PRODUCT SPECIFIC TERMS FOR AXIS SITE DESIGNER

All Your use of the AXIS Site Designer will be governed by Axis General License Agreement (available at <u>License agreements</u> | <u>Axis Communications</u>) as supplemented by these Product Specific Terms for AXIS Site Designer (these "**Terms**") and any other supplemental terms and agreements referenced therein (together the "**Agreement**"). These Terms shall prevail in case of any conflict with the Axis General License Agreement ("**GLA**"). Any terms defined in elsewhere in the Agreement that are used in these Terms shall have the meaning ascribed to them in the Agreement, unless otherwise stated herein.

IMPORTANT: By downloading, installing, activating, accessing or otherwise using AXIS Site Designer, You accept and agree to be bound by the terms and conditions of the Agreement. If You are accepting the Agreement on behalf of a company or other business entity, that entity will be deemed the Customer hereunder and You represent and warrant that You have authority to legally bind that entity to the Agreement. If You do not have such authority or You do not agree to the terms of the Agreement, neither You nor the entity is permitted to and may not download, install, access or use AXIS Site Designer.

1. ABOUT AXIS SITE DESIGNER

AXIS Site Designer is a tool to facilitate Your selection of Axis' products and accessories, supporting the design of Axis system solutions. AXIS Site Designer is a progressive web app, running in Your web browser. More information about AXIS Site Designer can be found in its Documentation.

2. LICENSE AND USE TERM

2.1. License Grant:

The following replaces the grant of license in Section 3.1 in the GLA solely as it pertains to AXIS Site Designer:

Subject to the terms and conditions set out in this Agreement, and Your compliance therewith, Axis grants You, a world-wide, non-exclusive, non-transferable, non-sublicensable, revocable, limited One-Time license for AXIS Site Designer during the Use Term to download, install, and use the AXIS Site Designer to design and maintain installations of Axis Products (for Yourself or Your clients), in accordance with the Agreement, including any Documentation, user manual, usage instructions, and/or product documentation concerning AXIS Site Designer published by Axis from time to time.

License Type: One-Time License

<u>Use Term</u>: Perpetual (subject to termination rights under the Agreement and at law).

Number of licensed Axis Products: Unlimited.

2.2. Compatibility with third party products:

AXIS Site Designer is created specifically and solely for use as an aid for designing system solutions based on Axis products. The Axis Site Designer may also permit you to incorporate certain third-party products (and certain information relating to them) into your designs. To the extent the functionality is available in the application, You are permitted to do so. Axis does not guarantee that (i) any information relating to third-party products is accurate or up-to-date, or

(ii) Axis will maintain any functionality in future. Axis accepts no responsibility for Your inclusion of the third-party products in Your designs and any results thereof.

3. RESULTS ARE FOR GUIDANCE ONLY

AXIS Site Designer is provided for guidance only. The estimates, recommendations, results and documentation (collectively the "**Deliverables**") produced by the use of AXIS Site Designer result from a limited number of test scenarios and Axis' conclusions thereof. AXIS AND/OR ITS REPRESENTATIVES WILL IN NO EVENT BE RESPONSIBLE FOR DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM THE USE OF, OR RELIANCE UPON, THE TOOL AND THE DELIVERABLES.

To illustrate the above, we specifically ask You to note the following:

- a) Calculated bandwidth and storage are estimates only. Each camera system installation is unique so the bandwidth estimates generated by AXIS Site Designer will invariably differ from the bandwidth measurements of the actual system installation.
- b) Resolution previews and pixel density estimates are for guidance only. AXIS Site Designer provides pixel density example images. It also lets You visualize the area where a given pixel density can be achieved. These functions are only intended to offer You an indication of the expected image quality. However, the actually achieved image quality and possibility to recognize or identify a person or an object will also depend on other factors, for example object motion, video compression, lighting conditions, camera focus and/or lens distortion.
- c) Products may be unavailable and product specifications, including information about compatibility with other products, may have errors. Although we try to ensure accuracy when it comes to the products included in AXIS Site Designer, we recommend that You verify Your product selection with an Axis distributor or reseller (as applicable), and refer to product data sheets for product specifications.

4. DATA AND PRIVACY

Unless You log in with a My Axis account, all project data is stored locally in Your web browser and Your projects will be lost if You clear browsing data or use a privacy mode. If You log in with a My Axis account, project data will be stored in the Axis cloud and handled per section 14 of the GLA.

AXIS Site Designer is not intended to collect, process, or store Personal Data. You agree (i) not to upload or share with Axis any Personal Data without prior written consent of Axis and first entering into a written data processing agreement with Axis; (ii) to effectuate the foregoing limb (i), not to incorporate any Personal Data in any AXIS Site Designer designs that You intend to store in the Axis cloud; and (iii) to immediately inform Axis via the contact information set forth in our privacy policy in case You may have violated either of the foregoing.

5. THIRD PARTY SOFTWARE/NOTICES

AXIS Site Designer includes Third-Party Software and Open Source Software. The applicable Third-Party License Terms and Open Source License Terms are available when first accessing, and then from within, the AXIS Site Designer.