



Software license agreement AXIS Store Data Manager

This Software License Agreement (this "Agreement") is a legal agreement between you (either an individual or an entity) and Axis Communications AB (hereinafter referred to as "Axis") for the licensing of the software, owned or controlled by Axis (the "SOFTWARE").

BY CLICKING ON THE "I ACCEPT" BUTTON, OR BY DOWNLOADING, INSTALLING, ACTIVATING OR COPYING OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. PLEASE ENSURE THAT YOU HAVE CAREFULLY READ AND PROPERLY UNDERSTOOD THE ENTIRE AGREEMENT BEFORE AGREEING TO ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "I DON'T ACCEPT" BUTTON AND THE INSTALLATION PROCESS WILL BE SUSPENDED.

1. GRANT OF LICENSE.

The SOFTWARE is created specifically and solely for use with Axis network video products or other Axis devices ("Axis Products"). Subject to the terms and conditions of this Agreement and all applicable laws and regulations, Axis grants to you a non-exclusive right to install the SOFTWARE and use the SOFTWARE with Axis Products only. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM or other storage device) of that computer.

2. COPYRIGHT.

The SOFTWARE contains copyright protected material, trade secrets and other proprietary information and material of Axis and/or its licensor(s), if any, and is protected by copyright laws, international copyright treaties and trade secret laws, as well as other intellectual property laws and treaties. Therefore you must treat the SOFTWARE like any other copyright protected material (e.g. a book or a musical recording) except that you may either (a) make a copy of the SOFTWARE solely for backup or archival purposes or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup purposes.

You acknowledge and agree that some portions of the SOFTWARE may be based on industry recognized standards and that certain third parties may claim to own patents or other intellectual property rights that covers the implementation of those standards. You acknowledge and agree that this Agreement does not convey any license to any such third party intellectual property rights and, further, that Axis disclaims any liability whatsoever for any actual or alleged intellectual property infringement claims from any third party that relate to your use of the SOFTWARE. You also acknowledge and agree that the SOFTWARE may contain proprietary third party software and/or software that are subject to open source licenses which may be subject to notices and/or additional terms and conditions. By accepting this Agreement, you are also accepting such additional terms and conditions, if any.

3. OTHER RESTRICTIONS.

The SOFTWARE is licensed, not sold to you, and it can only be used in accordance with the terms of this Agreement. Except as expressly authorized in this Agreement or by applicable law, you may not:

- a) work around any technical limitations in the SOFTWARE;
- b) reverse engineer, decompile, disassemble or create derivative work of the SOFTWARE;
- c) make more copies of the SOFTWARE than as specified

in this Agreement;

- d) publish the SOFTWARE for others to copy;
- e) rent, lease or lend the SOFTWARE;
- f) transfer the SOFTWARE or this Agreement to any third party. Notwithstanding what is stated in this Section 3 (f), you may transfer the SOFTWARE and accompanying written materials on a permanent basis provided that you retain no copies and the recipient agrees to the terms of this Agreement. If the SOFTWARE is an update or has been updated, any transfer must include the most recent update and all previous versions.

4. CONSENT TO USE OF DATA.

The SOFTWARE may collect and process certain technical data relating to the installation and use of the security system of Axis Products. Such data will be used by Axis for the purpose of facilitating the provision of updates and upgrades of the SOFTWARE, support and other services to you with regard to the SOFTWARE. Personal data (i.e. data that can be used to identify an individual) will not be collected and processed unless you have consented thereto in connection with your on-line registration for MyAxis account.

Further to the above, the SOFTWARE will regularly connect to Axis systems in order to recognise and provide to you information regarding available updates or upgrades of the SOFTWARE, product news and other similar information relating to the use of the SOFTWARE.

5. TERMINATION.

This Agreement is effective until terminated. Your rights under this Agreement will terminate automatically without notice from Axis if you fail to comply with any term(s) of this Agreement. Upon the termination of this Agreement, you shall cease all use of the SOFTWARE and destroy all copies, full or partial, of the SOFTWARE.

6. GOVERNING LAW.

This agreement shall be deemed performed in and shall be construed by the laws of Sweden.

7. DISCLAIMER.

THE SOFTWARE IS DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK AS TO THE USE, RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED SOLELY BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AXIS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF ANY PROPOSAL, SPECIFICATION OR SAMPLE WITH RESPECT TO THE SOFTWARE. AXIS DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AXIS OR AN AXIS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE.

8. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES WILL AXIS BE

LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE, INCLUDING THE SALE, PURCHASE, DELIVERY, USE OR OTHER DISPOSITION OF THE SOFTWARE, EVEN IF AXIS HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS. AXIS TOTAL LIABILITY WITH THE SALE, PURCHASE, DELIVERY AND USE OF THE SOFTWARE SHALL NOT EXCEED THE PRICE PAID FOR THE SOFTWARE. IN NO EVENT WILL AXIS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES. THIS LIMITATION OF LIABILITY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE.

9. ENTIRE AGREEMENT.

This Agreement is the entire agreement between you and Axis relating to the SOFTWARE. This Agreement supersedes all prior communications, proposals and representations with respect to the SOFTWARE or any other subject matter covered by this Agreement.

10. THIRD PARTY NOTICES.