

AXIS STANDARD SOFTWARE LICENSE AGREEMENT

This is a legal agreement between you (either individual or an entity) and Axis Communications AB (hereinafter referred to as “Axis”). By installing the SOFTWARE, you are agreeing to be bound by the terms of this agreement.

AXIS SOFTWARE LICENSE

1. GRANT OF LICENSE.

- 1.1 Axis grants to you the right to use the SOFTWARE. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM or other storage device) of that computer.

2. COPYRIGHT.

- 2.1 The SOFTWARE is owned by Axis and/or its licensor(s), if any, and is protected by copyright laws and international treaty provisions. Therefore you must treat the SOFTWARE like any other copyrighted material (e.g. a book or a musical recording) except that you may either (a) make a copy of the SOFTWARE solely for backup or archival purposes or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup purposes.

3. OTHER RESTRICTIONS.

- 3.1 You may not rent, lease or sublicense the SOFTWARE but you may transfer SOFTWARE and accompanying written materials on a permanent basis provided that you retain no copies and the recipient agrees to the terms of this agreement. You may not reverse engineer, decompile, or disassemble the SOFTWARE. If the SOFTWARE is an update or has been updated, any transfer must include the most recent update and all previous versions.

4. THIRD PARTY SOFTWARE.

- 4.1 The SOFTWARE may contain third party software, which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located in the readme file or other product documentation. By accepting this license agreement, you are also accepting the additional terms and conditions, if any, set forth therein.

5. ADDITIONAL LICENSE RIGHTS – REDISTRIBUTABLE CODE AND SAMPLE CODE.

- 5.1 In addition to the rights granted in Section 1, certain parts of the SOFTWARE, i.e. SAMPLE CODE AND REDISTRIBUTABLE CODE (collectively the REDISTRIBUTABLES) as described in this Section 5, are provided to you with additional license rights. These additional license rights are conditioned upon your compliance with the distribution requirements and license restrictions described in Sections 5 and 6.
- 5.2 Deleted.
- 5.3 REDISTRIBUTABLE CODE is identified as AxAcDec.dll. Axis grants you a non-exclusive, non-assignable right to reproduce or distribute the REDISTRIBUTABLE CODE in object code form. For further applicable redistribution requirements, see Section 6 below.

6. REDISTRIBUTION REQUIREMENTS AND LICENSE RESTRICTIONS REGARDING REDISTRIBUTABLE CODE AND SAMPLE CODE.

- 6.1 If you redistribute the REDISTRIBUTABLES, you agree to (i) only distribute the REDISTRIBUTABLES, or portions thereof, as part of the product or application you develop by using the REDISTRIBUTABLES under the condition that the product or application adds significant and primary functionality to the REDISTRIBUTABLES, (ii) not to use Axis' name or trademark to market your product or application without written permission, (iii) not to remove or obscure any copyright, trademark or patent notices that appear on the SOFTWARE as delivered to you, (iv) assume the sole responsibility to your customers for any update or support obligations or other liability which may arise from the distribution of the REDISTRIBUTABLES, (v) not make any statement that your product is "certified" or that its performance is guaranteed by Axis, (vi) only distribute the REDISTRIBUTABLES subject to a license agreement that protects Axis' interests consistent with the terms contained in this Agreement, (vii) indemnify, hold harmless and defend Axis from and against any claims or lawsuits, including attorney's fees that arise or result from your distribution of the product or application, and (viii) otherwise comply with the terms of this Agreement

7. TERMINATION

- 7.1 This License is effective until terminated. Your rights under this License will terminate automatically without notice from Axis if you fail to comply

with any term(s) of this License. Upon the termination of this License, you shall cease all use of the SOFTWARE and destroy all copies, full or partial, of the SOFTWARE.

8. GOVERNING LAW

- 8.1 This agreement shall be deemed performed in and shall be construed by the laws of Sweden.

9. DISCLAIMER

- 9.1 THE SOFTWARE IS DELIVERED FREE OF CHARGE AND 'AS IS' WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU/THE USER. AXIS COMMUNICATIONS AB 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.
- 9.2 AXIS AND/OR ITS LICENSOR(S) SHALL NOT BE LIABLE FOR LOSS OF DATA, LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF USE, LOSS OF CONTRACTS OR FOR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INDIRECT LOSS WHATSOEVER IN RESPECT OF DELIVERY, USE OR DISPOSITION OF THE SOFTWARE.
- 9.3 AXIS TOTAL LIABILITY FOR ALL CLAIMS IN ACCORDANCE WITH THE DELIVERY AND USE OF THE SOFTWARE SHALL NOT EXCEED THE PRICE PAID FOR THE SOFTWARE.