

## Milestone Husky IVO Warranty and Support-Related Services Statement

Thank you for buying the Milestone Husky IVO Video Surveillance Appliances (“VSA”) (hereinafter “Husky IVO”). Husky IVO is an optimal video surveillance appliance for Milestone XProtect® VMS. The Husky IVO is powered by Dell Technologies and represents a configuration of standard Dell-branded computer hardware products tested together with Milestone XProtect® VMS. With the Husky IVO you can level up on convenience and efficiency in your day-to-day operations, i.e. save time on configuration, installation and setup, and you will benefit from the ability to choose and scale Milestone XProtect® VMS installations as needs evolve. By choosing Husky IVO you will also benefit from the Dell Technologies extensive global support team.

This Milestone Husky IVO Warranty and Support-Related Services Statement (hereinafter “Husky IVO Warranty”) is the complete and sole warranty terms offered by Milestone for your purchase of the Husky IVO from a Milestone Reseller Partner.

Because Dell Technologies is the manufacturer of Husky IVO, Milestone provides the warranties and support-related services that are covered by Dell Technologies. Consequently, this Husky IVO Warranty is based on the terms and requirements of Dell Technologies’ warranty to Milestone. Milestone will only provide support-related services under this Husky IVO Warranty as Dell Technologies sustains its warranty to Milestone. The Milestone XProtect® VMS is covered by Milestone End-User License Agreement for software.

### What is covered by this Husky IVO Warranty?

Milestone warrants Husky IVO conforms in all material respects to the then-current Husky IVO specifications (which are available [here](#)) when Husky IVO is shipped and will be free from material defects in materials and workmanship during the Warranty Period (as defined below). Milestone will inform you if a material defect is a “Qualified Incident” and is covered by the warranty and by the support-related services to remedy defects under this Husky IVO Warranty. Milestone will rely on Dell Technologies’ decision whether a material defect is considered a Qualified Incident.

This Husky IVO Warranty does not cover:

- × Software and/or repairs necessitated by software, including the operating system. Software delivered with the Husky IVO is subject to the license agreement(s) shipped with the software; the Milestone XProtect® Video Management Software is covered by the Milestone EULA.
- × Problems that result, directly or indirectly, from:
  - External causes such as accident, abuse, misuse, neglect, problems with electrical power, or acts of God.

- Servicing, including alteration or repair, not authorized by Milestone or its authorized representatives.
- Usage that is not in accordance with then-current Husky IVO specifications, including if the Husky IVO is not used in accordance with the intended purpose and environmental conditions.
- Caused by accessories, added parts or components not supplied by Milestone (third-party products).
- × Husky IVO in which have been installed products or components that have not been provided by Milestone.
- × Husky IVO for which Milestone has not received full payment.
- × Non-warranted defects, including normal wear and tear, damage or defects in Husky IVO which are purely cosmetic and do not affect device functionality.
- × Defects which have not been reported in due time under this Husky IVO Warranty, cf. the notice provision in “How long does this Husky IVO Warranty last?”
- × Consumable items, such as batteries and LED lights, may differ from this Husky IVO Warranty.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY FOR THE HUSKY IVO PROVIDED IN THE SECTION “WHAT IS COVERED BY THE HUSKY IVO WARRANTY”, AND TO THE EXTENT OF APPLICABLE LAWS, MILESTONE DISCLAIMS ALL OTHER WARRANTIES AND LIABILITIES CF. SECTION “DISCLAIMERS AND LIMITATION OF LIABILITY”.

### How long does this Husky IVO Warranty last?

Husky IVO comes with 5-year limited hardware warranty (hereinafter referred to as “Warranty Period”). The Warranty Period starts the date when Milestone ships the unit based on the purchase order from the Milestone Distributor and is subject to the following notice requirements:

**NOTICE REQUIREMENT FOR VISIBLE DEFECT ON RECEIPT:** Upon receipt, you must inspect your HUSKY IVO for any visible defects to maintain your warranty for visible material defects under this Agreement. Notice of visible material defects must be provided immediately to your Milestone Reseller.

**NOTICE REQUIREMENT FOR OTHER MATERIAL DEFECTS:** If you discover a material defect in Husky IVO, you must notify the Milestone Reseller without undue delay, after you became, or ought to be become aware of, the defect. If you fail to do so, you may at Milestone’s discretion, lose your warranty and the support-related services.

Please be aware that if Milestone repairs or replaces a warranted Husky IVO or any part of it, the Warranty Period is not extended for your Husky IVO or any of repaired/replaced parts but will continue for the remaining Warranty Period.

### What to do if you need to invoke the Husky IVO Warranty?

Any warranty claim shall be raised to the Milestone Reseller from whom you purchased Husky IVO.

Each Husky IVO is tagged with a serial number, i.e. the *Service Tag*. Please refer to the Service Tag on your Husky IVO when contacting the Milestone Reseller and Milestone Support.

### What will Milestone do?

The Husky IVO Warranty is supported by **the support-related services** in form of *troubleshooting and diagnosis*, as well as onsite support service. Based on such *support-related services*, Milestone will determine how to remedy a material defect under this Husky IVO Warranty.

Milestone has engaged Dell Technologies and its extensive global support team of authorized Service Technicians to perform the support-related services, meaning you are provided with Dell Technologies' support, knowledge and expertise.

The support-related services will be delivered to the customer site where your Husky IVO is located conditioned upon you have complied with the requirement to inform the Milestone Reseller about the location of the Husky IVO. Please be aware that the support-related services, or certain features of the services, are not available at all locations.

If a support-related service has been scheduled, any changes to the schedule may be subject to a rescheduling fee. Rescheduling of the service must be agreed upon at least 8 days prior to commencement of such service.

Dell Technologies and the Service Technicians are suppliers to Milestone while they are not a contractual party to you under this Husky IVO Warranty. You agree that Milestone will receive reports provided by the Service Technicians delivering support-related services to you.

When requesting support-related services, you must grant Milestone and/or the Service Technicians, remote or physical, access to the Husky IVO, the data located thereon, and all hardware and software components included therein. If you do not grant such access, Milestone may, at its sole discretion, refuse to provide support-related services.

If any personal data is inadvertently collected during the support-related services, it will be treated in accordance with the Milestone's and Dell Technologies' privacy policies, respectively. Please visit [www.milestonesys.com/privacy-policy](http://www.milestonesys.com/privacy-policy) and [www.Dell.com/Privacy](http://www.Dell.com/Privacy) to review Milestone's and Dell Technologies' full privacy policy.

### **Troubleshooting and diagnosis**

As a part of the problem assessment, Milestone may require you to engage in a remote diagnosis session to help determine the cause of your issue. Remote diagnosis session may require that your Husky IVO is connected to the Internet and may also include use of diagnostic tools as Milestone and/or the Service Technicians deem necessary, such as Integrated Dell Remote Access Controller (iDRAC), Dell Support Assistant or Secure Remote Service (SRS). Remote diagnostic may involve customer access to the inside of Husky IVO and multiple or extended sessions.

*Onsite* diagnosis services may be offered as an optional upgrade for an additional fee, which may be needed if, for instance, Husky IVO does not have access to the Internet.

### **Onsite support service**

If Milestone and/or Dell Technologies determines that the issue is the result of a defect in materials or workmanship, and the issue is not able to be resolved remotely, Milestone may, at its sole discretion, determine that the Qualified Incident requires on-site support. In such case a Service Technician will visit the site where you have informed the Milestone Reseller that your Husky IVO is located.

Dell Technologies will provide onsite support service on a best effort basis. You can find the countries where onsite support services can be provided [here](#) or via a QR code inside the Husky IVO box.

Next business day onsite support service may be delayed if the terms for this Dell Technologies service cannot be met. For instance, if a request is made and it is decided to be a Qualified Incident after local business hours and/or if Husky IVO is located in another time zone than where you are calling from.

The onsite support service is always conditioned upon you, or your authorized representative, being at the location when the Service Technician arrives, otherwise the Service Technician cannot service your Husky IVO, and you may be charged a fee for a follow-up support service.

If you have specific security requirement(s) for the Service Technician entering your site, it may affect the ability to provide you with next business day onsite support. You may make a special request for Service Technicians to commit to your security and/or clearance procedures etc. beforehand, subject to an additional fee and separate terms.

Please be aware if you have located and/or moved your Husky IVO into a country where Dell Technologies does not provide next business day onsite support and/or other additional services purchased by you such as "Keep Your Hard Drive", you will not be eligible for such services.

MILESTONE MAY REFUSE TO PROVIDE SUPPORT-RELATED SERVICES IF, IN MILESTONE'S OPINION, PROVIDING THE SERVICES CREATES AN UNREASONABLE RISK TO MILESTONE OR THE SERVICE TECHNICIANS, OR IF ANY REQUESTED SERVICE IS BEYOND THE SCOPE OF THIS HUSKY IVO WARRANTY. MILESTONE IS NOT LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO ANY CAUSE NOT CONTROLLED BY MILESTONE, INCLUDING YOUR FAILURE TO COMPLY WITH YOUR OBLIGATIONS UNDER THIS HUSKY IVO WARRANTY. SUPPORT-RELATED SERVICES EXTEND ONLY TO USES FOR WHICH THE SUPPORTED HUSKY IVO WAS DESIGNED.

### **Sole Remedies for Defects**

Milestone as supported by Dell Technologies has the right to decide whether to repair or replace a defective component or whole Husky IVO unit or to provide a reasonable depreciated refund. Based on Dell Technologies' decision, Milestone reserves the right to send you a new component or a whole unit replacement for you to perform installation of the new part. Milestone may perform installation of replacement parts when providing onsite support service.

If a part that is needed to repair Husky IVO is not available from

a stock facility near your location and must be transferred from another facility, it will be shipped using overnight delivery.

In cases where service parts are shipped to you, you must be able to accept shipment at the location of Husky IVO informed to the Milestone Reseller. Milestone will not be held liable for delays, including delays due to your failure or refusal to accept shipment of parts.

Dell Technologies on behalf of Milestone uses new and refurbished parts made by various manufacturers in performing warranty repairs. Refurbished parts are parts that have been returned, some of which were never used by a customer. All parts are inspected and tested for quality.

Milestone owns all parts removed from the repaired Husky IVO, in case of a replacement of the defective component, and/or the whole Husky IVO unit if replaced. You are required to return the defective part or whole unit to Milestone, as specified in the *'Important information about returning component or whole Husky IVO unit to Milestone'* section below.

**Important Information on Data Backup and Removing Confidential Data**

Before any troubleshooting and diagnosis, as well as onsite support and/or delivery of a part or a whole unit replacement, make sure to back up the data on the storage drive(s) and any other storage device(s) in the Husky IVO. You are responsible for removing any confidential, proprietary or personal information and removable media such as storage drives. You are responsible and Milestone will have no liability for:

- any of your confidential, proprietary or personal information;
- lost or corrupted data, programs or software;
- damaged or lost removable media;
- data or voice charges incurred as a result of failing to remove all sim cards or other removable media inside supported products that are returned to Milestone;
- the loss of use of a system or network; and/or
- for any acts or omissions, including negligence, by Dell Technologies or a third-party service provider.

Milestone will not be responsible for the restoration or reinstallation of any programs or data.

**Are there any requirements which you must comply with?**

In order to enable Milestone to carry out its support-related services, you need to comply with the terms of this Husky IVO Warranty, including with your following responsibilities at your expense:

- ✓ Provide Milestone and the Service Technicians with free, full, safe and prompt access to Husky IVO;
- ✓ Inform the Milestone Reseller of the location for the Husky IVO;
- ✓ In case of Husky IVO relocation to another country you must inform Milestone Support and be in compliance with your obligations as set out in the section below on "Export Control". Also make sure that you have requested the Milestone Reseller for the Service Tag transfer to the permanent address of your Husky IVO. You may also contact

Milestone Support for such Service Tag transfer;

- ✓ Where possible, provide a technically competent person, including applicable subject matter expert(s), with knowledge of the system as well as system administration responsibilities and appropriate system/information access privileges. Such person will be present throughout the repair and will actively assist in troubleshooting;
- ✓ Ensure Husky IVO is in an easily accessible location with adequate space, health and safety conditions, including ample working space and electricity;
- ✓ Provide systems and networks (including, without limitation, Internet, remote systems and network connectivity/access) and telecommunication facilities that are reasonably required by Milestone for the performance of its obligations, including for testing, diagnostic and remedial purposes;
- ✓ Maintain Software and Serviced Releases. You will maintain software and Husky IVO at Milestone-specified minimum release levels or configurations. You must also ensure installation of remedial replacement parts, patches, updates or subsequent releases as directed by Milestone in order to keep Husky IVO eligible for this support-related service.
- ✓ Keep full security copies of any software and data in accordance with best computing practice;
- ✓ Return the component or whole Husky IVO unit if it has been replaced; and
- ✓ Any other actions that Milestone may reasonably request in order to best perform the support-related service.

You are responsible for recovering and/or reinstalling your application software after support-related service has been provided by Milestone.

**Cancellation**

Milestone may cancel an agreed support-related service at any time during the Warranty Period for any of the following reasons:

- You fail to pay any due amount to Milestone in accordance with the invoice terms;
- You are abusive, threatening, or refuse to cooperate with the assisting analyst or on-site technician; or
- You fail to abide by all of the terms and conditions set forth in this Husky IVO Warranty.

If Milestone cancels any support-related service, Milestone will send you written notice of cancellation at the address indicated to Milestone. The notice will include the reason for cancellation and the effective date of cancellation. If Milestone cancels the service pursuant to this paragraph, you shall not be entitled to any refund of fees paid or due to Milestone if agreed for the service.

**Important information about returning component or whole Husky IVO unit to Milestone**

If Milestone delivers the replacement part to you, including the whole unit replacement, you must relinquish the defective component or whole unit to the Service Technician visiting your site for the purpose of onsite support. When returning a Husky IVO or part thereof, you will only include the Husky IVO or part which has been requested by the Service Technician.

In the event the replacement part or unit was not delivered in

person by the Service Technician, you are required immediately to return the faulty part to Dell Technologies using the packaging the replacement part was sent in, in which packaging there will be a return label with the shipment address and a pre-paid courier is then arranged. All parts removed from Husky IVO or the replaced whole unit become the property of Milestone, unless you have purchased “Keep Your Hard Drive” for the affected Husky IVO, in which case you may retain the respective hard drive(s).

If you do not relinquish the defective part or unit to Milestone as required, or if the defective part/unit is not returned within 8 (eight) days in accordance with written instructions provided with the replacement part/unit or handed over to the Service Technician, you agree to pay Milestone for the replacement part/unit upon receipt of invoice. If you fail to pay such invoice within 8 (eight) days after receipt, this shall be deemed a breach of this Husky IVO Warranty, and Milestone may in addition to any other legal rights and remedies available to Milestone, reasonably elect to terminate this Husky IVO Warranty.

#### Important Notice Relating to Third Party Product

If you purchase from a non-authorized Milestone Reseller, Milestone cannot guarantee the authenticity of the Husky IVO, neither provide any warranties, nor service or support.

This Husky IVO Warranty will be voided by Milestone if you install or use in Husky IVO any parts that was not provided by Milestone and such parts, at Milestone’s reasonable determination, may be the cause of a defect.

Further, the support-related services under this Husky IVO Warranty may require Milestone to access hardware or software that is not manufactured by Dell Technologies or Milestone. Some manufacturers’ warranties may become void if Milestone or anyone else other than the manufacturer works on such hardware or software. You will ensure that Milestone’s performance of services under this Husky IVO Warranty will not affect such warranties or, if it does, that the effect will be acceptable to you. Milestone does not take responsibility for third party warranties or for any effect that the services may have on those warranties.

#### DISCLAIMERS AND LIMITATION OF LIABILITY

MILESTONE’S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO, AT MILESTONE’S OPTION, TO REPAIR OR REPLACE A PART OR A WHOLE UNIT OF HUSKY IVO THAT DO NOT CONFORM TO THE HUSKY IVO WARRANTY, OR TO PROVIDE A REASONABLE DEPRECIATED REFUND.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR HUSKY IVO AND TO THE EXTENT PERMITTED BY LAW, THIS HUSKY IVO WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. MILESTONE DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES RELATING TO (1) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; (2) PERFORMANCE, SUITABILITY, OR NONINFRINGEMENT; (3) ANY THIRD-PARTY PRODUCT OR SOFTWARE; (4) THE RESULTS TO BE OBTAINED FROM HUSKY IVO OR

SOFTWARE; AND (5) WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, MILESTONE LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND AT MILESTONE’S OPTION, THE REMEDIES STATED ABOVE. MILESTONE EXPRESSLY DISCLAIMS ALL WARRANTIES, REMEDIES AND CONDITIONS NOT STATED IN THIS HUSKY IVO WARRANTY.

MILESTONE MAKES NO WARRANTIES THAT THE HUSKY IVO IS SUITABLE FOR ANY HIGH-RISK APPLICATIONS: The Husky IVO is not tested nor certified for use in high-risk applications that are defined at Milestone’s sole discretion, including, but not limited to, the operation of nuclear facilities, aircraft navigation, air traffic control, emergency communications systems, medical systems, life support machine, or any other application where the failure or malfunction of the product can reasonably be expected to result in death, personal injury, severe property damage or severe environmental harm. Milestone shall not have any liability for any damages resulting from or related to the failure of and/or use of the Husky IVO in any high risk applications.

MILESTONE DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS HUSKY IVO WARRANTY.

MILESTONE ASSUMES PRODUCT LIABILITY ONLY TO THE EXTENT THAT THE PRODUCT LIABILITY MAY NOT BE CONTRACTUALLY WAIVED BUT DISCLAIMS PRODUCT LIABILITY ON ANY OTHER BASIS.

FOR ANY LIABILITY, MILESTONE DOES NOT ACCEPT LIABILITY, FOR PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR HUSKY IVO NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. MILESTONE DOES NOT WARRANT THAT THE OPERATION OF ANY HUSKY IVO WILL BE UNINTERRUPTED OR ERROR FREE. MILESTONE’S LIABILITY WILL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE MAXIMIZED TO THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH MILESTONE IS RESPONSIBLE.

As between Milestone and you, you are responsible for the design and implementation of configurations, systems and networks suitable for the risks involved in the end-user applications and operating environments.

If any person or entity engaged by Milestone to deliver the services under this Husky IVO warranty is unescorted by you, you agree, subject to applicable law, to release Milestone and its representatives from any liability for any claims by you, other than claims for that person’s reckless acts or acts deliberately intended to cause harm to you or the site. You will indemnify Milestone and its representatives for claims by any third party related to the performance of the services described in this Husky IVO warranty, other than reckless acts or acts deliberately intended to cause harm to you or the site by that person or entity engaged by Milestone, that are filed against Milestone in connection with services performed during a period of unescorted access to your site.

#### Export control

If you sell, ship or otherwise transfer the Husky IVO and corresponding documentation to a third party, you shall comply with all applicable national and international (re-)export control regulations, sanctions and embargos, including of the European Union, of the United Nations and of the United States of America.

Any use or transfer in violation of the foregoing limitations and restrictions is strictly prohibited. Prior to any transfer of Husky IVO to a third party you shall check and guarantee by appropriate

measures that 1) such transfer is not intended for use in connection with (re-)armaments, nuclear technology or any kinds of weapons, if, and to the extent, such use is subject to prohibition or authorization, unless required authorization is provided; and 2) that the regulations of all applicable *Sanctioned Party Lists* of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are complied with.

You shall indemnify and hold Milestone harmless from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to your noncompliance with export control regulations, sanctions and embargos, and you shall compensate Milestone for all losses and expenses resulting thereof.

Milestone shall not be obligated to fulfill this Husky IVO Warranty if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements, any embargos or other sanctions.

#### Environmental requirements and WEEE Directive

Milestone has organized through Milestone's Distributors/Resellers the take-back and recycling/disposal of Husky IVO.

#### Transfer of Husky IVO Warranty

If you sell, ship or otherwise transfer the Husky IVO, this Husky IVO Warranty will not automatically follow such hardware product. You may contact Milestone Support in order for Milestone to decide whether this Husky IVO Warranty can also be transferred together with the Husky IVO and if so the terms for such transfer, including support-related services available in the new location. Milestone may transfer all rights and obligations under this this Husky IVO Warranty to an affiliate or in connection with the sale of a major part or all of the assets of Milestone.

#### Governing Law and Venue

This Husky IVO Warranty shall be governed, interpreted, and construed in accordance with the laws of Denmark, without giving effect to its choice of law rules. You and Milestone hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

Any dispute between the you and Milestone arising out of or in connection with this Husky IVO Warranty, including any question regarding the existence, validity or termination or any subsequent amendments to this Husky IVO Warranty, shall be finally settled under the laws of Denmark before the City Courts of Copenhagen, Denmark, which shall have exclusive jurisdiction for any and all disputes arising out of or in relation to this Husky IVO Warranty.

#### Force Majeure

Milestone shall not be liable for any failure to perform any of its obligations under this Husky IVO Warranty during any period in which such performance is delayed by acts of God, fire, flood, war, embargo, strike, riot, industry-wide shortages, the intervention of any governmental authority, or any circumstances beyond its control ("Force Majeure"). Milestone's time for performance will be excused for the duration of the Force Majeure.

#### 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 [www.copenhagenletter.org](http://www.copenhagenletter.org) and adopt a corresponding Copenhagen Clause into their own agreements.

#### No Waiver

Failure or delay by Milestone in exercising any right under this Husky IVO Warranty shall not constitute a waiver of that right.

#### Severability

If a court of competent jurisdiction or other competent authority finds any provision to be unlawful and/or unenforceable, the provision shall be enforced to the fullest extent permissible and, otherwise, modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this this Husky IVO Warranty shall remain in full force and effect.

#### Third party rights

This Husky IVO Warranty is for the benefit of Milestone and you and are not intended to benefit or be enforceable by any third party.

#### Changes to this Husky IVO Warrant

Milestone may change the availability and/or the terms of this Milestone IVO Warranty, at its discretion, but any changes will not be retroactive.

#### Entire Warranty Terms

This Husky IVO Warranty constitute the complete and entire warranty terms offered by Milestone for your purchase of the Husky IVO.

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Effective date: June 15, 2021