

## AXIS END USER LICENSE AGREEMENT

This Agreement is between You and Axis and covers the use of Software and Cloud Services as defined herein (the “**Axis Technology**”). This document also incorporates any Product Specific Terms that may apply to the Axis Technology.

**IMPORTANT:** By downloading, installing, activating, accessing or otherwise using the Axis Technology, You accept and agree to be bound by the terms and conditions of this Agreement. If You are accepting this 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 this 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 the Axis Technology.

### 1 DEFINITIONS

- 1.1 “**Affiliate**” means, with respect to a party or other legal entity, any other corporation, partnership, trust or other legal entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such party or entity. For the purpose of this definition, “**control**” means ownership of fifty percent (50 %) or more of the outstanding voting stock or other equity interests ordinarily having voting rights or otherwise the power to direct the management of an entity, directly or indirectly, and the term “**controlled**” has the meaning correlative to the foregoing.
- 1.2 “**Agreement**” means this End User License Agreement, any Product Specific Terms and any other documents attached or referred to therein.
- 1.3 “**Annual Review**” means the annual audit of the subscription status and the reported usage of Units.
- 1.4 “**Axis Subscription Model**” means the license model described in Section 3.2.1 below.
- 1.5 “**Axis**”, “**we**”, “**our**” or “**us**” means Axis Communications AB, a company incorporated under the laws of Sweden with registration no. 556253-6143, with its registered address at Gränden 1, SE-223 69 Lund, Sweden
- 1.6 “**Axis Firmware**” or “**AXIS OS**” means software that is embedded in any Axis Products.
- 1.7 “**AXIS License Manager**” means an application interface developed by Axis for the management of Your licenses.
- 1.8 “**Axis Partner**” means a distributor, reseller, system integrator or partner who sells or provides Axis Technology.
- 1.9 “**Axis Products**” or “**Units**” means Axis network products and other Axis devices with which the Axis Technology can be used.
- 1.10 “**Cloud Service(s)**” means Axis’ XaaS offering and other cloud technology solutions and the associated services made available by Axis under the terms of this Agreement (a) through an Axis Partner, (b) on its webpage, or (c) in any other distribution channel used by Axis from time to time. Cloud Service(s) includes applicable Documentation.
- 1.11 “**Confidential Information**” means non-public proprietary information of the disclosing party (“**Discloser**”) obtained by the receiving party (“**Recipient**”) in connection with this

Agreement, which is (a) conspicuously marked as confidential or, if verbally disclosed, is summarized in writing to the Recipient within 14 days and marked as confidential; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally.

- 1.12 “**Customer**” or “**You**” means the individual or legal entity accessing or using the Axis Technology.
- 1.13 “**Customer Data**” has the meaning ascribed to it in Section 4.1.
- 1.14 “**Documentation**” means the datasheet applicable to the Axis Technology and made available by Axis, as amended by Axis from time to time.
- 1.15 “**Entitlement**” means the type and quantity of fully paid and valid licenses for the Axis Technology (whether or not activated) acquired by the Customer, as listed in AXIS License Manager at any given date during the Subscription Period.
- 1.16 “**Growth Allowance**” means the Customer’s right to exceed the Entitlement for an Axis Technology during a current Subscription Period without incurring additional fees, as further described in Section 3.2.1. The Growth Allowance is one hundred percent (100%) of the current Entitlement unless otherwise set forth in the Product Specific Terms.
- 1.17 “**Infringement Claim**” means a claim, suit or proceeding brought against Customer by a third party alleging that the Axis Technology, used in accordance with and as authorized under this Agreement and the applicable Documentation, infringes upon such third party’s patents, copyright or registered trademarks.
- 1.18 “**Personal Data**” has the same meaning as “personal data” under the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 1.19 “**Product Specific Terms**” means additional product related terms applicable to the Axis Technology.
- 1.20 “**Purchase Order**” means the order form, agreement or other document executed between You and an Axis Partner pursuant to which You order the Axis Technology. The Purchase Order may contain the specific metrics, duration and quantity of the Axis Technology ordered.
- 1.21 “**Software**” means any software conceived, developed or licensed by Axis, that is provided by Axis under the terms of this Agreement (a) through an Axis Partner, (b) on its webpage, or (c) in any other distribution channel used by Axis from time to time, including all updates, upgrades and other modifications thereto that Axis may make available to You from time to time. Software includes Axis Firmware and applicable Documentation.
- 1.22 “**Subscription Period**” means the twelve-month period starting on the Subscription Start Date or subsequent twelve-month periods following an Annual Review.
- 1.23 “**Subscription Start Date**” means the date when the subscription of a specific Axis Technology is started in AXIS License Manager.

- 1.24 **“Usage Rights”** means the rights to access and use the Axis Technology as set forth in Section 3.1 through 3.3.
- 1.25 **“Use Term”** means the time period during which the Axis Technology may be accessed and used by the Customer as set forth herein, subject always to early termination pursuant to the terms of this Agreement. The Use Term is determined by the applicable license model (see Sec. 3.1) and may be further specified in the Purchase Order or Product Specific Terms.
- 1.26 **“User”** means the individuals (including employees and contractors) who are authorized by Customer to access and use the Axis Technology on the Customer’s behalf.

## **2 SCOPE**

- 2.1 **General.** Customer’s access to and use of the Axis Technology is subject to the terms of this Agreement. The Agreement covers both the use of Cloud Services and licensing of Software for on-premises installation.
- 2.2 **Product Specific Terms.** In addition to the provisions set forth in this document, Product Specific Terms may apply to the Axis Technology. The Product Specific Terms typically appear when You download, install, activate, access or use certain Axis Technology for the first time. The applicable Product Specific Terms may also be provided to You upon Your request in writing.
- 2.3 **Axis Partners.** If You are an Axis Partner, this Agreement applies to You with regard to any handling or use of the Axis Technology. If You distribute, sell, or transfer the Axis Technology to any customer or otherwise allow a customer to use the Axis Technology, You are responsible in relation to Axis for ensuring that the customer accepts and is bound by the terms and conditions in this Agreement.

## **3 USING AXIS TECHNOLOGY**

- 3.1 **License and Right to Use.** 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 right during the Use Term to (a) download, install and use the Software with Axis Products only; and (b) access and use the Cloud Services with Axis Products only, provided that any use of the Axis Technology is for Your internal business purposes and in accordance with the Documentation and this Agreement. Each license gives You the right to use the Axis Technology with one (1) Axis Product and, with the exception of the Growth Allowance, Your use of the Axis Technology is limited to the number of licenses which You have purchased.
- 3.2 **Subscription and License Types.** The Axis Technology is licensed under one of the license types described below or otherwise as set out in the applicable Product Specific Terms. All licenses are purchased through Axis Partners and the Axis Partner that You have purchased the license from is responsible for issuing the license key to You. Your order, license key and/or the Product Specific Terms will indicate what type of license that is applicable to the relevant Axis Technology that You have purchased.
- 3.2.1 *Axis Subscription Model.*
- a) The Axis Subscription Model gives You the right to use the Axis Technology during the Subscription Period. The license key which is issued and provided to

You by Your Axis Partner must be redeemed (i.e., the license added to Your wallet) in AXIS License Manager, and the licenses actively allocated by You from Your wallet to the ongoing subscription period, within thirty (30) days from the Subscription Start Date. For Your Axis Technology to be licensed, the number of allocated licenses must match the reported usage. If the license key is not redeemed and the licenses not allocated within said period, then the Usage Rights will automatically terminate. On or before each Annual Review, You must renew the licenses if You wish to continue using the Axis Technology for another Subscription Period.

- b) The Axis Subscription Model includes a Growth Allowance. During a Subscription Period, the Customer may use the Growth Allowance to increase the number of Units using the Axis Technology without paying for additional licenses during that Subscription Period. On each Annual Review, the previous year's Entitlement and the accumulated annual growth will form the basis for calculating the number of licenses required if the Customer wishes to continue the use of the Axis Technology with the same number of Units for the following Subscription Period. The relevant Axis Technology and AXIS License Manager will automatically calculate and determine the number of licenses required for renewal. If the Customer chooses not to renew the licenses, the Customer will not be charged for exceeding the Entitlement within the scope of the Growth Allowance during a Subscription Period. For the avoidance of doubt, if the Customer exceeds the Growth Allowance during a Subscription Period, the Customer must purchase the corresponding number of licenses in order not to be in breach of this Agreement.
- c) Any additional licenses to Axis Technology purchased during a Subscription Period shall be pro-rated to be coterminous with the expiry period of the Axis Technology purchased on the Subscription Start Date or Annual Review date (as applicable).
- d) The licenses in Your AXIS License Manager wallet will expire five (5) years after redeeming of the license key as set out in Section 3.2.1a) above.

### 3.2.2 *One-time License.*

For Axis Technology that is licensed under a One-time License, the Use Term is perpetual unless otherwise stated in the applicable Product Specific Terms.

### 3.2.3 *License Tied to Hardware.*

This model applies to certain Software which is preloaded and preconfigured on Axis Products. The Use Term under this model is tied to the lifetime of the Axis Product on which it was originally installed.

- ### 3.3 **Additional Rights for Axis Partners.**
- In addition to the rights granted in Section 3.1 and subject to the terms and conditions of this Agreement and Your compliance therewith, Axis grants the Axis Partner a non-exclusive, non-transferable, non-sublicensable, limited right to (a) market and demonstrate the Axis Technology to customers, (b) install and use the Axis Technology for demonstration purposes only; and (c) distribute and sell the Axis Technology to customers provided that You ensure the customer's acceptance of this Agreement. You shall not make any claims or promises or offer any

warranties to anyone with regards to Axis or any Axis Technology or Axis Products to the extent that such claim, promise, or warranty is incompatible with the terms of this Agreement, the Product Specific Terms, or the relevant Documentation, and You alone will be responsible for any such claims, promises and warranties made in violation of the above.

**Use by Third Parties.** You may permit Users and other third parties to exercise Your Usage Rights if such use is solely (a) on Your behalf, (b) for Your internal operations; and (c) in compliance with this Agreement. Furthermore, You may permit Axis Partners to assist You in the access, implementation and use of the Axis Technology, provided such activities are for the direct benefit of You (and not any third party) and within the scope of Your Usage Rights. You shall ensure compliance with the Agreement by Users and other third parties and You are responsible for and fully liable for the acts or omissions of Users and other third parties as if it were Your acts or omissions.

3.4 **Beta and Trial Use.** If Axis grants You Usage Rights in the applicable Axis Technology on a trial, evaluation, pre-view, beta or other free-of-charge basis (“**Evaluation Software and Services**”), You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Axis in writing. If there is no period identified, such use is limited to 30 days after the Evaluation Software and Services are made available to You. If You fail to stop using and/or return the Evaluation Software and Services by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice. Axis, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Axis Technology. The Evaluation Software and Services may not have been subject to Axis’ usual testing and quality assurance processes and may contain bugs, errors, or other issues. Axis provides Evaluation Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Axis will not have any liability relating to Your use of the Evaluation Software and Services.

3.5 **Support, etc.**

3.5.1 Unless otherwise set out in the applicable Product Specific Terms, this Agreement does not entitle You to receive any support, updates, upgrades, maintenance, service levels, patches, bug fixes, or corrections of the Axis Technology.

3.5.2 Notwithstanding the foregoing, if Axis, at its discretion, releases any patches, bug fixes, updates, upgrades maintenance and service packs (collectively, “**Patches**”) that Axis deems necessary for the proper function, performance and security of the Axis Technology, You are required to accept and apply or install such Patches as instructed by Axis. Some Patches may be provided automatically without any actions required by You and You hereby consent to any such automatic Patches provided by Axis. Axis is not responsible for functionality, performance or security issues encountered with the Axis Technology that result from Your failure to accept the application of Patches that are necessary for the proper function, performance and security of the Axis Technology.

3.5.3 All Patches and any other updates or upgrades provided by Axis under applicable Product Specific Terms shall be deemed part of the Axis Technology and be subject to the terms and conditions of this Agreement.

## 4 CUSTOMER DATA

- 4.1 As between Axis and You, You are and will remain the sole owner of all right (including all intellectual property rights), title and interest in and to any information, materials and other data uploaded or imported by You or any of Your Users to any Axis Technology, or created, modified or generated for You by the Axis Technology or as a consequence of Your or Your Users' use of the Axis Technology during the term of this Agreement ("**Customer Data**"). Customer Data includes any personal information, as well as any materials and content uploaded to and stored by You or Your Users in the User Account associated with the Axis Technology. You hereby grant Axis, and any third-party service providers, licensors and partners that hosts or delivers any Axis Technology on behalf of Axis, the right to use, reproduce, display, process, transmit, store and transfer the Customer Data in order to provide the Axis Technology to You, subject to the terms of this Agreement.
- 4.2 You acknowledge and agree that You have sole responsibility (a) for the accuracy, quality, integrity, legality, appropriateness and reliability of all Customer Data; and (b) for the input and administration of Customer Data in or with the Axis Technology, including deletion of Customer Data. Axis has no liability of any kind, and Customer is solely responsible for any breach or loss resulting from the deletion or destruction of, damage to, loss of, or failure to secure, store or backup any Customer Data.
- 4.3 Customer hereby represents and warrants on behalf of Customer and its Users (a) that Customer or its Users have all rights, consents and approvals necessary for the use, display, publishing, sharing and distribution of the Customer Data, and for Axis to use, reproduce, display, process, transmit, store and transfer such Customer Data as required to provide the Axis Technology and the User Account, and (b) that such use of the Customer Data under this Agreement does not violate any third-party rights, laws or this Agreement.

## 5 USER ACCOUNT AND ACCESS

- 5.1 In order to use certain Axis Technology, You may be invited to create an account for You or the Users (the "**User Account**"). You must use commercially reasonable efforts to prevent unauthorized access to, or use of, Your User Account and the Axis Technology. You may only use the Axis Technology activated with a license key or other credentials provided by Axis or via an Axis Partner. You are fully responsible for (a) all access to and use of the User Account, (b) maintaining the security of all keys, user IDs, passwords and other credentials, and (c) for any activity occurring in Your User Account or under any keys or credentials (whether or not You authorized that activity). Unless expressly permitted otherwise by Axis in writing, You may not create shared User Accounts so that multiple Users or other individuals would have access to one single User Account. You must promptly notify Axis of any known or suspected unauthorized use or access and take all steps necessary to terminate such unauthorized use or access. You must also provide Axis with such cooperation and assistance related to any unauthorized use or access that Axis may reasonably request.
- 5.2 **Axis Partners.** In addition to the foregoing in Section 5.1, if You are an Axis Partner, You shall make sure that any creation or registration by You of any customer User Account, organization or other customer profile is done properly and that different customers'

User Accounts, organizations and data are separated from Your and other customers' User Accounts, organization and data. You are responsible in relation to the customer for any acts or omissions in relation to any activities related to the customer User Account, organization or other customer profile and Axis hereby disclaims any liability with respect thereto.

## **6 RESTRICTIONS AND RESPONSIBILITY FOR USE**

**6.1 For all Axis Technology.** Except as expressly authorized in this Agreement, You may not (and You may not allow, authorize or enable anyone to): (a) copy, transfer, distribute, sell, sublicense, lend, lease, rent, or otherwise make Axis Technology or any features or functionality thereof available to any third party (including managed service offerings, time-sharing, service bureau, software as a service, or as a cloud service); (b) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks provided on or with the Axis Technology; (c) reverse engineer, decompile, adapt, decrypt, disassemble, or make derivative works of the Axis Technology or any part thereof or otherwise attempt to derive access to the source code or any part of the Axis Technology, except to the limited extent mandatory legislation specifically prohibits this restriction; (d) modify, adapt, translate or create derivative works based on the Axis Technology; (e) use the Axis Technology in violation of any law, regulation or rule, or in a manner that causes Axis to violate any law or regulation; (f) use the Axis Technology in a manner or for any purpose that is abusive, harassing, deceptive, obscene, defamatory, slanderous, offensive, or that a reasonable person would otherwise deem inappropriate; (g) use the Axis Technology in a manner that violates or otherwise encroaches on the rights of others, including infringement or misappropriation of any intellectual property, proprietary or privacy rights; (h) attempt to gain unauthorized access to, alter or destroy any portion of the Axis Technology, or any computer systems, software, accounts, data or information of Axis or any other person without the knowledge and consent of such person (whether through "hacking", "spoofing", "phishing", "mining", "pharming" or any other means); (i) use the Axis Technology for purposes of competitive analysis, the development of a competing product or service or any other purpose that is to Axis' commercial disadvantage; (j) use the Axis Technology with any system or application where the use or failure of the system or application can reasonably be expected to threaten or result in personal injury, death, or catastrophic loss (examples include use in nuclear, avionics, navigation, military, medical, life support or other life critical applications) unless the Axis Technology is explicitly intended for such use as specified in the applicable Documentation; or (k) use the Axis Technology in violation of the UN Universal Declaration of Human Rights or otherwise in violation of Axis' ethical principles as described in Axis' Code of Conduct (as available on Axis' website [www.axis.com](http://www.axis.com) and as amended from time to time).

**6.2 For Software.** Except as expressly authorized by the Agreement, and in addition to the restrictions set forth in Section 6.1, You may not (and You may not allow, permit or authorize anyone to): (a) use (including make any copies of) the Software beyond the scope of the license granted herein; (b) combine the Software, in whole or part, with any other applications, unless explicitly allowed according to any applicable Product Specific Terms or Axis' written instructions; (c) publish the Software for others to copy;

or (d) transfer the Software or this Agreement to any third party. Notwithstanding the foregoing, Axis Firmware and any Software licensed under the model described in Section 3.2.3, may be transferred to a third party in connection with the sale or transfer of the relevant Axis Product to such third party, provided that the third party agrees to accept and be bound by all terms and conditions of this Agreement.

6.3 **For Cloud Services.** Except as expressly authorized by the Agreement, and in addition to the restrictions set forth in Section 6.1, You may not (and You may not allow, permit or authorize anyone to): (a) interfere with or disrupt the security, integrity, operation or performance of the Cloud Service or the data contained therein, or interfere with the access to, or use of, the Cloud Service by others; (b) facilitate the attack or disruption of the Cloud Service, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (c) attempt to access the Cloud Service using a method other than through the interfaces and instructions that we provide; (d) access and use the Cloud Service outside the territory in which the Cloud Service was made available to You, as described in the relevant Purchase Order or Product Specific Term; and (e) cause an unusual spike or increase in Your use of the Cloud Service that negatively impacts the Cloud Service's operation.

6.4 **Enforcement.** Failure to comply with the provisions of this Section 6 constitutes a material breach of the terms and conditions upon which You are permitted to use the Axis Technology and may result in Axis taking any and all remedial actions available to us in our discretion. Remedial actions may include warnings; limiting, suspending or terminating access to the Axis Technology; removing, disabling or prohibiting access to content that violates this Agreement; or legal proceedings against You. We may report any activity that we reasonably suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Axis will have the right to disable, suspend or restrict Your access to the Axis Technology without prior notice: (1) in situations involving actual violations of applicable law; (2) if Your use of the Axis technology materially breaches or jeopardizes the security of the Axis Technology or (3) if Axis reasonably determines that You have breached Section 6. Axis may also suspend Your access to the Cloud Service at any time if required by applicable law. Axis will use reasonable efforts to notify Customer prior to any suspension, unless prohibited by applicable law or court order. You understand that in exercising our rights under this Section 6.4, we will not be liable to You or any other person for any inconvenience, losses or damages whatsoever.

## 7 **THIRD PARTY SERVICES**

Certain Axis Technology may allow or enable You to connect (through an integration or otherwise), access and use third party products, software or services ("**Third Party Services**") in association with the Axis Technology. You acknowledge that any such connection and access to such Third Party Services in association with the Axis Technology are made available to You for convenience only. Axis does not endorse any Third Party Services, nor does Axis make any representations or provide any warranties whatsoever with respect to any Third Party Services, and Axis specifically disclaims any liability or obligations with regard to Third Party Services. Third Party Services are not part of the Axis Technology. The Third Party Services are provided to You in accordance



with their respective terms and conditions, and You alone are responsible for ensuring that You (a) procure appropriate rights to access and use any such Third Party Services in association with the Axis Technology and (b) comply with the terms and conditions applicable to its use.

## **8 CHANGES**

Axis may make changes to the Axis Technology or the method of providing it at any time, for example in order to provide new functionality or features or to comply with the applicable legal framework. While Axis may make certain changes without advance notice to You, including through Patches or other minor changes or improvements, Axis agrees to notify You of any implementation of changes that would substantially impair the functionality or remove any key features of the Axis Technology. Such notice shall be given by providing written notice on [www.axis.com](http://www.axis.com) (a) three (3) months prior to the implementation of the change; or (b) if the change is urgent and three (3) months' notice cannot be given, as soon as practical given the circumstances. Upon such notice, You may terminate this Agreement. Should You not exercise Your right to termination prior to the implementation of the change, You shall be deemed to have accepted the change as of its implementation. Axis may also perform scheduled maintenance of the infrastructure and software used to provide the Cloud Service. Whenever reasonably practicable, Axis will provide You with advance notice on [www.axis.com](http://www.axis.com) of such maintenance. You acknowledge that, from time to time, Axis may need to perform emergency maintenance without providing You advance notice. During such maintenance (i.e., both scheduled maintenance and emergency maintenance), Axis may temporarily suspend Your access to, and use of, the Cloud Service. Furthermore, Axis may, at its sole discretion, discontinue an Axis Technology upon twelve (12) months prior written notice posted at [www.axis.com](http://www.axis.com). In the event that Axis' discontinues a Cloud Service in accordance with this Section 8, any Usage Rights granted to You under this Agreement will expire on the date of discontinuance at the latest. In the event that Axis' discontinues a Software licensed to You on a perpetual basis (i) You may continue using the Software provided that, and as long as, You continue to abide by the terms and conditions for the license set forth in this Agreement, and (ii) You will automatically lose any rights You may have to receive support and Patches of the Software. You hereby expressly acknowledge and agree that Axis shall not have any remaining obligations or liabilities whatsoever towards You under this Agreement, notwithstanding anything to the contrary in this Agreement, should Axis discontinue an Axis Technology in accordance with this Section 8.

## **9 USE OF DATA**

- 9.1 You acknowledge and agree that Axis may collect and process certain data relating, as applicable, to the installation and use of Axis Technology and Axis Products ("**System Data**"). Axis will use System Data for the purposes of calculating Your usage of the Axis Technology, facilitating the provision of updates and upgrades of the Software, support and other services to You with regard to the Axis Technology, as well as further development of the Axis Technology, other software and other technologies. We may share the System Data with our Affiliates and business partners, but only for the purposes described in this section. In addition, You acknowledge and agree that Axis may automatically collect and process extended System Data when the Axis Technology

terminates abnormally (“**Extended System Data**”). Axis will use Extended System Data for the purpose of improving performance and user experience of Axis Technology and Axis Products. Extended System Data may unintentionally include elements of Personal Data. Axis will delete any Personal Data included in Extended System Data as soon as reasonably possible and no later than 3 months from collection of the Extended System Data.

- 9.2 If You or any User chooses to provide input and suggestions regarding problems with or proposed modifications or improvements to the Axis Technology (“**Feedback**”), then You hereby grant Axis and its Affiliates an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free world-wide right to use, disclose, reproduce, distribute and exploit the Feedback in any manner and for any purpose, including to improve the Axis Technology and create other products and services.

## **10 FEES AND PAYMENT**

- 10.1 You agree to pay any fees due for Your use of the Axis Technology in accordance with the applicable payment terms. The applicable fees and payment terms may vary depending on the Axis Technology and the distribution channel. Except as otherwise explicitly agreed, all payment obligations are non-cancellable and amounts paid are non-refundable.
- 10.2 If Customer's account is overdue (except with respect to fees then under reasonable and good faith dispute), in addition to any of its other rights or remedies available to it, Axis reserves the right to terminate the license to the Software or suspend Customer's access to the Cloud Services, without liability to Customer, until such undisputed amounts are paid in full; provided that prior to any termination or suspension under this Section 10.2, Axis has provided Customer thirty (30) days prior written notice of its intention to suspend the Services and Customer has failed to bring its account current during such period.
- 10.3 Unless otherwise explicitly stated, the fees for the Axis Technology do not include any local, state, or foreign taxes, levies or duties of any nature (including any applicable value-add taxes) imposed by any authority resulting from the acquisition and use of the Axis Technology (“**Taxes**”). Customer is responsible for paying all applicable Taxes, excluding only Taxes based on the income of Axis or the Axis Partner. If Axis or the Axis Partner has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to Customer by Axis or the Axis Partner (as applicable) and paid by Customer to Axis or the Axis Partner unless Customer timely provides Axis or the Axis Partner with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **11 INTELLECTUAL PROPERTY RIGHTS**

- 11.1 You may only use the Axis Technology in accordance with the terms of this Agreement. You do not acquire any ownership interest in the Axis Technology under this Agreement, or any other rights thereto other than to use the same in accordance with the Usage Rights. Axis and its licensors reserve and shall retain their entire right, title and interest in and to the Axis Technology and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright,

trademark, trade secret, or other intellectual property rights laws and all similar or equivalent rights or forms of protection, in any part of the world (“**Intellectual Property Rights**”) arising out of or relating to the Axis Technology. Axis will also exclusively own all rights, titles and interest in and to any information and usage data (other than the Customer Data) collected or generated from Your access and use of the Axis Technology, including System Data. For clarity, such usage data does not include any Personal Data, unless explicitly specified in the applicable Product Specific Terms.

- 11.2 You shall safeguard the Axis Technology from infringement, misappropriation, theft, misuse or unauthorized access. You shall promptly notify Axis if You become aware of any infringement of any Intellectual Property Rights in the Axis Technology and agree to fully cooperate in any legal action to enforce such Intellectual Property Rights.
- 11.3 You acknowledge and agree that the Software may contain proprietary third party software (“**Third-Party Software**”) or software licensed under open source licenses (“**Open Source Software**”) which may be subject to notices or additional terms and conditions (“**Third-Party License Terms**” and “**Open Source License Terms**”). The applicable Third-Party License Term and Open Source License Terms are identified in the Product Specific Terms for the relevant Axis Technology or in the installation or license file in the Axis Technology. By accepting this Agreement, You are also accepting such Third-Party License Terms and Open Source License Terms, if any. Your use of any Third-Party Software or Open Source Software in conjunction with the Software in a manner consistent with the terms of this Agreement is permitted, however, You may have broader rights under the applicable Open Source License Terms and nothing in this Agreement is intended to impose further restrictions on Your use of any Open Source Software. Copyrights to Third-Party Software and Open Source Software are held by the copyright holders indicated in the copyright notices in the corresponding source files.

## **12 WARRANTIES, DISCLAIMER AND INDEMNITIES**

- 12.1 **Software Warranty.** Provided that You perform Your obligations to Axis under this Agreement, Axis warrants that the Software, under normal use, will operate materially in conformance with the applicable Documentation during a period of 90 (ninety) days from the date of delivery by Axis or an Axis Partner to You (as applicable). This warranty will not apply unless Customer notifies Axis of a claim under this warranty within the warranty period. Your notice must specifically identify and explain the alleged non-conformance with the relevant Documentation.
- 12.2 **Cloud Service Warranty.** Provided that You perform Your obligations to Axis under this Agreement, Axis warrants that during the Use Term, the Cloud Service will perform materially in conformance with the applicable Documentation, provided that the Cloud Service is used in accordance with this Agreement and the Documentation. For clarity, the foregoing warranty does not extend to ensuring continuous availability of any Third Party Services, as they may not be under our control. This warranty will not apply unless Customer notifies Axis of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears. Your notice must specifically identify and explain the alleged non-conformance with the relevant Documentation.
- 12.3 **Exceptions.** The warranties in Sections 12.1 and 12.2 do not apply: (a) if the Axis Technology has been altered or modified, except by or as authorized by Axis; (b) if the

Axis Technology has been subjected to abnormal physical conditions, accident or negligence, or installation, or use inconsistent with this Agreement, the applicable Documentation or Axis' instructions; (c) with respect to Evaluation Software and Services; (d) with respect to any Axis Technology provided on a no-charge basis; (e) if the circumstances giving rise to the warranty claim was caused by third-party hardware, software or services; or (f) if the Axis Technology has not been provided by Axis or an Axis Partner.

12.4 **Sole Remedy.** Axis' sole and exclusive liability and Your sole and exclusive remedy for any breach of the warranty in Section 12.1 and 12.2 respectively is to repair or replace the applicable Axis Technology. If Axis notifies You in writing that it is unable to repair or replace the applicable Axis Technology, then You have the right to terminate this Agreement in accordance with Section 17.3 below.

12.5 **DISCLAIMER.** EXCEPT FOR THE WARRANTIES DESCRIBED IN SECTION 12.1 AND 12.2 ABOVE, THE AXIS TECHNOLOGY, INCLUDING ANY THIRD-PARTY SOFTWARE OR OPEN SOURCE SOFTWARE, ARE DELIVERED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK AS TO THE USE, RESULTS AND PERFORMANCE OF THE AXIS TECHNOLOGY AND ANY THIRD-PARTY SOFTWARE OR OPEN SOURCE SOFTWARE IS ASSUMED SOLELY BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AXIS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS (COLLECTIVELY, THE "**AXIS PARTIES**"), EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING 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 AXIS TECHNOLOGY, INCLUDING ANY THIRD PARTY SOFTWARE OR OPEN SOURCE SOFTWARE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION OF THE FOREGOING, THE AXIS PARTIES PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE AXIS TECHNOLOGY, INCLUDING ANY THIRD PARTY SOFTWARE OR OPEN SOURCE SOFTWARE, WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED OR THAT THE AXIS TECHNOLOGY WILL BE FREE FROM CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND AXIS DISCLAIMS ANY LIABILITY RELATING THERETO. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AN AXIS PARTY OR ANY REPRESENTATIVE THEREOF SHALL CREATE A WARRANTY OR IN ANY WAY AFFECT THE SCOPE AND OPERATION OF THIS DISCLAIMER. AXIS SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY AND LIABILITY IN RELATION TO ANY CLAIMS BASED ON ANY ACTS OR OMISSIONS BY AN AXIS PARTNER. THE AXIS TECHNOLOGY IS NOT INTENDED FOR USE RELATED TO THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE AXIS TECHNOLOGY COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR

ENVIRONMENTAL DAMAGE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

- 12.6 **Indemnification by Axis.** Axis agrees to defend, indemnify and hold the Customer harmless from and against any and all damages and costs (including reasonable attorney's fees and legal costs) finally awarded against Customer, or agreed in a settlement approved by Axis in writing, as a result of an Infringement Claim. This obligation shall be conditioned on the Customer (a) promptly notifying Axis in writing of the Infringement Claim; and (b) giving Axis the sole control of the defense and any settlement negotiations, and (c) giving Axis the information, authority and assistance Axis reasonably needs to defend against or settle the Claim. Axis agrees not to settle any matter without the Customer's prior written consent (which shall not be unreasonably withheld or delayed) if such settlement contains an admission of liability or fault attributable to the Customer. Axis will have no obligation to reimburse You for attorney fees and costs incurred prior to Axis' receipt of notification of the Infringement Claim. The Customer, at its own expense, may retain its own legal representation.
- 12.7 In the event of an Infringement Claim, or if an Infringement Claim is likely, Axis may, at its option: (a) obtain for You the right to continue to use the Axis Technology; (b) replace or modify the Axis Technology so it becomes non infringing; or (c) if we determine that the alternatives described in items (a) and (b) are not reasonably practicable, Axis may terminate Your Usage Rights granted under this Agreement upon written notice to You. You may also terminate the Agreement pursuant to Section 17.3 below.
- 12.8 Axis has no liability or obligations with respect to any Infringement Claim arising from or based upon: (a) compliance with any designs, specifications, or requirements You provide or a third party provides on Your behalf; (b) any modification or alteration of the Axis Technology, except by or as authorized by Axis in writing; (c) the combination, operation, or use of Axis Technology with non-Axis products, software or services not expressly authorized in the applicable Documentation; (d) any unauthorized use of the Axis Technology, including any use of the Axis Technology for a purpose or in a manner for which the Axis Technology was not designed or intended or in breach of the terms of this Agreement; (v) Your failure to modify, update or replace Axis Technology as required by Axis; or (vi) any Evaluation Software and Services. SECTION 12.6 THROUGH 12.8 SETS OUT AXIS' ENTIRE LIABILITY AND YOUR SOLE REMEDY WITH RESPECT TO ANY CLAIMS CONCERNING INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
- 12.9 **Indemnification by You.** You shall defend, indemnify, and hold the Axis Parties harmless from and against any and all damages and costs (including reasonable attorney's fees and legal costs) incurred or sustained by an Axis Party as a result of a claim, suit or proceeding brought against an Axis Party arising out of or relating to (a) Your (or Your Users') violation of this Agreement or any applicable law or regulation; or (b) the Customer Data or Axis' processing or use thereof in accordance with this Agreement, including any infringement of third party intellectual property rights; or (c) Your (or Your Users') access to, utilization of, or alleged use of the Axis Technology, including any integrations, modifications, customizations, adaptations or other developments by or on behalf of You or the use of the Axis Technology in combination with any other products, software, services or solutions not expressly authorized by Axis; or (d) Your

(or Your Users') gross negligence or willful misconduct; or (e) any dispute or issue between You and any third party. Axis shall have a right but not an obligation to undertake the sole control of the defense and settlement of any claim for which Axis can claim indemnity pursuant to this section. You undertake to (i) to give Axis all the information, authority and assistance Axis reasonably needs to defend against or settle the claim; and (ii) to cooperate with Axis at Your expense, in response to a request for assistance. For the avoidance of doubt, You shall have no liability under this Section 12.9 if the Claim is covered by Axis' obligation to indemnify You under Section 12.6.

### **13 LIMITATION OF LIABILITY**

- 13.1 **Exclusion of Incidental and Consequential Damages.** SUBJECT TO SECTION 13.5, UNDER NO CIRCUMSTANCES WILL THE EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOSS OF GOODWILL, LOSS OF BUSINESS, LOST PROFITS OR OTHER ECONOMIC DAMAGE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THE SALE, PURCHASE, DELIVERY, USE OR OTHER DISPOSITION OF THE AXIS TECHNOLOGY. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER THE SUCH PARTY HAS BEEN ADVISED OF OR HAD OTHER REASON TO KNOW THE POSSIBILITY OF SUCH DAMAGE, OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.
- 13.2 **Maximum Aggregate Liability.** SUBJECT TO SECTION 13.5, UNDER NO CIRCUMSTANCES WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE AXIS PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THE SALE, PURCHASE, DELIVERY, USE OR OTHER DISPOSITION OF THE AXIS TECHNOLOGY EXCEED (a) THE TOTAL AMOUNT PAID IN THE 12 MONTHS PRIOR TO THE EVENT(S) OR CIRCUMSTANCES GIVING RISE TO CLAIM FOR THE AXIS TECHNOLOGY THAT IS THE SUBJECT OF THE CLAIM, OR (b) WITH RESPECT TO SOFTWARE WHICH IS LICENSED ON A PERPETUAL BASIS, THE FEES PAID FOR THE RELEVANT SOFTWARE. IN NO EVENT WILL THE AXIS PARTIES BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE, DOCUMENTATION OR SERVICES.
- 13.3 THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 13.1 AND 13.2 SHALL APPLY NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND WITH RESPECT TO ANY AND ALL CLAIMS UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- 13.4 **Intentional Risk Allocation.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS (BOTH KNOWN AND UNKOWN) BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 13 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 13.5 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 13 SHALL NOT APPLY TO (a) BREACHES OF SECTION 3, 4, 6, 10, 11.1, 12.9, 15 AND 16, AND (b) DAMAGES CAUSED BY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, PERSONAL INJURY OR DEATH.

## **14 PRIVACY**

- 14.1 Axis is the controller with regard to any Personal Data provided to Axis by You or obtained by Axis either in connection with the registration of the User Account or thereafter as required for the proper use of the Axis Technology. Axis' Privacy Notice and Privacy Policy, as available on Axis' website <https://www.axis.com/privacy> and as amended from time to time, apply to such data. The Personal Data provided hereunder will only be processed to the extent required for the proper fulfilment of this Agreement.
- 14.2 Except as set out in any Product Specific Terms, the use of the Axis Technology does not entail any transmission, sharing or processing of any Personal Data where Axis would act as a processor of Personal Data for which You are controller. You shall not register, transmit or share any Personal Data without Axis' prior written approval and subject to a written data processing agreement executed between the parties. If and to the extent the relevant Axis Technology entails any transmission, sharing or processing of any Personal Data, as described in the Product Specific Terms, such transmission, sharing or processing of Personal Data will be subject to the terms and conditions of the relevant and applicable Product Specific Terms and data processing agreement appended thereto.
- 14.3 You are responsible for providing notice to, and obtaining consents from, individuals regarding any collection, processing, transfer and storage of their data through Your use of the Axis Technology.
- 14.4 You are not permitted to store, maintain, or process payment card information or related financial information subject to Payment Card Industry Data Security Standards, Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), or other sensitive data in the Cloud Service.

## **15 CONFIDENTIALITY**

Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, Affiliates, and contractors who have a need to know ("**Permitted Recipients**"). The Recipient may only use the Confidential Information of the Discloser for the purposes of fulfilling its obligations and exercising its rights under this Agreement. Recipient: (a) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient's obligations under this Agreement, and (b) is liable for any breach of this Section by its Permitted Recipients. These nondisclosure obligations will not apply to information that: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser's Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective

actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same. This Section 15 shall survive and continue to apply for three (3) years following any termination or expiration of this Agreement.

## **16 EXPORT REGULATION**

16.1 The Axis Technology may be subject to export controls, trade sanctions and other trade control laws and regulations of the EU and US and other governments, including the US Export Administration Regulation and its associated regulations (“**Export Control Laws**”). You agree to abide by the Export Control Laws where applicable. Under these laws, the Axis Technology may not be sold, leased, made available or transferred to embargoed countries, other restricted countries, restricted end-users or for restricted end-uses. Customer may not use the Cloud Service to transmit or host data controlled for export under Export Control Laws without prior written consent from Axis. You specifically agree that the Axis Technology will not be used for activities related to weapons of mass destruction, including activities related to the design, development, production or use of nuclear materials, nuclear facilities or nuclear weapons, missiles or support of missile project, or chemical or biological weapons. You understand that certain functionality of the Axis Technology, such as encryption or authentication, may be subject to import or export restrictions in the event that you transfer or make available the Axis Technology from the country of delivery and You are responsible for complying with applicable restrictions.

## **17 TERM AND TERMINATION**

17.1 **Term.** This Agreement is effective for the duration of the Use Term (after which it will automatically expire) if not terminated earlier pursuant to the terms of this Agreement.

17.2 **Termination for Convenience.** You may terminate this Agreement at any time by providing sixty (60) days written notice to Axis (which termination, for the avoidance of doubt, shall not affect Your obligations in relation to the Axis Partner from which You procured the Axis Technology).

17.3 **Termination for Breach.** Each party shall have the right to terminate this Agreement with immediate effect if the other party should violate any of the terms and conditions of this Agreement and should fail to remedy such violation (if reasonably capable of remedy) within thirty (30) calendar days after receipt of written notice from the complaining party. Axis shall have the right to terminate this Agreement at any time with immediate effect if You are in breach of Section 3, 6, 11 or 16. Upon Axis’ termination of this Agreement for Your material breach, You will, in addition to any other rights or remedies available to Axis, pay any unpaid fees through to the end of the then-current Use Term.

17.4 **Termination for Insolvency.** Each party has the right to terminate this Agreement at any time with immediate effect if the other party should become the subject of proceedings under any bankruptcy or insolvency law, enter into composition with its creditors, apply for financial re-organization, enter into liquidation, suspend payments to creditors or is, or can reasonably be deemed to be, insolvent.



17.5 **Effects of Termination.** In the event of termination of this Agreement, all Usage Rights will automatically terminate and You shall immediately cease all use of the Axis Technology, and destroy all copies, full or partial, of the Software and Documentation. Following termination of the Cloud Services, Axis shall have no obligation to maintain or provide any Customer Data and shall, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

17.6 **Survival.** It is expressly understood and agreed that the parties' respective rights and obligations that by their nature continue beyond the termination or expiration of this Agreement, as well as any provisions that by their express terms or by implication are to be performed after termination or expiration of this Agreement or that are prospective in nature, including the provisions set forth in 4.2, 4.3, 9, 11, 12.5, 12.9, 13, 15 through 20 shall survive any expiration or termination of this Agreement.

## 18 **US GOVERNMENT RIGHTS**

The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if You are the US Government or any contractor therefor, You shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

## 19 **MISCELLANEOUS**

19.1 **Construction and Order of Precedence.** For purposes of this Agreement (a) "or" has the inclusive meaning frequently identified with the phrase "and/or," (b) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (c) words denoting the singular have a comparable meaning when used in the plural, and vice-versa. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party. In the event of any conflicts or inconsistencies, the following order of precedence shall apply, but only with respect to the specific subject matter of each: (a) any Product Specific Terms; (b) this End User License Agreement; (c) the Purchase Order. For the avoidance of doubt, where an Order Form includes additional and more specific terms and conditions with respect to a concept addressed generally in other parts of the Agreement or, no conflict shall be deemed to exist.

19.2 **Relationship Between the Parties.** You understand and agree that by accepting this Agreement and using the Axis Technology, no legal partnership or agency relationship is created between You and Axis. You and Axis are independent contractors, and nothing in this Agreement shall be construed to (a) give either You or Axis the power to direct and control the day-to-day activities of the other, (b) constitute a joint venture, co-ownership or employment relationship, or (c) authorize either You or Axis to create or assume any obligation on behalf of the other for any purpose whatsoever.

- 19.3 **Consumers.** Axis acknowledges that the laws of certain jurisdictions provide legal rights to consumers (someone who uses the Axis Technology outside of his or her trade, business or profession) that may not be overridden by contract or waived by those consumers. If You are such a consumer, nothing in this Agreement limits any of those consumer rights.
- 19.4 **Assignment.** You may not assign Your rights or obligations hereunder without Axis' prior written consent except to an entity which acquires or succeeds to all or substantially all of Your business or assets, whether by merger, sale of assets, or otherwise, and which assumes and agrees in writing to be bound by all of Your obligations hereunder.
- Axis may assign the provision of the Axis Technology or any of its rights and obligations hereof, partly or in total, at any time.
- 19.5 **Entire Agreement; Amendments.** This Agreement constitute the entire agreement between You and Axis, and supersedes any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by You in relation to its purchase or use of the Axis Technology do not apply, do not override or form a part of this Agreement, and are void.
- We reserve the right to make changes to this Agreement at any time by posting a revised version of it on our website. The revised Agreement will become effective and apply to You from the date of its publication on the website.
- 19.6 **No Waiver.** A party's failure or delay to enforce a provision under this Agreement is not a waiver of its rights to do so later.
- 19.7 **Verification.** During the Use Term and for a period of 12 months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Axis Technology sufficient to verify compliance with this Agreement ("**Verification Records**"). Upon reasonable advance notice, and no more than once per 12-month period, You will, within 10 days from Axis' notice, allow Axis and its auditors access to the Verification Records and any applicable books, systems, equipment, and accounts during Your normal business hours. If You are not in material compliance with the terms of this Agreement, then notwithstanding any rights or remedies available to Axis in respect of such non-compliance, You shall reimburse Axis for the expenses incurred by Axis in conducting the audit.
- 19.8 **Publicity.** Except as explicitly permitted or required, by this Agreement, You may not use Axis' trade names, trademarks, logos, domain names or other distinctive brand features. You will not make any statement regarding Your use of the Axis Technology which suggests partnership with, sponsorship by, or endorsement by Axis without Axis' prior written approval.
- 19.9 **Sub-contractors.** Axis may delegate, subcontract or assign the performance of its obligations under this Agreement, to an Affiliate or a sub-contractor. However, Axis shall at all times and under all circumstances be responsible under this Agreement for any and all acts and omissions of such Affiliates or sub-contractors and Axis thus assumes full responsibility for its Affiliates or sub-contractors.

- 19.10 **Severability.** If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, the legality, validity or enforceability of the other provisions will not in any way be affected or impaired thereby and the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to its intention.
- 19.11 **Notices.** Any notice delivered by Axis to You under this Agreement will be delivered via email, regular mail or postings on axis.com. Notices to Axis should be sent to Axis Communications AB, att: assistant of the CEO, Gränden 1, 223 69 Lund, Sweden unless this Agreement, applicable Product Specific Terms or an order specifically allows other means of notice.
- 19.12 **Compliance.** Each party will comply with all applicable laws, statues and regulations, including (a) anti-corruption and anti-bribery related laws, statues and regulations, and (b) applicable sanctions, export and import control laws and regulations, such as the US Export Administration Regulations (including prohibited party lists issued by other federal governments), catch-all regulations and all national and international embargoes. Axis may restrict the availability of the Axis Technology in any particular location or modify or discontinue features to comply with applicable laws and regulations.
- Any violation of this Section 19.12 by You shall be determined at the reasonable discretion of Axis and serve as the basis for immediate termination of the relationship with You.
- 19.13 **Force Majeure.** Except for payment obligations, neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent that such default or delay arises, directly or indirectly, from causes beyond such party's reasonable control, including, but not limited to, fires, floods, earthquakes, pandemics, acts of God or public enemies, or acts, orders or decrees of governmental authorities, disruption or outage of communications, power or other utility or failure to perform by any supplier or other third party. In the event that the force majeure extends for a period of one (1) month, either party shall be entitled to cancel all or any part of this Agreement without any liability to the other party.

## 20 GOVERNING LAW AND DISPUTE RESOLUTION

- 20.1 The substantive laws of Sweden shall govern this Agreement.
- 20.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat and place of arbitration shall be Lund, Sweden. The language to be used in the arbitral proceedings shall be English, unless the parties agree otherwise. Nothing in this provision shall prevent the parties from seeking any injunctive or equitable relief by a court of competent jurisdiction. The parties undertake and agree that all arbitral proceedings will be kept strictly confidential. This confidentiality undertaking shall cover, *inter alia*, all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings.

Notwithstanding the foregoing, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other party in connection with the dispute, or if and to the limited extent obligated to do so pursuant to statute, regulation, a decision by an authority, a stock exchange agreement or similar.

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