起使用，因此請勿用於其他的電腦硬體。使用 Microsoft Windows 作業系統的條款與條件須受 Microsoft 使用者授權合約之約束。
6. 「產品」可能包含來自 Dell EMC 的軟體元件，例如整合式 Dell 遠端存取控制器 (iDRAC)，而且您對該等元件之使用情形係受到 Dell EMC 最終使用者軟體授權協議之規範限制，請參閱：  
[https://www.dell.com/learn/us/en/uscorp1/legal\\_terms-conditions\\_dellgrmwebpage/art-software-license-agreements](https://www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellgrmwebpage/art-software-license-agreements)。

### Milestone Husky™ X-series NVR

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

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

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

## Milestone Husky™ M-series NVR

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

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

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

## MIP SDK 工具

### Milestone StableFPS

**安裝與使用 – Milestone StableFPS 產品** 適用下列情況：

Milestone 特此授予您在下列限制下安裝及使用本「產品」之權利：

1. 「產品」得安裝並使用於安裝了 Milestone XProtect 視訊管理軟體產品的電腦上，數量不限。「產品」僅得基於測試、開發及展示目的作使用。
2. 「產品」僅能由您、您的員工或其他為您工作的人員以直接或某種程度的間接形式使用。「產品」包含一個裝置驅動程式和預錄的媒體串流檔，包括視訊內容。您不得向任何第三方重新散佈、再授權或以任何其他方式授予「產品」及其元件之任何權利，包括視訊內容。如果您在「產品」中新增任何視訊內容，您應自行確保您係在合法情況下使用該等視訊，包括第三方權利之物件的使用授權，以及如相關法律規定應取得授權、同意或其他法律基礎時，必須取得資料主體之同意。
3. 「產品」僅得使用於展示 Milestone XProtect 視訊管理軟體，或使用於開發、測試及展示與 Milestone XProtect 視訊管理軟體一同使用的應用程式或系統。對於與 Milestone XProtect 視訊管理軟體搭配使用或相連線之應用程式或系統，Milestone 概不提供任何保證與明確予以排除。因您使用該等應用程式及系統所衍生之風險，應全部由身為使用者的您自行承擔，包括您為使用第三方軟體而應取得必須授權之責任。
4. 「產品」僅得就 Milestone XProtect 產品、支援 Milestone 整合平台軟體開發套件的 Milestone Husky NVR 產品、以及 Milestone XProtect 產品的核准 OEM 版本等產品搭配使用。「產品」不得另外跟非 Milestone 產品搭配使用。
5. 您同意並保證對「產品」的使用，不得致使使用者在使用 Milestone 產品或 Milestone 產品的 OEM 版本時，以任何方式侵犯規範該特定產品之授權條款，或破壞或規避 Milestone 產品或其 OEM 版本之授權系統。

## Milestone SDK 工具

**安裝及使用 – Milestone SDK 工具** (Milestone 軟體開發套件)：

Milestone 特此授予您在下列限制下安裝及使用本「產品」之權利：

1. 「產品」得基於開發目的，安裝於不限數量的電腦上。
2. 「產品」只能在執行「產品」適用之作業系統的電腦上使用。
3. 使用 MIP SDK 之前，或許已有安裝 Milestone 整合平台軟體開發套件 (MIP SDK) 為前提條件。更多關於 MIP SDK 的資訊，請參閱 <https://www.milestonesys.com/support/for-developers/sdk/>。
4. 「產品」僅能由您、您的員工或其他為您工作的人員以直接或某種程度的間接形式使用。舉例來說，「產品」不得由您的客戶或其他第三方以任何方式操作或使用。
5. 「產品」僅得就 Milestone XProtect 產品、支援 Milestone 整合平台軟體開發套件的 Milestone Husky NVR 產品、以及 Milestone XProtect 產品的核准 OEM 版本等產品搭配使用。「產品」不得另外跟非 Milestone 產品搭配使用。
6. 「產品」的使用將進一步受到 Milestone 產品或 Milestone 產品搭配之 OEM 版本的最終使用者授權合約所訂之條款與要求之規範限制。
7. 您同意並保證對「產品」的使用，不得致使使用者在使用 Milestone 產品或 Milestone 產品的 OEM 版本時，以任何方式侵犯規範該特定產品之授權協議之條款 (包括 EULA)，亦不得破壞或規避 Milestone 產品或其 OEM 版本之授權系統。
8. 本「產品」包括讓您能與第三方軟體連結或整合之軟體工具及元件。本「產品」未包括該等第三方軟體之授權，您必須自行取得。

## Milestone Customer Dashboard

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

在啟用 XProtect 視訊管理軟體授權時，您的系統資料 (例如使用的裝置數量、連線裝置的 MAC 位址等) 係在 Milestone 的授權系統中進行交換與儲存，該系統可透過 Milestone Customer Dashboard 存取，詳情請參閱本 EULA 一般條款「系統資料蒐集與註冊」中所述。

Milestone 茲此向您授予 Milestone Customer Dashboard 之使用權，並且您同意接受以下條件與限制：

1. Milestone Customer Dashboard 是款免費的線上工具，讓 Milestone 和 Milestone 合作夥伴能管理與監控 Milestone XProtect 視訊管理軟體與授權。Milestone Customer Dashboard 包含用於以下用途的工具：(i) 管理最終使用者安裝相關資訊，(ii) 授權的註冊與啟用，並且需經過您的同意，(iii) 系統的健全與效能資料之即時狀態概述，及 (iv) XProtect 視訊管理軟體安裝中的電子郵件通知與錯誤篩選。
2. 作為 XProtect 視訊管理軟體產品的最終使用者，您可以在「XProtect 最終使用者註冊」表格中登記您的資料，該表可透過 Milestone XProtect Management Client 存取。您提供的最終使用者資料係儲存在 Milestone 的授權系統中。
3. 您對 Milestone Customer Dashboard 的存取權限，可在向 Milestone 提出申請後啟用。在取得該存取權限後，您可以管理 Milestone XProtect 產品的授權。
4. 您可以藉由勾選 Milestone XProtect Management Client 中工具/選項部分的核取方塊，同意向 Milestone Customer Dashboard 分享您的系統組態和效能資料。此類系統資料的範例是源自相機的錯誤資訊、系統或網路故障。當您表示同意，即意味著您同意 Milestone 僅得基於為您提供客戶支援服務目的，向授權的 Milestone 通路合作夥伴分享您在 Milestone Customer Dashboard 中的系統組態與效能資料。
5. 在透過 Milestone XProtect Management Client 及/或透過 Milestone Customer Dashboard 提供您的最終使用者資料、授權資料、系統和效能資料時，即表示您同意 Milestone 得基於授權管理及監控形式之 Milestone 服務，以及基於改善服務相關之 Milestone 分析目的，而接收及使用您的資料。
6. 您同意您不得改變、修改或以任何方式篡改傳輸至 Milestone 之授權系統及/或 Milestone Customer Dashboard 之授權資料、系統與效能資料。您可以透過 Milestone XProtect Management Client 存取自助服務，以管理您的最終使用者資料，而且您有義務保持您最終使用者資料的準確性。Milestone 茲保留權利，得經自行斟酌，決定更正或刪除不準確之資料。
7. 對於授權啟用期間因為與 Milestone Customer Dashboard 之通訊中斷所導致之任何資料遺失，Milestone 概不承擔責任。
8. 除了上述「責任限制」一節針對 Milestone 責任所定義之一般限制外，對於因 Milestone 通路夥伴濫用或無法使用 Milestone Customer Dashboard 情事所生之責任，Milestone 概不予以承擔。
9. Milestone Customer Dashboard 部分功能需要有效之 Milestone Care Plus 合約方能使用。請參閱 <https://www.milestonesys.com/solutions/services/milestone-care/>。如未能適時為 Milestone Care 涵蓋範圍作續約而導致可能服務中斷者，Milestone 概不承擔責任。

10. 使用 Milestone Customer Dashboard 服務可能需收取額外第三方費用，包括但不限於通訊費用。

# Milestone End-user License Agreement

NOTE: If you are a Milestone Dealer, systems integrator or are otherwise installing this Product on behalf of a third-party, you shall ensure that you have their acceptance of this End-user License Agreement and their consent to provide end-user personal data for registration with Milestone Systems if such voluntary option is applied.

This End-user License Agreement (“EULA”) is a legally binding agreement between you (either an individual or a single legal entity) and Milestone Systems A/S (“Milestone”) for the Milestone product or utility, which may include associated software and hardware components, media, printed materials, online or electronic documentation and any updates or corrections (“Product”). If you have purchased the Product as part of a computer or server system delivered by Milestone all hardware and software components of such system shall for the purposes of this EULA be considered being parts of the Product, except however for any third-party software or hardware component which is covered by a separate third-party license agreement included in the system documentation or otherwise incorporated in the system.

By installing, deploying, copying, or otherwise using the Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Product, instead you may return it, within 30 days after purchase of the Product, along with all associated material to your place of purchase for a full refund, less any shipping and handling costs. This return policy does not apply if you or your representative, including your Milestone dealer (on your behalf) have accepted this EULA prior to, or as part of, your purchase of the Product. Furthermore, this return policy does not apply to the Milestone Husky products and related hardware. The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Note that all software parts of Product are licensed to you, not sold. The licensing of the Product does not constitute a lease or a sale of intellectual property rights, or any transfer of the ownership of any intellectual property rights in the Product.

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

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

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

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

**Intellectual Property Rights.** All title and rights, including but not limited to copyrights, in and to the Product and any copies thereof are owned by Milestone, or in the case of third-party contributions to such Product, the title



and rights to such contributions only, are owned by our licensors. All rights not expressly granted are reserved by Milestone.

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

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

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

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

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

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

**Data privacy and protection.** You represent and confirm that you are aware that the Product collects and processes personal data, supplied through any video source, including cameras, DVRs, NVRs or in any other manner, and that Milestone and its licensors shall have no responsibility or liability in connection with the manner of which such personal data is collected and processed as input to the Product or by using the Product, its quality or its sufficiency nor shall have any independent access to any such collected and processed personal data, and that Milestone and its licensors shall have no responsibility or liability as to your rights and obligations under any applicable law to collect, process or use personal data, including, but not limited to the GDPR and any other privacy and data protection laws.

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

**Limitation of Liability.** The provisions of this paragraph are in effect to the maximum extent permitted by applicable law. In no event shall Milestone or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) nor for any product liability (except for bodily injury) arising out of the use of or inability to use the Product or the provision of or failure to provide proper support, even if Milestone has been advised of the possibility of such damages. Absent any willful misconduct or gross negligence, the entire liability of Milestone and its suppliers shall be limited to the amount actually paid by you for the Product.

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

**Milestone Product Lifecycle.** Your use of the Product is also subject to the Milestone Product Lifecycle, cf. <https://www.milestonesys.com/support/tools-and-references/product-lifecycle/>. 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.

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

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

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

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

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

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

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

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

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

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

## Milestone XProtect® VMS

### Milestone XProtect® Corporate

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

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

1. The "Management Server" component of the Product may be installed on an unrestricted number of computers designated as Management Servers and possible clustered Management Failover Server per Software License Code.
2. The "Recording Server" component of the Product may be installed on an unrestricted number of computers designated as Recording Servers and Failover Recording Servers. The Recording Servers and Failover Recording Servers must be managed by the designated Management Server(s) specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2022 Express Edition (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>)
5. The Product may, with the exceptions stated in paragraph 9 and 10 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties, except for your Affiliated Companies as specified above, cf. general terms of this EULA, section "Affiliated Companies".
6. The Product may only be used for surveillance of property or land that is owned or controlled by you, or by your Affiliated Companies, or you have acquired and maintain the required legal permissions when monitoring property or land not owned or controlled by you.
7. Using Milestone Federated Architecture, the Product may without being subject to additional licensing be used to connect other XProtect Corporate or XProtect Expert systems, provided that the federated system is rightfully licensed.
8. Using Milestone Interconnect, the Product may be used to connect other Milestone video management software products and other Milestone approved products (please refer to Milestone's web site <https://www.milestonesys.com/products/expand-your-solution/milestone-extensions/interconnect/milestone-interconnect-compatibility/> for the latest overview of compatible products) belonging to you or a third-party. The use of Milestone Interconnect is subject to the following conditions: a) any interconnected system must be fully licensed with rightfully obtained license rights, b) you through purchase or subscription have rightfully obtained Milestone Interconnect camera licenses for the cameras that shall be accessible in the XProtect Corporate system.
9. The Product may be remotely operated and managed by a third-party using Milestone Federated Architecture, provided that you have acquired and maintain the required legal permissions to conduct the surveillance.
10. The Product may be remotely operated and managed by you or a third-party using Milestone Interconnect, provided that: a) you or the third-party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
11. When the Product is used with third-party map applications (such as Google Maps, Microsoft® Bing™ Maps or OpenStreetMap), it is your sole responsibility to ensure that you have obtained adequate legal rights to use such map applications, and that the usage complies with the terms and conditions of the used third-party applications.
12. You can also use the Product with the Milestone Map Service that will allow you to get access to OpenStreetMap (<http://www.openstreetmap.org>)© data. This data will be provided to you "as is", including best-effort availability, and without any warranty of any kind, either express or implied, whether of title, of accuracy, of absence of errors, of fitness for purpose, or otherwise. Any damages resulting from the use of the Milestone Map Service are disclaimed.
13. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for in accordance with the rules specified in the EULA general terms, "License, Installation and Use Conditions and Restrictions".

## Milestone XProtect® Expert

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

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

1. The "Management Server" component of the Product may be installed on an unrestricted number of computers designated as Management Servers and possible clustered Management Failover Server per Software License Code.
2. The "Recording Server" component of the Product may be installed on an unrestricted number of computers designated as Recording Servers and Failover Recording Servers. The Recording Servers and Failover Recording Servers must be managed by the designated Management Server(s) specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2022 Express Edition (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>).
5. The Product may, with the exceptions stated in paragraph 6 and 7 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for

- instance, not be operated or used in any way by customers of you or other third parties, except for your Affiliated Companies as specified above, cf. general terms of this EULA, section "Affiliated Companies".
6. The Product may, with the exceptions stated in paragraph 7 below, be remotely operated and managed by a third-party using Milestone Federated Architecture, provided that you have acquired and maintain the required legal permissions to conduct the surveillance.
  7. The Product may be remotely operated and managed by you or a third-party using Milestone Interconnect, provided that: a) you or the third-party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
  8. When the Product is used with third-party map applications (such as Google Maps, Microsoft® Bing™ Maps or OpenStreetMap), it is your sole responsibility to ensure that you have obtained adequate legal rights to use such map applications, and that the usage complies with the terms and conditions of the used third-party applications.
  9. You can also use the Product with the Milestone Map Service that will allow you to get access to OpenStreetMap (<http://www.openstreetmap.org>)© data. This data will be provided to you "as is", including best-effort availability, and without any warranty of any kind, either express or implied, whether of title, of accuracy, of absence of errors, of fitness for purpose, or otherwise. Any damages resulting from the use of the Milestone Map Service are disclaimed.
  10. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for in accordance with the rules specified in the EULA general terms, "License, Installation and Use Conditions and Restrictions".

## Milestone XProtect® Professional+

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

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

1. The "Management Server" component of the Product may be installed on an unrestricted number of computers designated as Management Servers and possible clustered Management Failover Server per Software License Code.
2. The "Recording Server" component of the Product may be installed on an unrestricted number of computers designated as Recording Servers. The Recording Servers must be managed by the designated Management Server(s) specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2022 Express Edition (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>).
5. The Product may, with the exceptions stated in paragraph 6 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties, except for your Affiliated Companies as specified above, cf. general terms of this EULA, section "Affiliated Companies".
6. The Product may be remotely operated and managed by you or a third-party using Milestone Interconnect, provided that: a) you or the third-party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
7. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for in accordance with the rules specified in the EULA general terms, "License, Installation and Use Conditions and Restrictions".

## Milestone XProtect® Express+

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

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

1. The "Management Server" component of the Product may be installed on one (1) computer, or cluster of computers, designated as Management Server and possible clustered Management Failover Server per Software License Code.
2. The "Recording Server" component of the Product may be installed on one (1) computer designated as Recording Server. The Recording Server must be managed by the designated Management Server specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2022 Express Edition (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>).
5. The Product may, with the exceptions stated in paragraph 6 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties.

6. The Product may be remotely operated and managed by you or a third-party using Milestone Interconnect, provided that: a) you or the third-party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central Milestone XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
7. You acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for in accordance with the rules specified in the EULA general terms, "License, Installation and Use Conditions and Restrictions".

## Milestone XProtect® Essential+

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

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

1. The "Management Server" component of the Product may be installed on one (1) computer, or cluster of computers, designated as Management Server and possible clustered Management Failover Server per Software License Code.
2. The "Recording Server" component of the Product may be installed on one (1) computer designated as Recording Server. The Recording Server must be managed by the designated Management Server specified above.
3. The Product may only be used on computers running operating systems for which the Product was designed.
4. Installing the Product you also agree to adhere to Microsoft's software license terms for Microsoft SQL Server 2022 Express Edition (<https://www.microsoft.com/en-us/sql-server/sql-server-downloads>).
5. The Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers' or clients' property or land.
6. In total, the Product installed under this EULA may only be used with maximum eight (8) activated IP devices. Subject to this limitation of eight (8) activated IP devices, you acknowledge the requirement that the Product may only be used with as many IP devices as you have acquired device licenses for in accordance with the rules specified in the general terms of this EULA, "License, Installation and Use Conditions and Restrictions".
7. No support is provided for the Product except for the support information that can be retrieved at Milestone website as indicated to you in an information dialogue of the Product.

## XProtect® Clients

### Milestone XProtect® Smart Client

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

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

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

### Milestone XProtect® Web Client

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

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

1. By using the Milestone XProtect Web Client, you accept Milestone's general terms in this EULA.
2. The Product may only be used on computers and devices running operating systems for which the Product was designed.
3. The Product may only be used together with the officially supported version of Milestone XProtect Mobile server or dedicated product evaluation environments provided by Milestone. Please see <https://doc.milestonesys.com/latest/en-US/portal/htm/chapter-page-webc.htm/>.

## Milestone XProtect® Mobile

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

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

1. The Product may only be used on devices running operating systems for which the Product was designed.
2. The Product may only be used together with the officially supported version of XProtect Mobile server or dedicated product evaluation environments provided by Milestone. Please see <https://doc.milestonesys.com/latest/en-US/portal/htm/chapter-page-mobc.htm>
3. The use of the video push functionality is subject to licensing in the XProtect VMS product or Milestone Husky NVR unit it is used together with, where each named user of the XProtect Mobile client wanting to make use of the video push functionality requires one (1) camera license in the XProtect VMS product or Milestone Husky NVR unit.

## Milestone XProtect® Mobile Server

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

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

1. The Product may only be used on computers running operating systems for which the Product was designed.
2. The Product may only be used in connection with a rightfully licensed XProtect VMS product or Milestone Husky NVR unit.
3. The use of the XProtect Mobile server is further restricted by the End-user License Agreement of the Milestone XProtect VMS product or Milestone Husky NVR unit it's used together with.
4. By accepting the present EULA you accept terms and conditions on behalf of end-users which you allow to connect to XProtect Mobile server in regard to use of XProtect Mobile and XProtect Web Client.
5. The use of Smart Connect, Video Push and Mobile Push notifications relies on third-party services and network connectivity such as notification services and wireless communication networks. In addition to the general restrictions in Milestone's liability defined in the section "Limitation of Liability" above, Milestone does not accept any liability arising out of the use of or inability to use any of these capabilities directly, or indirectly, caused by any of third-party network or service component used to provide these capabilities.
6. The use of the Smart Connect and Mobile Push Notification capabilities is conditioned by a valid Milestone Care Plus service contract. Milestone accepts no liability for possible interruptions in the service caused by failure to renew the Milestone Care Plus coverage in due time.
7. Additional third-party charges may apply for using the XProtect Mobile service, including, but not limited to, communication cost and third-party service subscriptions.

## Milestone XProtect Extensions and Components

### Milestone XProtect® Access

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

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

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

### Milestone XProtect® LPR

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

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

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

## Milestone XProtect® Management Server Failover

**Installation and Use** – for the **XProtect Management Server Failover** product the following applies: Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:

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

## Milestone XProtect® Hospital Assist

**Installation and Use** – for the **Milestone XProtect Hospital Assist** product the following applies: Milestone hereby grants you the right to install and use the Product with the following conditions and restrictions:

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



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

## Milestone XProtect® Incident Manager

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

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

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

## Milestone XProtect® Transact

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

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

1. The Product may only be used with the XProtect VMS product (any Milestone XProtect VMS product, except XProtect Essential+), or approved OEM versions of these Products, or the Milestone Husky NVR unit (any Milestone Husky NVR product) for which the license through purchase or subscription has rightfully been obtained.
2. The Product may be operated from an unrestricted number of XProtect Management Applications/XProtect Management Clients and XProtect Smart Clients connected to the XProtect VMS system or the Milestone Husky NVR unit.
3. The Product may only be used in connection with officially compatible XProtect VMS products and Milestone Husky NVR units. When used together with officially compatible Milestone products the Product may also be used together with third-party products/components built upon the Milestone Integration Platform Software Development Kit.
4. The Product may only be used with as many source connections as you have purchased and registered connection licenses for under the Software License Code used by the designated XProtect Transact.

## Milestone XProtect® Smart Wall

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

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

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

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

1. The Product may only be used in connection with the Milestone XProtect Smart Client when used together with a Milestone XProtect VMS product, or approved OEM versions of these Products, or a Milestone Husky NVR unit, and shall be subject to the installation and use restrictions for these Products as set out in this EULA.
2. The Product may be installed on an unrestricted number of computers.

## Milestone XProtect® Input Unit Plug-ins

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

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

## Milestone XProtect® Device Pack

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

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

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

## Milestone Open Network Bridge

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

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

1. The Product may only be used on computers running operating systems for which the Product was designed.
2. The Product may only be used in connection with a rightfully licensed Milestone XProtect VMS (except XProtect Essential+) or Milestone Husky NVR unit supporting the Milestone Integration Platform.

## Milestone XProtect® Download Manager

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

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

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

## XProtect Update Manager

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

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

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

3. By using Update Manager to remotely install and update Milestone XProtect VMS products on other computers, you are regarded as being a system administrator of those computers ("Remote Computers"). Being a system administrator, it is your responsibility to ensure that the users of the Remote Computers understand and accept the EULAs of the Milestone XProtect VMS products being installed or updated using Update Manager, even in the case when the installation process has been made unattended for the users of the Remote Computers and possibly invisibly for them as well. By remotely installing or updating a Milestone XProtect VMS product on a Remote Computer you accept - as a system administrator - this responsibility, including the responsibility and liability for adherence to and compliance with this EULA by the users of Remote Computers.
4. Milestone expressly disclaims any warranty and responsibility for any Milestone XProtect system disruption as well as any loss, including loss of data and/or configuration of the Milestone XProtect system, caused by your use of the Product or by the Product disruption.

## Husky

### Milestone Husky IVO™ series Video Surveillance Appliances

**Installation and Use** – for the **Milestone Husky IVO™ series Video Surveillance Appliances** (covers the following products: **Milestone Husky 150D, Milestone Husky 350T, Milestone Husky 350R, Milestone Husky 700R, Milestone Husky 1000R and Milestone Husky 1800R**, including all variants of these products) the following applies:

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

1. The XProtect VMS software, the Husky Assistant and other possible software utilities, such as Husky Recovery Tool, delivered with the Product, may, and can, only be used with the computer hardware and operating system with which it is delivered.
2. Product software updates and recovery images provided by Milestone for the product may, and can, only be used with the Product.
3. The Product is preloaded with XProtect VMS software. The use of the XProtect VMS software is subject to the terms and conditions for the specific product (refer to relevant section in this EULA) and conditioned by the use of a rightfully obtained and registered Software License Code.
4. The Product includes an embedded Microsoft Windows Operating System. The included Microsoft Windows license gives you free access to possible updates to the applicable Windows Operating System that Microsoft may release. It is your responsibility to keep the Windows Operating System current according to the Microsoft's guidelines. Milestone does not accept any responsibility for the compatibility of future software updates of the Windows Operating System, and future versions of the Microsoft Windows Operating System may change the use of available system resources in the Product, which may impact the overall performance of the Product. The Product is further dimensioned and designed for the included version of Microsoft Windows operating system. Milestone cannot guarantee the compatibility with other versions of Microsoft Windows operating systems.
5. The included Microsoft Windows Operating System must only be used together with the Product and must hence not be used on any other computer hardware. The terms and conditions for the use of the Microsoft Windows Operating System is regulated by Microsoft's end-user license agreement.
6. The Product may include software components from Dell EMC, e.g., integrated Dell Remote Access Controller (iDRAC), and your use of such components is subject to the Dell EMC end-user software license agreement, cf. [https://www.dell.com/learn/us/en/uscorp1/legal\\_terms-conditions\\_dellqrmwebpage/art-software-license-agreements](https://www.dell.com/learn/us/en/uscorp1/legal_terms-conditions_dellqrmwebpage/art-software-license-agreements).

### Milestone Husky™ X-series NVRs

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

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

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

version of Microsoft Windows operating system. Milestone cannot guarantee the compatibility with other versions of Microsoft Windows operating systems.

5. The included Microsoft Windows Operating System must only be used together with the Product and must hence not be used on any other computer hardware. The terms and conditions for the use of the Microsoft Windows Operating System is regulated by Microsoft's end-user license agreement.

## Milestone Husky™ M-series NVRs

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

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

1. Any purchase of the Product requires prior acceptance of this EULA.
2. The Milestone Husky NVR software may, and can, only be used with the computer hardware and operating system with which it is delivered, and the Software License Code provided by Milestone. Should critical parts of the hardware need to be replaced, the software may be re-installed and activated with a new Software License Code, obtained via your Milestone dealer or from Milestone's Software Registration Service Center on Milestone's web site [www.milestonesys.com](http://www.milestonesys.com).
3. The Product may, with the exceptions stated in paragraph 5 below, only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you, including law enforcement authorities investigating incidents for you. The Product may therefore, for instance, not be operated or used in any way by your customers or other third parties.
4. The Product may only be used for surveillance or for other video recording purposes on property or land owned or controlled by you. The Product may therefore, for instance, not be used for surveillance of your customers' or clients' property or land.
5. The Product may be remotely operated and managed by you or a third-party using Milestone Interconnect, provided that: a) you or the third-party have purchased Milestone Interconnect camera licenses for the cameras that shall be accessible in the central XProtect Corporate system, and b) you have acquired and maintain the required legal permissions to conduct the surveillance.
6. The Product has been designed for use with a maximum number of devices. Please consult your Milestone Dealer or your product documentation if you need additional information. The Product may not be used with more devices than designed for and for which you have purchased and rightfully obtained the corresponding license data for under the Software License Code.

## MIP SDK Tools

### Milestone StableFPS

**Installation and Use** – for the **Milestone StableFPS** the following applies:

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

1. The Product may be installed and used on an unlimited number of computers where a Milestone XProtect VMS product is installed. The Product may only be used for testing, development, and demonstration purposes.
2. The Product may only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you. The Product consists of a device driver and prerecorded media streams, including video content. You may not redistribute, sublicense, nor otherwise grant any right to the Product and to its components, including video content, to any third-party. In case any video content is added by you to the Product, it is your responsibility to ensure a legal basis for your use of such video, including a license to use objects of third-party's rights as well as a data subject's consent when such license, consent or other legal basis is required under applicable laws.
3. The Product may only be used for the purpose of demonstrating of Milestone XProtect VMS, or for development, testing and demonstration of applications or systems applied with Milestone XProtect VMS. Milestone does not provide and expressly disclaims any warranty for applications or systems applied with or connected to Milestone XProtect VMS. The entire risk arising out of your use of such applications and systems remains with you as the user, including your responsibility to obtain required licenses for your use of third-party software.
4. The Product may only be used in connection with Milestone XProtect products, Milestone Husky NVR products supporting the Milestone Integration Platform Software Development Kit, and approved OEM versions of Milestone XProtect products. The Product may not be used separately, in connection with non-Milestone products.
5. You agree and warrant not using the Product in ways that will enable an end-user to use a Milestone product, or an OEM version of a Milestone product in a way that may infringe the license terms covering the specific product, or break or circumvent the licensing system for the Milestone product or the OEM version of a Milestone product.

## Milestone SDK Tools

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

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

1. The Product may be installed on an unlimited number of computers and can be used for development purposes.
2. The Product may only be used on computers running operating systems for which the Product was designed.
3. Milestone Integration Platform Software Development Kit (“MIP SDK”) may be required to be installed in order to use MIP SDK Tools. You can find more information on MIP SDK at <https://www.milestonesys.com/support/for-developers/sdk/>
4. The Product may only be operated, regardless of whether this is directly or in some indirect form, by you, your employees or other people working for you. The Product may therefore, for instance, not be operated or used in any way by customers of you or other third parties.
5. The Product may only be used in connection with Milestone XProtect products, Milestone Husky NVR products supporting the Milestone Integration Platform Software Development Kit, and approved OEM versions of Milestone XProtect products. The Product may not be used separately, in connection with non-Milestone products.
6. The use of the Product is further restricted by the terms and requirements set out in the End-user License Agreement for the Milestone product or the OEM version of the Milestone product it is used together with.
7. You agree and warrant not using the Product in ways that will enable an end-user to use a Milestone product, or an OEM version of a Milestone product in a way that may infringe the terms of the license agreement, including this EULA, covering the specific product, or break or circumvent the licensing system for the Milestone product or the OEM version of a Milestone product.
8. The Product includes software tools and components that enable you to connect or integrate with third-party software. The Product does not include licenses for such third-party software, which you must obtain yourself for your purpose.

## Milestone Customer Dashboard

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

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

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

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

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