

MILESTONE SYSTEMS A/S
END USER LICENSE AGREEMENT
for BriefCam Software

THIS END USER LICENSE AGREEMENT (“**EULA**”) IS AN AGREEMENT BETWEEN YOU (“**LICENSEE**”) AND MILESTONE SYSTEMS A/S (“**MILESTONE**”) WHICH SETS FORTH THE TERMS OF THE LICENSE GRANTED BY MILESTONE TO LICENSEE AS TO THE SOFTWARE, AS DEFINED BELOW. THIS EULA PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. READ IT CAREFULLY BEFORE USING THE SOFTWARE. BY SELECTING THE "I AGREE / I ACCEPT" BUTTON AND/OR INSTALLING THE SOFTWARE YOU ARE CONFIRMING YOUR ACCEPTANCE OF THIS LICENSE TO USE THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE.

“**AI Act**” means the Artificial Intelligence Act (Regulation (EU) 2024/1689) on the use of artificial intelligence technology.

“**Documentation**” means the user manual and additional written materials (including online documentation) provided upon installation of the Software or thereafter, and as may be updated from time to time by MILESTONE by posting on the website portal at <https://www.briefcam.com/> or at MILESTONE’s website portal.

“**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“**Order Form**” a form issued by MILESTONE to Licensee upon the purchase of the Software which includes the specifications of the Software License purchased thereunder, including the Software version, the permitted uses under the purchased license, the number of permitted users and such other permissions and limitations on use as MILESTONE may impose.

“**Personal Data**” means any identifying or identifiable information relating to a natural person; identifying or identifiable information regarding a natural person is information that can identify such person, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Software**” shall include any software component related to the BriefCam product provided to LICENSEE or made available for use by LICENSEE by MILESTONE, any enhancements, translations, modifications, updates, releases, versions, Third Party Components, and other changes to such software programs, the Documentation, sample files, extension files, or other tools and utilities which are provided under this EULA.

.

“**Third Party Components**” means components of the Software, whether in the form of a runtime version or object code, provided by third party vendors to MILESTONE for inclusion as an embedded component of the Software object code or utilities.

LICENSE

Grant of License. Subject to the terms herein, MILESTONE grants LICENSEE a non-exclusive, non-transferable license to use the current object code version of the Software solely for the Permitted Use (as defined below), according to the instructions and authorization in the Order Form and the Documentation, and in strict compliance with this EULA.

License Fee. The license of the Software is conditional upon payment of the license fees in any Order Form or any other written agreement between the LICENSEE and any authorized MILESTONE reseller; or with MILESTONE, or in the absence of such Order Form or any other written agreement with MILESTONE - the license fees last published by MILESTONE (the “**License Fee**”). If for any reason the payment of the License Fee is invalidated, the license will immediately lapse and the LICENSEE will not be entitled to use the Software.

Trial Use. If this license is given as part of a trial use by the LICENSEE, it will expire immediately at the end of the trial period as that period is defined in any agreement between the LICENSEE and MILESTONE or any authorized MILESTONE distributor or reseller, or - in the absence of such agreement - on any Order Form and, if not so defined, one month after acceptance of the terms of this EULA.

Permitted Use. LICENSEE is permitted to use the Software solely as specifically permitted under the Order Form, the Documentation and this EULA. Notwithstanding the above, LICENSEE **may not**:

- Make any use prohibited by any applicable law or for any purpose prohibited by any applicable law.
- Create derivative works of the Software;
- Use the Software for general application development purposes;
- Use the Software for commercial time-sharing, rental, outsourcing, or service bureau use, or for training persons other than for its own employees and consultants;
- Use Third Party Components included in the Software as a separate, stand-alone product or as a component in a program other than the Software, unless a suitable license for the Third Party Component as integrated in such other program was purchased by the LICENSEE;
- Alter, maintain, enhance or otherwise modify the Software;
- Make any additional copies of the Software or the Documentation;
- Cause or permit, either through its direct efforts or through any third party, the disassembly, de-compilation, or reverse engineering of the Software;
- Attempt to create or permit others to attempt to create, by reverse compiling or disassembling or otherwise, any part of the source code of the Software from the object code or from other information made available to LICENSEE.

The restrictions on LICENSEE provided in this section shall be given the maximum effect permitted according to applicable law.

Licensee Responsible Use Undertaking. As the Software is intended to enable both private and

public sectors to derive actionable insights for data-driven safety, security, and operational decision making from their video content (“**Surveillance Technology**”) and as MILESTONE is committed to promoting certain principles with regards to the use of the Software regarding the Surveillance Technology entailed in it, including but not limited to: (i) protecting privacy; (ii) treating all people fairly; (iii) preventing abuses and unlawful discrimination; and (iv) promoting the ethical and responsible use of Surveillance Technology found in MILESTONE’s Software:

LICENSEE acknowledges that in accordance with the Software’s public safety benefits, LICENSEE undertakes to use the Software while upholding civil rights. LICENSEE further acknowledges that new laws and regulations will take time to evolve in the scope of the limited use of the Surveillance Technology, and therefore undertakes to develop internal guidelines and policies for the proper use of the Surveillance Technology included in the Software, including face recognition – regardless of whether such guidelines have been enacted in either applicable law or regulation. LICENSEE acknowledges that such guidelines shall be clear, transparent, and easy to understand and ensure the proper balance between privacy, data protection, and security through transparency and for the deployment and use of the Software and to protect the personal freedom of individuals and ensure the Software is utilized responsibly and ethically.

In order to ensure LICENSEE’s compliance with the commitments stated herein, LICENSEE agrees that MILESTONE may audit LICENSEE’s policies, processes, tools and records (but only those related to LICENSEE’s compliance with this section) including by way of visitation of LICENSEE’s facilities upon at least 7 business days’ notice at a date to be agreed by the parties but not more than once every twelve months. Notwithstanding the foregoing, LICENSEE agrees that an audit may be conducted at any time (including within less than twelve months following a prior audit), in the event of BREIFCAM’s reasonable belief that LICENSEE may have failed to comply with the commitments stated in this Section, provided that MILESTONE discloses the grounds for such belief.

Right to Audit. LICENSEE hereby agrees to make all reasonable efforts to cooperate with MILESTONE including by way of making available LICENSEE’s personnel and records applicable to such audit, provided that (A) LICENSEE’s shall not be required to disclose any information that (i) the disclosure of which would adversely affect the attorney-client privilege between LICENSEE and its counsel (including following consideration of whether a common interest agreement would be effective to preserve the attorney client privilege), or (ii) the disclosure of which is reasonably expected to create a conflict, or potential conflict, of interest, (B) any reasonable out-of-pocket expenses incurred by LICENSEE directly as part of such audit shall be reimbursed by MILESTONE, and (C) such audit shall be conducted during normal business hours and in a manner that does not interfere unreasonably with LICENSEE’s regular business operations.

Material Terms and Conditions. LICENSEE specifically agrees and acknowledges that, without affecting the materiality of any other provision of this EULA, each of the terms and conditions of this section are material and that failure of LICENSEE to comply with these terms and conditions shall constitute a breach and sufficient cause for MILESTONE to immediately terminate this EULA and the license granted under this EULA.

TITLE TO SOFTWARE AND PROPRIETARY RIGHTS

Ownership of Licensed Software. The Software and all copies thereof are proprietary to MILESTONE and title thereto is and remains vested with MILESTONE. All applicable rights to patents, copyrights, trademarks, trade secrets, moral rights and any other intellectual property right in and to the Software or any modifications or derivative works belong to and shall remain the sole property of MILESTONE. LICENSEE acknowledges that the license granted under this EULA: (i) does not provide LICENSEE with title to or ownership of the Software, including any enhancements, updates or other modifications to the Software, whether made by MILESTONE or any third party; and (ii) that the license granted under this EULA provides the LICENSEE only with a right of limited use under the terms and conditions of this EULA. All rights not expressly granted to LICENSEE are reserved and retained by MILESTONE or in the case of third party contributions to the Software, the title and rights to such contributions only are owned by the licensors.

Transfer to Third Party. LICENSEE may not sell, license, sublicense, publish, display, distribute, or otherwise transfer to any third party the Software or any copy thereof, in whole or in part.

Supplemental Software Components: LICENSEE acknowledges that any development of the Software or the Documentation (including all applicable rights to patents, copyrights, trade secrets, moral rights and any other intellectual property right) based on suggestions or requests for information by the LICENSEE will remain the property of MILESTONE, and the LICENSEE shall have no right or claim to such development other than to use such development as a LICENSEE subject to the terms of this EULA.

Use of Trademarks: MILESTONE's trademarks (including, without limitation, MILESTONE's and BriefCam's name and logo, and the Software's commercial name) may only be used to identify printed output produced by the Software. Such use of a trademark does not grant LICENSEE any rights of ownership in that trademark. In no event shall the LICENSEE remove MILESTONE's or BriefCam's logo, copyright or patent symbol or any other MILESTONE, BriefCam or third party proprietary markings or proprietary legends placed upon or contained within the Software or automatically affixed to its output.

Material Terms and Conditions. LICENSEE specifically agrees that, without affecting the materiality of any other provision of this EULA, each of the terms and conditions of this section are material and that failure of LICENSEE to comply with these terms and conditions shall constitute a breach and sufficient cause for MILESTONE to immediately terminate this EULA and the license granted under this EULA.

INFRINGEMENT OF THIRD PARTY RIGHTS

MILESTONE shall be liable for ensuring that the Software does not infringe any third party's intellectual property rights, however, in respect of patents, only (a) patents granted and published in the United States of America or the European Union on the date of your purchase, and (b) only if the Software is infringing as a standalone product when not used with any other product(s) or

technology. In the event of any action against you in which such infringement is alleged, you shall give MILESTONE prompt written notice thereof. MILESTONE shall thereafter assume the sole conduct of the case and all of its legal costs incidental to the case. MILESTONE shall have irrevocable power of attorney to conduct litigation on its own behalf or to negotiate for settlement of the alleged infringement with you as the user. Milestone shall be entitled, at MILESTONE 's discretion, to either obtain the continued right for you to use the Software or bring the infringement to an end by modifying or replacing the Software by another product which possesses substantially the same functionalities as the Software, or – if none of these remedies may be achieved at a reasonable cost for MILESTONE – to terminate this EULA with immediate effect. In the event of termination, you shall have no further claims, to include but not limited to any right of compensation or indemnity against MILESTONE.

THIRD PARTY COMPONENTS

The Software includes certain Third Party Components which have been licensed to MILESTONE or made available to the public according to certain terms and conditions (Third Party Licenses) as may be updated from time to time. Therefore, this EULA shall apply to Third Party Components only to the extent permitted by the respective Third Party Licenses. In any event of a conflict or contradiction between this EULA and the provisions of a Third Party License, the provisions of the respective Third Party License shall prevail over the provisions of this EULA with regard to the respective Third Party Component. A list of the Software's Third Party Components is annexed to this EULA and serves as an inseparable part of the EULA. It can also be found in the Server installation folder.

USE OF THE SOFTWARE

Performance. LICENSEE acknowledges that in order to achieve best results using the Software, the Software must be used solely as permitted under the Order form, the Documentation and hereunder. Any attempt to use the Software other than as permitted under the Order form, the Documentation and hereunder will be a breach of this EULA and may result in poor results.

Minimum Requirements. System requirements detailing the minimum software and hardware requirements for the proper installation and use of the Software are contained in the Documentation. LICENSEE warrants and represents that it has met the minimum software and hardware requirements.

LICENSEE REPRESENTATIONS

Restricted Uses. LICENSEE acknowledges that the Software, when used with certain equipment or other software, may enable LICENSEE to perform surveillance actions and personal data collection and processing, which may be restricted by or contrary to applicable law, including without limitation, privacy protection laws, artificial intelligence (“AI”) regulations and criminal law. The sole responsibility to verify that each and every use of the Software is made in full compliance with any applicable law including but not limited to the GDPR, AI Act and any other data protection, privacy and/or AI laws and regulations in LICENSEE's jurisdiction, lies with LICENSEE. Respectively, MILESTONE will not be responsible or liable to or be held accountable,

in any way, for any violation of any laws including, but not limited to, data protection, privacy or AI laws, by the LICENSEE while using the Software.

LICENSEE represents and confirms that (i) it shall examine the Software and shall continue to use it only if it has found the Software to be suitable for its purposes; (ii) it is aware that the Software collects and processes Personal Data, supplied to it by LICENSEE through any video source, including cameras, DVRs, NVRs or in any other manner, and that MILESTONE shall have no responsibility or liability in connection with the manner of which such Personal Data is collected and processed as input to the Software or by using the Software, its quality or its sufficiency nor shall have any independent access to any such collected and processed Personal Data and that MILESTONE shall have no responsibility or liability as to LICENSEE's rights and obligations under any applicable law to collect, process or use Personal Data, including, but not limited to the GDPR, AI regulations and any other laws relating to privacy and data protection; (iii) Licensee is aware that the use of the Software may result in extensive wear of equipment and hardware components used by LICENSEE (including its cameras/DVR/NVR) in conjunction with the Software; (iv) licensee is aware that the Software relies on the security measures employed by LICENSEE in its protection of the Personal Data stored on its systems and does not provide additional security protection to Personal Data processed by it and that LICENSEE maintains appropriate technical and organizational measures to protect Personal Data in accordance with the specific laws of LICENSEE's jurisdiction and the jurisdiction in the countries where LICENSEE uses the Software and (v) that due to the time required for the DVR/NVR to record data, there may be some latency between the present time and the processed data.

LICENSEE hereby irrevocably waives any claim for damages due to the use of the Software or due to any defect or malfunction resulting from or connected to the use of the Software, including damages related to or based upon:

- Limited functionality or non-functionality of the Software;
- Non-compatibility with LICENSEE's software or hardware systems or printers/press machines;
- Integration of the Software with any third party's products that are not up to date and/or are done by third parties, including but not limited to VMS providers;
- Fitness to any of LICENSEE's needs, operational requirements or particular use;
- Loss of data or business opportunities due to software failures or hardware or software conflicts;
- LICENSEE's legal obligations regarding collecting, storing and processing Personal Data including, but not limited to, data-breach, data-protection and LICENSEE's lawful basis to collect, store and process data by using the Software.
- The Documentation provided by MILESTONE or the Order Form.
- Any of the representations made by LICENSEE hereinabove.

CORRECTION OF ERRORS

A defect or error in the Software shall be deemed material only if it has effect on the functionality of the Software as a whole preventing its substantial operation as described in the Documentation. If you, within 90 (ninety) days after purchase of the Software, document that a material defect or error in the Software exists, Milestone shall, at its sole discretion, be obligated to use reasonable efforts to modify or replace the component of the Software with the material defect or error. The provisions of this paragraph constitute your sole remedies in the event of a defect or error in the Software and are conditioned upon (i) the use of the Software strictly in accordance with the Documentation and other instructions of BriefCam, (ii) the absence of any misuse or damage thereto, (iii) the absence of any alteration or modification thereto, (iv) the use of the Software in conjunction with appropriately configured hardware and appropriate operating system software, and (v) the combination of the Software with other hardware, software, or other systems not being the cause of the defect or error.

NO WARRANTY

EXCEPT AS MAY HAVE BEEN EXPLICITLY AGREED BETWEEN MILESTONE AND THE LICENSEE IN AN AGREEMENT SIGNED BY BOTH OF THEM (SUCH AGREEMENT WILL OVERRIDE THE PROVISIONS OF THIS SECTION), MILESTONE MAKES NO PROMISES OR REPRESENTATIONS AND EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE. ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OR ERROR-FREE OPERATIONS, CORRECTION OF ERRORS OR PERFORMANCE, ARE EXPRESSLY EXCLUDED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MILESTONE OR ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR DAMAGES OF ANY SORT ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR INABILITY TO USE, PERFORMANCE OF THE SOFTWARE, PROVISION OF OR FAILURE TO PROVIDE PROPER SUPPORT - WHETHER CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, COST OF COVER, LOSS OF REVENUE OR PROFIT OR COMMERCIAL LOSS OR LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OPPORTUNITIES OR ANY OTHER PECUNIARY LOSS, PRODUCT LIABILITY (EXCEPT FOR BODILY INJURY) OR DAMAGE TO OTHER SOFTWARE OR OTHER COMPUTERS OR COMPUTER MALFUNCTION OR DOWNTIME, IRRESPECTIVE OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, EVEN IF MILESTONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ABSENT ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, THE ENTIRE LIABILITY OF MILESTONE AND ITS SUPPLIERS UNDER THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS CLARIFIED

THAT MILESTONE SHALL HAVE NO LIABILITY FOR ANY DAMAGE AS A RESULT OF:

- ACCIDENT, MISUSE OR ABUSE OF THE SOFTWARE;
- SERVICE OR MODIFICATION MADE TO THE SOFTWARE BY ANYONE OTHER THAN MILESTONE;
- THE SOFTWARE BEING INSTALLED, IMPLEMENTED AND OPERATED OTHER THAN IN ACCORDANCE WITH ALL THE INSTRUCTIONS IN THE ORDER FORM OR DOCUMENTATION;
- LICENSEE'S FAILURE TO PROPERLY INSTALL ALL UPDATES MADE AVAILABLE WITH RESPECT TO THE SOFTWARE, AND UPDATES RECOMMENDED BY MILESTONE WITH RESPECT TO THIRD PARTY COMPONENTS (INCLUDING OPERATING SYSTEM SOFTWARE) THAT MATERIALLY AFFECT PERFORMANCE OF THE SOFTWARE;
- LICENSEE'S FAILURE TO PROPERLY MAINTAIN ALL ASSOCIATE EQUIPMENT, SOFTWARE AND ENVIRONMENTAL CONDITIONS IN ACCORDANCE WITH APPLICABLE SPECIFICATIONS AND INDUSTRY STANDARDS; AND
- LICENSEE'S FAILURE TO INTRODUCE OTHER EQUIPMENT OR SOFTWARE CREATING AN ADVERSE IMPACT ON THE SOFTWARE.
- LICENSEE'S LEGAL OBLIGATIONS REGARDING COLLECTING, STORING AND PROCESSING PERSONAL DATA WITH REGARD TO THIRD PARTIES IN ADDITION, BUT NOT LIMITED TO, DATA-BREACH, PROTECTION OF THE DATA COLLECTED, STORED AND PROCESSED BY LICENSEE ON THIRD PARTIES AND LICENSEE'S LAWFUL BASIS TO COLLECT, STORE AND PROCESS PERSONAL DATA BY USING THE SOFTWARE.

LICENSEE ACKNOWLEDGES THAT MILESTONE'S THIRD PARTY COMPONENT LICENSORS MAKE NO WARRANTIES TO THE LICENSEE UNDER THIS EULA.

THE LIMITATIONS OF WARRANTY AND OF LIABILITY DETAILED IN THIS EULA ALSO SHALL APPLY TO ANY USE BY THE LICENSEE OF THIRD PARTY COMPONENTS AND THE MILESTONE WEBSITE.

INDEMNITY TO MILESTONE FOR THIRD PARTY CLAIMS

LICENSEE shall indemnify and hold harmless MILESTONE against any and all claims made by any third party, including costs in connection with the defense thereof, related to, resulting from or arising out of the collecting, storing, using, processing, displaying or printing of any data by the Software or by using the Software.

TERMINATION

Term. This EULA and the license granted hereunder shall commence upon acceptance by the LICENSEE of this EULA and shall continue until terminated by either party in accordance with the provisions contained herein.

Termination by MILESTONE. In addition to the automatic expiry of the License and MILESTONE's termination rights pursuant to the provisions of sections "License", "Use of the Software" and "Title to Software" above and under law, MILESTONE shall have the right to terminate this EULA and the license granted herein, without any right for LICENSEE to claim damages, refunds or any compensation, upon the occurrence of any of the following events:

- LICENSEE (i) terminates or suspends its business; (ii) becomes insolvent or generally fails to pay, or admits in writing its inability to pay its debts as they become due; (iii) becomes subject to any bankruptcy or insolvency proceeding, or to direct control by a trustee, receiver or liquidator; or (iv) has wound up or liquidated, voluntarily or otherwise.
- LICENSEE fails to comply with this EULA terms and conditions and/or in order for MILESTONE to comply with applicable export control, sanctions and compliance requirements.

Actions Following Termination. Within seven (7) days after termination of this EULA, for whatever reason, LICENSEE shall return to MILESTONE the Software and the Documentation, and deliver to MILESTONE a certification, in writing signed by an officer of LICENSEE, that the Software and all copies thereof have been returned or destroyed, as requested by MILESTONE, and their use discontinued.

Termination for IP Violations. The foregoing notwithstanding, in the event MILESTONE exercises its right to terminate this EULA pursuant to sections "License" and "Title to Software" above, MILESTONE shall have the right to take immediate possession of the Software and the Documentation and all copies thereof wherever located, and the LICENSEE hereby irrevocably agrees to allow the entrance of MILESTONE's agents to the LICENSEE's premises for the purpose of taking possession of all copies of the Software and the Documentation, and not to interfere with such action.

Extraordinary regulatory suspension right. In case regulation is introduced (or is on its way in a finalized form), which includes new regulatory requirements affecting the Software or the scope of your prohibited use, MILESTONE may suspend your license right to the Software, whereas you immediately must cease using the Software. MILESTONE will try to make the suspension temporary by providing workarounds, restricting or adding certain features or new scope for your prohibited use, but if that is not possible for MILESTONE or will not sufficiently ensure regulatory compliance, MILESTONE may partly or fully terminate this EULA without any right for you to claim damages, refunds or any compensation or counter-terminate.

END USER DATA

General Data Protection Regulations. When purchasing licenses to the Software directly or through MILESTONE channel partners, the business information of LICENSEE must be provided and registered with MILESTONE. LICENSEE may also need to provide MILESTONE with

information on LICENSEE's contact persons in form of name, email, and phone number. MILESTONE reserves the right to collect LICENSEE's business information and contact data via MILESTONE channel partners, including as part of ordering and purchase process for Software. It is LICENSEE's responsibility to provide correct and up-to-date data, as well as to inform any relevant contact person(s) (e.g., the employees of the LICENSEE) of the collection and transfer of their data to MILESTONE, including if the data is collected via MILESTONE channel partners. The Software may not be purchased and, consequently, the license may not be granted to LICENSEE unless and until the required data is provided, including via MILESTONE channel partners as applicable, and MILESTONE is able to verify LICENSEE as the End-user and of the Software in accordance with the MILESTONE verification and screening policy. The purpose of gathering and maintaining such information is to enable MILESTONE to verify LICENSEE as the End-user and licensee of the Software, including for the purpose of compliance with applicable regulatory requirements, e.g., export control, and with MILESTONE's responsible technology principles, as well as to enable MILESTONE and its channel partners to enforce license management, carry out the MILESTONE partner programs and human rights due-diligence, receive feedback from LICENSEE about the Software and to provide maintenance and support for the Software.

MILESTONE is a data controller with respect to the personal data collected and used hereunder only. Milestone treats your personal data in accordance with our Privacy Policy (<https://www.milestonesys.com/privacy-policy/>).

THE SOFTWARE AND PERSONAL DATA

The Software is capable of processing video content through recognizing, extracting and indexing objects and individuals ("**Subjects**"), along with information about the type and attributes of Subjects as well as location and time parameters. Furthermore, the software can search for specified characteristics of Subjects and present a summary of the recurrences of such specified characteristics and expand any summarized item to present the full footage.

MILESTONE is not either a data controller or a data processor with regard to the bulk of the Personal Data processed by or generated by the Software. Data processed and generated by the Software is held with the LICENSEE and MILESTONE does not have control of this data, nor it collects, stores or process this data.

LICENSEE is the controller and/or processor of the Personal Data and will be the one determining the lawful basis to collect or process the Personal Data, in accordance with its sole discretion as well as to ensure compliance with the applicable legal provisions regarding privacy, AI and data protection.

By default, the Software deletes data within 30 days of its collection or storage by the LICENSEE. Bookmarked data will not be automatically deleted from the LICENSEE's data base, until LICENSEE actively deletes it. For more information regarding the Software's default data retention policy, please refer to the Documentation.

MILESTONE HAS NO CONTROL WHATSOEVER OVER THE MANNER OF WHICH, AND THE PURPOSE FOR WHICH, THE LICENSEE COLLECTS, STORES, PROCESSES AND

USES PERSONAL DATA THROUGH THE SOFTWARE. THE LICENSEE HAS EXCLUSIVE CONTROL AND DISCRETION OVER THOSE MATTERS. NOTWITHSTANDING THE SOFTWARE'S DEFAULT DATA RETENTION POLICY, LICENSEE HAS EXCLUSIVE DISCRETION TO ALTER THAT DEFAULT.

MISCELLANEOUS

Compliance with Laws. LICENSEE shall be responsible to ensure the compliance with government regulations and procedures in LICENSEE's jurisdiction, including, without limitation, any data protection, AI regulation and privacy regulations (including but not limited to the GDPR and the AI Act), and import regulations or related charges. Without derogating from the limitations on transfer contained herein, LICENSEE shall not ship, transfer or export into any country, or use, the Software in any manner prohibited by any applicable export laws, restrictions or regulations.

Export control. The scope of LICENSEE'S rights and the license granted under this EULA shall be subject to any applicable sanctions, export control regulations or other trade restrictive measures imposed by the United Nations, the United States of America, the United Kingdom, Denmark and/or the European Union. LICENSEE shall not use the Software nor exercise any license rights granted hereunder if such use is prohibited by, or subject to any applicable sanctions, export control regulations or other trade restrictive measures. MILESTONE shall not be obliged to license and provide the Software if it would be prohibited pursuant to applicable sanctions or export control laws or regulations. MILESTONE shall not be obligated to fulfill this EULA if such fulfillment is prevented by any restrictions and impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

Copenhagen Clause. MILESTONE is a signatory to the Copenhagen Letter, a technology declaration to aspire to open and honest public conversation about the power of technology and how technology should enhance the quality of life. We who shape technology must reflect on how technology affects human needs and behaviors, and how we further the responsible use of technology. MILESTONE encourages our partners not only to involve themselves in this important discussion on responsible use of technology, but to also sign the Copenhagen Letter at <https://www.milestonesys.com/company-news/milestone/csr/the-copenhagen-letter/> and adopt a corresponding Copenhagen Clause into their own agreements.

Prohibited Use. This EULA does not cover use of the Software for the purpose of, or in connection with, a violation of the human rights of any person as set out in the United Nations Universal Declaration of Human Rights. Any such use is prohibited and is a material breach of this EULA causing the whole EULA for the Software to lapse immediately without notice rendering any further use of the Software unlawful.

Entire Agreement; Amendment and Waiver. This EULA constitutes the full and entire understanding and agreement between the parties with regard to the subject matters hereof, supersedes all prior courses of dealings, proposals and negotiations between MILESTONE and LICENSEE and no representations, communications, negotiations or statements not expressed herein shall be binding upon MILESTONE. Any term of this EULA may be amended and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of the parties to this EULA. Should LICENSEE have signed any agreement with MILESTONE or with an affiliated corporation

of MILESTONE's prior to accepting the terms of this EULA or afterward, and should such agreement contain a term or terms which relate to substantially the same matter or matters as a term of this EULA, the term or terms of such agreement will apply and the relevant term or term(s) of this EULA will not apply in the relationship between LICENSEE and MILESTONE with regard to such matter or matters.

Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to MILESTONE upon any breach or default under this EULA shall be deemed a waiver of any other breach or default theretofore or thereafter occurring.

Severability. If any provision of this EULA is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this EULA and the remainder of this EULA shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this EULA shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

Successors and Assigns; Assignment. The terms and provisions of this EULA shall be binding upon and inure to the benefit of the parties to this EULA and to their respective heirs, successors, assigns and legal representatives, except that LICENSEE shall not assign, sub-license or otherwise transfer the Software or any rights, duties or obligations under this EULA to any person or entity without prior written consent of MILESTONE.

Governing Law. This EULA shall be construed in accordance with and governed for all purposes by the substantive laws of Denmark without regard to principles of conflicts of law. Any conventions regarding the international sale of goods or similar, including, without limitation, the United Nations Convention on Contracts for the International Sale of Goods, shall not apply to this EULA.

Jurisdiction. The City Court of Copenhagen, Denmark, shall have the sole and exclusive jurisdiction over any dispute between the parties hereto, and any claim by LICENSEE against MILESTONE's employees, ex-employees, officers, agents, or affiliates. LICENSEE hereby submits irrevocably to the jurisdiction of such venue. Notwithstanding the aforesaid, and without derogating from the effect thereof, MILESTONE may initiate proceedings against the LICENSEE in any other court of competent jurisdiction.