

AXIS GENERAL SOFTWARE LICENSE TERMS

These general software license terms ("**Axis General Software License Terms**") is a legal agreement between you (either an individual or an entity) as an end user of the Software (as defined below) and Axis Communications AB or its affiliates ("**Axis**"). "Software" means all software made available to you by Axis (the "**Software**"), and their upgrades, updates, bug fixes, error corrections, enhancements and other modifications to the Software and backup copies thereof. Software includes software that is embedded in any Axis Products (referred to herein as "**Axis Firmware**"). "Documentation" means any technical manuals, training materials, specifications or other documentation applicable to the Software and made available to you by Axis (the "**Documentation**").

In addition to the Axis General Software License Terms, "**Software Specific License Terms**" apply to most Software. These terms typically appear when you download, install, activate, access or use for the first time certain Software. Among other things, the Software Specific License Terms will tell you whether any extended or restricted licensing terms and conditions apply to your Software compared to the general license grant under Section 2.1 below and if the Software contains proprietary third party software and/or software that are subject to open source licenses which may be subject to notices and/or supplemental terms and conditions. Software Specific License Terms also apply for Software that is embedded in any Axis Products (referred to herein as "**Axis Firmware**"). Software Specific License Terms shall prevail in case of any conflict with Axis General Software License Terms.

These Axis General Software License Terms, together with any applicable Software Specific License Terms and any other supplemental license terms will govern all your use of the Software and are collectively referred to herein as the "**Agreement**").

1. ACCEPTANCE OF TERMS

By downloading, installing, activating, accessing or otherwise using the Software, you agree to be bound by the terms and conditions of the Agreement, as applicable. If you are executing the Agreement on behalf of an entity, you represent that you have authority to legally bind that entity. 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 must not download, install, access or use the Software.

2. GRANT OF LICENSE

Generally speaking, all Software is created specifically and solely for use with Axis network video products and other Axis devices ("**Axis Products**"). Unless any Software Specific License Terms (as defined above) state otherwise, the following applies:

Subject to the terms and conditions of the Agreement, you are hereby granted a non-exclusive, non-transferable, non-sub licensable limited right to download and install the Software in object code form in accordance with the Documentation, and use the Software for your internal use, with Axis Products only. You may install and use one (1) copy of the Software.

You may permit a third party to use the Software licensed to you under this Agreement if such use is solely (a) on your behalf, (b) for your internal operations and (c) in compliance with this Agreement. You agree that you are liable for any breach of this Agreement by that third party.

3. RESTRICTIONS AND RESPONSIBILITY FOR USE

Except as expressly authorized by the Agreement you may not (and you may not allow anyone else to):

- a) use (including make any copies of) the Software beyond the scope of the license granted herein;
- b) modify, translate, adapt or otherwise create derivative works or improvements of the Software or any part thereof;
- c) combine the Software, in whole or part, with any other applications, unless explicitly allowed according to any applicable Software Specific License Terms or Axis' written instructions;
- d) reverse engineer, decompile, disassemble or otherwise attempt to derive access to the source code of the Software, or any part thereof;
- e) remove, delete, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Software;
- f) publish the Software for others to copy;
- g) rent, lease, lend, publish or otherwise make available the Software, or any features or functionality of the Software, to any third party for any reason including on a time-sharing, service bureau, software as a service, or cloud basis;
- h) use the Software for, or in association with, the design, construction, maintenance or operation of any hazardous environments including safety-critical applications such as medical or life support systems or any police, fire or other safety response systems unless the Software is explicitly intended for such use and such use of the Software is specified in the applicable Documentation;
- i) use the Software in violation of any law, regulation or rule;
- j) use the Software for purposes of competitive analysis, the development of a competing product or service or any other purpose that is to Axis' commercial disadvantage; or
- k) transfer the Software or this Agreement to any third party (except that for Firmware and in the event that you sell or otherwise transfer the Axis Product to a third party, you may assign this Agreement to such third party provided that the third party agrees to accept such assignment subject to all terms and conditions of this Agreement).

4. UPDATES AND UPGRADES

This Agreement does not automatically entitle you to updates and upgrades of the Software. Axis may however, from time to time and at its sole option, provide patches, bug fixes, corrections, updates, upgrades, support and maintenance releases or other modifications to the Software, which items shall be deemed part of the Software and be subject to the terms and conditions of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Software and the Documentation contain copyright protected material, patented or patentable inventions, trade secrets and other proprietary

information and material of Axis and/or its licensor(s) and are protected by copyright laws, international copyright treaties and trade secret laws, as well as other intellectual property laws and treaties.

The Software and the Documentation are licensed, not sold to you, and it can only be used in accordance with the terms of this Agreement. You do not acquire any ownership interest in the Software or the Documentation under this Agreement, or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Axis and its licensors reserve and shall retain their entire right, title and interest in and to the Software and the Documentation 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 Software and the Documentation, except as expressly granted you in this Agreement. You shall safeguard the Software (including all copies thereof) and the Documentation 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 Software or the Documentation and agree to fully cooperate in any legal action to enforce such Intellectual Property Rights.

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.

6. CONSENT TO USE OF DATA

You acknowledge and agree that Axis may collect and process certain technical data relating, as applicable, to the installation and use of Software ("**System Data**"). Axis will use System Data for the purposes of facilitating the provision of updates and upgrades of the Software, support and other services to you with regard to the Software and further development of the Software, other software and other technologies. Axis will not collect or process personal data (*i.e.*, data that can be used to identify you) under this Section 6 unless you have expressly consented thereto, in which case Axis will provide you with further information regarding the use and processing of your personal data.

7. DISCLAIMER

EXCEPT FOR THE LIMITED SOFTWARE WARRANTY SET FORTH IN SECTION 9, THE SOFTWARE AND THE DOCUMENTATION 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 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 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 AND DOCUMENTATION, 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 SOFTWARE OR DOCUMENTATION 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. 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. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AXIS PARTIES 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. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, THE SALE, PURCHASE, DELIVERY AND USE OF THE SOFTWARE AND DOCUMENTATION, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO AXIS PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE OR DOCUMENTATION THAT IS THE SUBJECT OF THE CLAIM. IN NO EVENT WILL THE AXIS PARTIES BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE, DOCUMENTATION OR SERVICES.

THE LIMITATIONS SET FORTH IN THIS SECTION 9 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9. EXPORT REGULATION

The Software and Documentation may be subject to EU and US export control laws, including the US Export Administration Act and its associated regulations. You agree to abide by these laws. Under these laws the Software and the Documentation may not be sold, leased or transferred to embargoed countries, other restricted countries, restricted end-users or for

restricted end-uses. You specifically agree that the Software and the Documentation will not be used for activities related to weapons of mass destruction, including but not limited to, 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 Software, such as encryption or authentication, may be subject to import or export restrictions in the event that you transfer the Software from the country of delivery and you are responsible for complying with applicable restrictions.

10. 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.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This contract shall be governed by the substantive law of Sweden. 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 of arbitration shall be Lund, Sweden. The language to be used in the arbitral proceedings shall be English.

12. 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.

13. TERM AND 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. You may terminate this Agreement at any time by written notice to Axis. In the event of termination of this Agreement, all licenses granted hereunder will automatically terminate and you shall immediately cease all use of the Software and destroy all copies, full or partial, of the Software (or for Axis Firmware – disable or destroy the Axis Product in which the Axis Firmware is embedded).

14. CONSUMERS

We acknowledge that the laws of certain jurisdictions provide legal rights to consumers (someone who uses the Software 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.
