



SERVICE TERMS FOR AXIS STORE REPORTER

1. SCOPE AND RELEVANT PARTIES

These service terms (these "Terms") govern your use of the Axis Store Reporter (the "Service") made available to you by Axis Communications AB ("Axis"). Please read these Terms carefully before purchasing and using the Service. By purchasing and/or using the Service, you agree to be legally bound by these Terms. If you don't agree to the Terms, you may not purchase or use the Service.

2. YOUR LEGAL STATUS AND CONTRACTING ENTITY

If you are an individual, you may only use the Service if you are of legal age in the jurisdiction in which you reside. If you are not an individual, but purchasing and/or using the Service on behalf of a legal entity, you warrant that you have full power and authority to purchase and/or use the Service on behalf of such legal entity including accepting on behalf of such entity to be bound to these Terms. The term "Customer" below will refer to you as an individual or the legal entity you are representing (as applicable).

3. DEFINITIONS

As used in these Terms:

"Calendar Year" means a one-year period which begins on 1 January and ends on 31 December.

"Data" means Customer's data submitted to the Service through Customer's use of the Service.

"Documentation" means the operating and installation instructions as well as the Service descriptions created by or for Axis and delivered to Customer by Axis or included in Service.

"Error" means a reproducible failure or defect, due to which the Service is not substantially functioning in the manner described in the Documentation.

"Results" means the analytics data produced by the Service utilizing the Data.

4. DELIVERY OF SERVICE

Axis makes the Service available to the Customer in accordance with these Terms and in accordance with applicable laws.

The Service is network dependent. The Service may not be available during an interruption in the relevant communications network, maintenance or Error correction breaks and other times.

Axis may decide to interrupt access to the Service and/or the use of Service for reasonable purposes, including without limitation the following:

- for installation, alteration or servicing measures;
- due to an Error, a reparation of a device failure, a data security risk or disturbances in the distribution of electricity;
- due to legal or a regulatory requirement or due to any suspected misuse of the Service or Customer's violation of these Terms; or
- due to Customer's failure to pay the license fees or renew the license as required.

Axis reserves the right, at its sole discretion, to make changes in the Service from time to time.

5. USER ACCOUNT

Customer needs a user account to be able to use the Service. Customer is responsible for ensuring that any end user authorized by Customer to use Customer's user accounts store and handle the relevant user names and passwords in confidence. Customer is liable for all use of the Service with Customer's user accounts and is responsible for ensuring that any end users authorized by Customer to use Customer's user accounts are aware of and comply with these Terms.

6. USE OF SERVICE

Customer is responsible for acquiring at its own cost the devices, connections and software that it needs for submitting Data to the Service and accessing the Service. Customer agrees to comply with all applicable laws as well as these Terms while using the Service. Subject to such compliance, Customer has a non-exclusive, non-transferrable and revocable right to (i) submit Data to the Service, (ii) access and use internally the Service and Results, and (iii) receive and use Documentation internally in order to support the above-mentioned submission of Data as well as access and use of the Service.

Customer may not purchase, use, or access the Service for the purpose of building a competitive product or service or for any other competitive purposes. Further, Customer may not misuse the Service by interfering with its normal operation, or attempting to access the Service using a method other than through the interfaces and instructions that Axis provide.

Customer has no right to reverse analyse, decompile or otherwise try to derive a source code from the Service, even if it were technically possible, or to create derivative works based on the Service.

Customer may not modify or in any other way amend the Service or the Documentation, even if these measures were technically possible.

Furthermore, Customer must not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

7. DATA PROVISIONS

Customer is liable for obtaining all necessary consents, permissions and licenses from all third parties, including without limitation from its end-users and customers, that may be required for Customer to have the legal right to submit Data to the Service and for enabling Axis and its subcontractors to transfer, store and otherwise process Data for the purpose of providing the Service to the Customer. Customer acknowledges and agrees that Data is processed by Axis and Axis' subcontractors.

Axis has the right to delete Data to the extent that it is obliged to do so pursuant to legislation or a regulatory provision, or whenever Axis has reasonable grounds to believe that any Data submitted to the Service violates these Terms.

For the avoidance of doubt, Axis is not responsible for making any backups of Data.

8. SUPPORT SERVICE

Customer may notify Errors to Axis by submitting a ticket to Axis Help Desk. Further information is available at: <https://www.axis.com/products/axis-store-reporter/support>

Upon request by Axis, Customer shall provide information to Axis detailing the way in which any reported Error manifests itself. Axis will take reasonable measures for correcting Errors (including by providing work-arounds) that prevent or materially restricts the use of the Service. Axis does not, however, guarantee that all Errors will be corrected or the time needed for the corrections. Axis has the right, in its discretion, to prioritize Errors according to their seriousness and effects.

9. IMMATERIAL RIGHTS AND LICENSES

Axis and its licensors retain all right, title and interest in the Service, Results and the Documentation as well as of their copies, alterations, translations and by-products.

Customer retains all right, title and interest in the Data, and submission of Data to the Service does not transfer any ownership rights to the Data to Axis. However, by submitting Data to the Service Customer grants Axis a

worldwide right to use said Data for the provision of the Service.

By submitting feedback to Axis regarding the Service, Customer grants Axis a worldwide right to use such feedback without limitations, for development of the Service.

10. CONFIDENTIALITY

Customer undertakes to (i) keep in strict confidence the Documentation and any other information provided by Axis or potentially made known to Customer in relation to the Service (including, for the avoidance of doubt, the structure, the user interface, and the underlying ideas of Service) ("Confidential Information"); (ii) refrain from disclosing Confidential Information to a third party and (iii) refrain from using or exploiting any of the Confidential Information except as permitted by these Terms.

11. NO WARRANTIES

Customer agrees that the use of the Service is at Customer's sole risk. While it is in Axis' interest to provide its customers with a great experience when using the Service, there are certain things Axis does not promise about them. Axis will try to keep the Service up, but it may be unavailable from time to time for various reasons. AXIS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM OR COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, THE SERVICE AND OTHER DOCUMENTATION OR MATERIAL PROVIDED BY AXIS AS AN ACTIVITY UNDERTAKEN UNDER THESE TERMS ARE PROVIDED TO CUSTOMER "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND WHATSOEVER INCLUDING BUT NOT LIMITED TO ANY PERFORMANCE WARRANTIES. AXIS DOES EXPLICITLY NOT REPRESENT OR WARRANT THAT: (I) THE SERVICE AND ANY RESULT WILL BE ACCURATE, RELIABLE, UNINTERRUPTED, SECURE OR ERROR-FREE; (II) ERRORS IN THE SERVICE WILL BE CORRECTED; OR (III) THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER'S SOLE REMEDY AGAINST AXIS FOR ANY DISSATISFACTION WITH THE SERVICE IS TERMINATING THE SUBSCRIPTION IN ACCORDANCE WITH THESE TERMS AND STOP USING THE SERVICES.

12. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL AXIS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OR THE USE OF THE SERVICE, EVEN IF 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 OF DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFIT, REVENUE OR PRODUCTION, INTEREST ON INVESTMENTS, COST OF CAPITAL, LOSS OF DATA OR SOFTWARE, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, EQUIPMENT OR SERVICES, DOWNTIME COSTS, CLAIMS OF CUSTOMERS, WORK

STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS.

IF, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AXIS IS FOUND TO BE LIABLE TO CUSTOMER FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS RELATED TO CUSTOMER'S USE OF THE SERVICE, THE AGGREGATE LIABILITY OF EACH OF AXIS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO AXIS FOR USE OF THE SERVICE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

13. TERMINATION OF THE SUBSCRIPTION FOR THE SERVICE

These Terms and the Customer's subscription for the Service will automatically terminate at the end of the Calendar Year. Axis may offer Customer to renew the subscription for an additional Calendar Year subject to Customer entering into a new agreement with Axis. Notwithstanding the foregoing, Axis may terminate the subscription for the Service with immediate effect by providing Customer with a written notice in case: (i) Customer substantially violates these Terms and fails to remedy its breach (if capable of remedy) within thirty (30) days of receipt of a written notice in respect thereof, or (ii) Customer suffers distress or execution or commits an act of bankruptcy or goes or is put into liquidation (otherwise than solely for the purpose of amalgamation or reconstruction) or if a receiver is appointed over any part of Customer's business or if an administration order is made in respect of Customer.

14. CONSEQUENCES OF TERMINATION

On termination of the subscription for the Service, Customer's right to submit Data to the Service and to use the Service will cease and Customer will no longer have access to the Service. Customer will return Documentation at its own cost, or if Axis so request, destroy the Documentation at its own cost and send Axis a written confirmation of it.

Axis will not save or store any Data after termination of the subscription for Service, unless required by law or a regulatory provision and at its discretion, provided it is stored or saved in a form that prevents identification of Customer.

The provisions that concern immaterial rights, confidentiality, limitation of liability as well as governing law and dispute resolution will remain in force also after the termination.

15. OTHER TERMS

15.1 Use of Subcontractors

Axis may use subcontractors for the operation and delivery of the Service. The use of subcontractors will not relieve Axis from any of its obligations set forth in these Terms.

15.2 Changes in these Terms

Axis reserves the right to modify these Terms at any time without prior notice. If these Terms are changed in a material way, Axis will provide a separate prior notice advising of such change. Such notice will be provided no later than fourteen (14) days before the modified Terms become in force. Customer's continued use of Service after the modification of these Terms will constitute Customer's consent to such modification.

16. GOVERNING LAW AND DISPUTE RESOLUTION

The substantive law of Sweden shall govern these Terms. Any dispute, controversy or claim arising out of or in connection with these Terms, 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 Section shall prevent the parties from seeking any injunctive or equitable relief by a court of competent jurisdiction.

Axis acknowledges that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If Customer are such a consumer, nothing in these Terms limits any of those consumer rights.