

Milestone Marketplace™ for Partners

Agreement on Terms of Use

Welcome to Milestone Marketplace. This Agreement on Terms of Use (“Terms of Use”) located at www.milestonesys.com/my-milestone/marketplace. applies to Milestone Marketplace, which is the property of Milestone Systems A/S (“Milestone”).

Milestone Marketplace is an online platform offered to our Partners to present applications and hardware which interoperate or integrate with Milestone VMS, and present services for integration and installation. Here, You can upload and promote verified products and demonstrate how they interact with other solutions in our Milestone Community, and You can present Your expertise in performing integration services. To become a Milestone Partner (“Partner”) and upload content to Milestone Marketplace, You must have a current Technology Partner Agreement with Milestone or be a Milestone Authorized Reseller.

You must give Your acceptance and agree to these Terms of Use by clicking the check box before entering Your “Dashboard”. On such Dashboard You create Your “Published Pages” for Milestone Marketplace, see details in Clause 1 hereof; if You do not agree, You cannot participate and upload content to Milestone Marketplace. If You engage in Milestone Marketplace on behalf of a company or other legal entity, You represent that You have the authority to bind such entity to these Terms of Use, in which case the term “You” shall refer to such entity. If You do not have such authority, You cannot accept these Terms of Use and may not participate and upload content to Milestone Marketplace as a Partner.

Milestone may update, change and/or modify these Terms of Use and our policies from time to time, at our sole discretion. If we make changes to the Terms of Use, Milestone will publish a 30-day notice on Milestone Marketplace directed to our Partners, to provide You the opportunity to review the changes before they become effective. If You object to any changes, You may terminate Your subscription by contacting Milestone Systems through our Marketplace Support page, see details in Clause 11.2. hereof. Your continued use of Milestone Marketplace means that You accept the updated Terms of Use.

Copyright notice

Milestone Marketplace™ and the content provided on or through the site are the intellectual property and copyrighted works of either Milestone, our Partners (including You), or third-parties. All rights, title, and interest, that are not expressly granted to You, are reserved. This means that You may only have intellectual property rights to the content which You as a Partner make available on Milestone Marketplace.

Disclaimer of Milestone Liability

Milestone Marketplace offers You access to our Milestone Community and as a Partner, You will be able to reach out to and be contacted by Milestone's other community partners or by third parties ("Visitors"). This includes other Partners that offer applications and hardware which interoperate or integrate with Milestone VMS, and our Partners who offer integration and installations as a service, as well as you will be visible to customers across a wide range of industries and geographic regions. You may enter into contracts with such other parties for products and services, and You may also exchange data with such parties. Any contract efforts and exchange of data will be made in Your name and at Your risk. Milestone does not warrant our Partners' services or products (applications and hardware), whether or not the products are designated by Milestone as "verified" or otherwise designated. If a product is "verified" by Milestone, this shall mean that Milestone has reviewed the application or hardware documentation for the specific use case and the test environment described by the Technology Partner, and at the date of verification and based on this documentation, to the best of our knowledge, the product is compatible with the Milestone XProtect version applied.

1. Your Dashboard and My Milestone Account

1.1 When you join Milestone Marketplace, You will gain access to Your own Dashboard to present and visualize Your applications, hardware, or services on Your own Published Pages, and You may add new pages, edit current pages, see user reviews and reply to them, and see feedback from the Visitors. The content You upload or otherwise provide to Milestone Marketplace through Your Dashboard is displayed on Your Published Pages at Milestone Marketplace. You will find instructions at our Marketplace Support page . These Terms of Use will apply to the content that You upload on Milestone Marketplace.

1.2 You need to be a current Milestone Technology Partner and/or Milestone Authorized Reseller to participate. To gain access to Your Dashboard on Milestone Marketplace, You need to (i) use your current My Milestone account or create a My Milestone account at www.milestonesys.com/login-page/create-profile/, and (ii) for Technology Partners, You must obtain a Milestone Verification for the application and hardware You want to display. On Milestone Marketplace, You can define personal user rights for your employees or peers ("Your Users") and identify administrators and editors who can edit and upload Information on Your Dashboard.

1.3 You are solely responsible for all activities that occur using Your password(s) or account(s), or as a result of Your access to Your Dashboard at Milestone Marketplace. You agree to notify Milestone immediately upon knowledge of any use of Your password(s) or account(s) that You did not authorize or that is not authorized by these Terms of Use.

1.4 You retain all rights, title, or interest in or to Your data, name and logo, images, and other material ("Partner Data") as uploaded or posted using Your Dashboard. By accepting these Terms of Use, You also accept the limited rights provided to Milestone herein for administering and marketing Milestone Marketplace.

1.5 You accept that Milestone, as the website-provider, will have access to your Dashboard and Milestone will have right to remove Your content, cf. Clause 2.4. hereof, and Milestone may apply data provided by the Visitors of Your Published Pages, including data collected through cookies, for surveys and analytical services provided to You under these Terms of Use and Your subscription plan, cf. Clause 5.4. and Clause 6.1. hereof. Milestone will also make security scans of uploads using protective malware and URL scanners such as VirusTotal or comparable programs hereto to analyses suspicious files and URL addresses, and Milestone will make backup copies to secure Your Partner Data on Your Dashboard and provide other hosting activities, cf. Licenses, Clause 7; Milestone will store and delete personal data according to our retention policy found at www.milestonesys.com/privacy-policy, but please note that Milestone will not administer Your Dashboard nor create lists of Visitors.

1.6 Milestone Marketplace is a Community and You accept that Milestone will create links between Your and other Partners' Published Pages. For Visitors and Partners to get the best experience at Milestone Marketplace, links to related products and services will be included on Your Published Pages as well as there will be links to Your Published Pages on the website which presents other Partners' products and services. The Link may be in form of a "Card", which is a preview of Your Published Page, which will include Your company name and logo. You also give Milestone permission to link to and use Your Cards for the general pages in Milestone Marketplace, including for search functions and other partner presentations on Milestone Marketplace.

2. Milestone's Responsibilities and Rights

2.1 Milestone Marketplace will be available to You pursuant to these Terms of Use.

2.2 Milestone will use commercially reasonable efforts to make Milestone Marketplace available 24 hours a day, 7 days a week, except for (a) planned downtime of which Milestone shall give at least 8 hours of notice on Milestone Marketplace or (b) any unavailability caused by circumstances beyond Milestone's reasonable control, including but not limited to Internet service provider failures or delays.

2.3 Milestone will make support available for use of the Dashboard and Milestone Marketplace. You can contact us via our Marketplace Support page or use chat support through Your Dashboard.

2.4 Milestone will provide Milestone Marketplace in accordance with applicable laws and governmental regulations. Due to the large amount of content that is published, it is impossible for Milestone to monitor all activities, and Milestone cannot control and is not responsible for the content that You, as a Marketplace user, provide. You acknowledge that Milestone, as a website-provider, has not pre-approved user content and that we have the right, without further justification, to remove any content that is published on Milestone Marketplace. Upon a written notification provided to You, Milestone will remove

content which we determine, at our sole discretion, is in conflict with applicable laws, government regulations, third-party rights, or opposes to Milestone policies for compliant behavior as defined in Clause 3 and by Milestone from time to time. This includes but is not limited to our rights to make:

(i) Rejection of Dashboard content before publication: Milestone may in our sole discretion reject any content produced by You before You publish it on Milestone Marketplace;

(ii) Disabling of Published Pages or their specific content after publication: If Milestone determines in its sole discretion that Your content violates these Terms of Use, or if Milestone receives a notice or a claim alleging that any such content violates or infringes any laws or third-party rights, Milestone may disable the Published Pages or specific content herein and, if remediable give notice on reactivation conditional upon Your submitting a new content acceptable to Milestone.

3. Your Responsibilities

3.1 Principles: You can only display Information on Milestone Marketplace and Your Published Pages which You have a legitimate right to display and disseminate, and You are informed that postings, including uploads, on Your Published Pages will become publicly available. You are responsible for ensuring that Your postings are in accordance with applicable laws, including that the content of Your postings and data uploaded and displayed by You do not infringe third-party rights, such as but not limited to copyrighted text, images, trademarks, and logos as well as name protections. You accept to be a Partner in Milestone's Community and to treat all other Partners and Visitors at Milestone Marketplace with courtesy and respect. You may not use Milestone Marketplace to discuss or conclude agreements with other Partners which may be anticipated or aimed to restrain the market or have other anti-competitive effects.

3.2 Responsibilities: You accept (i) to be responsible for Your content on Your Published Pages and for the accuracy, quality, integrity, legality, reliability, and appropriateness of all content and data submitted to or published by You and Your Users, or on websites created by You which are linked to from Your Published Pages, (ii) to be solely responsible for the means by which You acquired Your data, (iii) to be solely responsible to ensure that third party's consent or license (including end-users/customers to be displayed) is granted to You before using, uploading and displaying such third party's name, materials, trademark, or logo on Your Published Pages, (iv) to be responsible for Your Users' compliance with these Terms of Use, (v) to use commercially-reasonable efforts to prevent unauthorized access to or use of Your Dashboard, and to notify Milestone promptly of any such unauthorized access or use, and (vi) to use the Dashboard only in accordance with these Terms of Use, Milestone's information guides and in compliance with applicable laws and government regulations including, but not limited to, export regulations.

3.3 Restrictions on Access, Storage, Uploads, and Transmissions: You are obligated to not (i) make the Dashboard available to any person or entity other than Your Users and Milestone, (ii) store or transmit infringing, misappropriating, libelous, or otherwise unlawful or tortious material, or to store, or transmit material in violation of third-party's rights, including privacy, or confidentiality rights, (iii) unlawfully collect personal information about others, (iv) use the Dashboard to store or transmit malicious code, (v) interfere with or disrupt the integrity, functionalities, or performance of Milestone Marketplace or third-party data contained therein, including users' reviews, or (vi) attempt through Milestone Marketplace to gain unauthorized access to Milestone's system or network or to other Partners' Dashboards or related systems, software, or networks or to otherwise pursue, disrupt or disturb other Partners, (vii) upload irrelevant content, repeat such uploading or otherwise degrade or strain Milestone Marketplace's infrastructure with unreasonable or disproportionately large amounts of data, (viii) upload, link to or install software that contains viruses or other computer code, files or programs designed to interrupt, destroy or limit the use of other software and hardware, or (ix) use automated methods, including scripts, spiders, robots, crawlers, data mining tools, or similar software to download data from or upload data to Milestone Marketplace

3.4 Restrictions on Displays and Illegal Activities: You agree that You shall not, on Milestone Marketplace, (i) display libelous or otherwise unlawful or tortious material, or other material in violation of other persons' or entities' privacy, or confidentiality rights, (ii) display misleading or false information, including, but not limited to, displaying information in an unclear, unintelligible or unambiguous manner, or information that is taken out of context, or otherwise in violation of the applicable marketing and pricing laws, (iii) display material that infringes or misappropriates third-party rights, including patent, trademark, logo, trade secret, copyright or any other intellectual property rights or otherwise use third party material which You do not have legal or contractual permission to publish or use (iv) display or perform solicitations and other acts which are illegal under applicable marketing laws, or make illegal advertising or solicitation to Visitors of Milestone Marketplace, including to contact those Visitors, who have not given their consent to be contacted or to receive e-mails about services, products or commercial interests or links to commercial services or web sites, (v) display material which constitutes or contains links which refer users to junk mail, spam, chain letters, pyramid schemes or the like; (vi) display other forms of advertising of illegal services or products that are forbidden by law to sell or which are untrue, deceptive and/or fraudulent, or are an attempt under false pretenses to lure readers into other websites.

3.5 Restrictions on Harmful Material: You agree not to offer, display, transmit or otherwise make available on Milestone Marketplace (i) material promoting gambling; (ii) material that is pornographic, obscene, lewd, indecent, or vulgar; (iii) material that is threatening, harassing, libelous, hateful, objectionable, unlawful, tortious, harmful to children, invasive of another's privacy or violative of third-party privacy rights, (iv) material that offends, demeans, or intimidates individuals or groups of individuals based on their religion, gender, sexual orientation, race, ethnicity, age or disability; or (v) material promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals.

3.6 Duty to Inform Milestone: You are responsible and under a duty of loyalty to report to Milestone if you learn of any unlawful or unethical material or activity on Milestone Marketplace, or of any material or activity that breaches the policies made known to You under these Terms of Use.

4. Third-Party Web Based Applications

4.1 You are informed that Milestone Marketplace makes use of online, web-based applications and offline software products that are provided by third parties (“Third-Party Web Based Applications”) such as Google Analytics 360, LiveAgent, Episerver Find and Salesforce, including Pardot, which interoperate with Milestone Marketplace and are applied by Milestone to make the website and other services available through Milestone Marketplace. Milestone may, at its own discretion and from time to time, add new Third-Party Web Based Applications or cease to apply Third-Party Web Based Applications or specific features hereof without entitling You to any compensation. More information on suppliers of Third-Party Web Based Applications, can be found at www.milestonesys.com. Here you will also find information of analytics and cookies applied in Milestone Marketplace, including the cookie policy.

4.2 You acknowledge and agree that Milestone may allow providers of Third-Party Web Based Applications as data processors to access Your Dashboard and Your Partner Data if required for the interoperation of such Third-Party Web Based Applications with Milestone Marketplace and for Milestone’s delivery of services to You under these Terms of Use and Your subscription plan, cf. Clause 6.1. hereof.

4.3 Third-Party Web Based Applications may contain additional features which do not interoperate with Milestone Marketplace under Milestone’s license. You may not implement Third-Party Web Based Applications into Your Dashboard without prior written approval of Milestone. If added by permission, You may need to obtain license rights for use of the Third-Party Web Based Application, and You will be solely responsible for ensuring appropriate protection of and access to Your data, including personal data subject to the data protection laws and regulations, as a result of the Third-Party Web Based Application provider’s access to Your Partner Data. Any exchange of Partner Data between You and a Third-Party Web Based Application provider for Your use of its services or products, is the responsibility of You. Milestone shall not be responsible for any disclosure, modification, or deletion of Your Partner Data, or for breach of applicable data protection laws and regulations resulting from any access for Third-Party Web Based Application providers made available by You.

5. Customer Visits and Requests

5.1 Your Published Pages include a Contact Form enabling Visitors to contact You directly from Milestone Marketplace referred to as “Get in Touch”. Requests on Contact Forms will, in an encrypted format, be forwarded automatically to Your mailbox as You have defined on Your Dashboard. You are required to respond to requests received by Contact Forms, and You are obliged to indicate Your response time on the Contact Form which cannot exceed 4 working days.

5.2 Our subscription plans may offer You data on Visitors’ downloads, and, thereby, Your Published Pages may require a Visitor to use a Download Form prior to downloading documentation uploaded by You.

5.3 On the Contact Form and Download Form, the Visitor is asked to provide contact information that is deemed Personal Data as defined under the EU regulation 2016/679 on General Data Protection Regulation. You are obliged to treat the request and the Personal Data provided via those forms in

compliance with the applicable personal data regulations and marketing laws when You are receiving and using the Personal Data to respond to the request, or for marketing, promotional, and analytical purposes. On Your Dashboard, You must upload or link to Your data privacy policy if You are required to have such policy under applicable laws.

5.4 Milestone will use the data from the Contact Forms and Download Forms for our own surveys on response time to Visitors, and to provide analytical and statistical services to You. The data will be obtained in accordance with Milestone Privacy Policy and Cookie Policy. Milestone is a data controller of Visitors contact data on Milestone Marketplace and, therefore, Milestone will include a link to the Milestone Privacy Policy on Contact Forms and Download Forms.

5.5 You acknowledge that, for purpose of Milestone Marketplace and these Terms of Use, You and Milestone shall each be deemed a “Controller” of its own data as set out and defined in Article 4 of the EU regulation 2016/679 on General Data Protection Regulation applicable to Milestone Marketplace. You and Milestone shall each determine the purpose for which, and the way in which, Personal Data is processed to fulfill the purpose of Milestone Marketplace and Your Published Pages as a contact forum, and Milestone and You accept:

(a) to comply with all relevant and applicable data protection and privacy laws and regulations in force from time to time; and

(b) to maintain appropriate technical and organizational measures for the protection of the security, confidentiality and integrity of Personal Data; and

(c) to implement safeguards before transferring Personal Data from data controllers in the EU/EEA to data controllers established outside the EU/EEA in countries not deemed by the European Commission as providing an adequate level of protection for personal data, and to enter into a data transfer agreement applying EU’s standard contractual clauses for transfer of Personal Data from the EU to third countries (controller to controller transfers, or controller to processor transfers, as applicable).

5.5. When You or Visitors provide personal data to Milestone (name, address, email etc.) either through My Milestone account (for Partners) or through the Contact Form or Download Form, it will be entered into the Salesforce and Pardot systems which Milestone applies as our contracted processor systems, cf. Third-Party Web Based Applications, Clause 4.1. You have access to manage and update Your data on Your My Milestone account. Milestone will handle and use Your and Visitors Personal Data as stated in our Privacy Policy, <https://www.milestonesys.com/privacy-policy/>, and these Terms of Use.

6. Subscriptions, Fees, and Payment Terms

6.1 By accepting these Terms of Use You undertake to choose and accept one of the subscription plans offered by Milestone (subscription plans may also be referred to as membership plans in our communication to the Partners). Milestone Marketplace is offered to Partners with a free subscription plan. Milestone may also offer You our paid subscription plans for Milestone Marketplace which provide You with additional features and services, including special ranking conditions. Please find our subscription plans and fees on our support pages. Upon a 30-day prior notice published on Milestone Marketplace, Milestone reserves the right to change our subscription model and/or pricing policies at any time in our

sole discretion, however, price changes will not apply to prepaid periods, cf. Clause 6.3. If You object to any changes, You may terminate Your subscription by contacting Milestone Systems through our Marketplace Support page, see details in Clause 11.2. hereof.

6.2 When You gain access to Your Dashboard on Milestone Marketplace, You will choose a 12 months subscription plan and, if subject to fee, it will be conditioned upon prepayment of the fee, cf. Clause 6.3. Your chosen subscription plan will continue and be automatically renewed for another 12 months period if You do not change to another subscription plan or terminate the subscription and, thereby, these Term of Use. For as long as Your subscription remains active, You will benefit from the features and services specified in relation to Your subscription plan. Milestone will, one month prior to the annual payment term, provide You with a notice and give You the option to change Your subscription plan. You may also upgrade Your subscription plan during the subscription period on Your Dashboard.

6.3 Your subscription will be valid and binding until terminated. For paid subscription plans, Milestone will invoice a fee to be prepaid on an annual basis covering the 12-month period. Payment terms are 30 days net. Payment obligations are non-cancelable. You accept that invoices are duly delivered if sent to the e-mail address of the registered administrator (admin) designated by You through Your My Milestone account. Overdue amounts will be charged an interest rate of 1% per month or the maximum rate permitted by law, from the date such payment was due until the date paid.

6.4 You may, at any time during the subscription period, terminate Your subscription as specified in Clause 11.2. of these Terms of Use, so it is not automatically renewed after the 12 months subscription period, and Your participation in Milestone Marketplace will be terminated from the effective date of termination designated by You. In the case that You terminate Your subscription, You are not eligible for reimbursement for paid subscription fees. Notwithstanding the above, if You terminate Your subscription due to material changes of these Terms of Use, or if Milestone cancels any services You have paid for, and if You are not in breach of these Terms of Use, Milestone will refund You a pro-rata amount of Your fee for the remaining term of Your subscription period for the Services.

7. Intellectual Property Rights and Licenses

7.1 Subject to the limited rights expressly granted hereunder, Milestone reserves all rights, title, and interest in and to the website Milestone Marketplace and the underlying software, including all copyrights, trademarks, and other related intellectual property rights. You are informed that Milestone Marketplace publishes content subject to third parties' rights and Milestone's rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2 Milestone grants to You a limited, non-transferable, non-exclusive license to use the Dashboard in Milestone Marketplace, subject to these Terms of Use and solely for the purpose stated herein. All rights to the content posted and uploaded by You as Partner on Your Published Pages remain vested with You by ownership or license from third parties.

7.3 You authorize Milestone to host, access, transmit, display, market, use, scan for security, and create back-up copies of Your Partner Data as displayed and/or uploaded via Your Dashboard at Milestone Marketplace, solely as necessary for Milestone to run Milestone Marketplace and to perform the services to You and Visitors of Milestone Marketplace in accordance with these Terms of Use. You also accept

Milestone's rights as stated in these Terms of Use to ensure compliance with Milestone policies for Milestone Marketplace and for Milestone to provide services ordered by You under our subscription plans, cf. Clause 1.5.

7.4 You hereby grant to Milestone a non-exclusive, worldwide, royalty-free, unconditional, and revocable license to use, copy, upload, display, publish, transmit and otherwise make available on Milestone Marketplace, in whole or in part, Your Partner Data as uploaded and posted on Your Published Pages, and for Milestone to insert, refer and link to such content, in whole or in part, on Milestone Marketplace, including as described in Clause 1.6. Milestone is provided a license to display and show Milestone Marketplace and its content, including Your Partner Data as viewed on Your Published Pages, including logo and trademarks, and as Cards, at event, tradeshow, and for other marketing and promotional purposes. Upon termination of Your subscription plan, this license terminates and Your Partner Data will be handled according to Clause 11.6.

7.5 If Partners want to refer to You on their Published Page, as a customer or collaborative partner or the like, You accept to receive invitations from Partners for Your decision, solely, as whether to be uploaded as a supplier, partner, or for collaboration with such Partners. The agreement shall be made between You and other Partners independently of Milestone. However, if information about You on Milestone Marketplace, including on other Partners' Published Pages, is inaccurate or is not accepted by You, please contact Milestone via the Support Page.

7.6 In order for You to upload on Milestone Marketplace a third party's trademark or logo, You are required to obtain a written permission from that third party which shall be provided to Milestone as a condition for display of such trademark or logo on Your Published Pages and uploaded documents. For display of other information on Your customers, end-users, and other third party references, You must confirm in the designated space when providing such information via Your Dashboard that a written consent to be on Milestone Marketplace has been granted to You by such third party.

7.7 You hereby grant to Milestone a royalty-free, worldwide, transferable, unconditional, irrevocable, perpetual license to use or incorporate into Milestone Marketplace any suggestions, enhancement requests, recommendations or other feedback provided by You and Your Users relating to the features, functionality or operation of Milestone Marketplace.

7.8. Milestone Marketplace™ is a registered trademark of Milestone. Subject to Your acceptance and full compliance with these Terms of Use, Milestone grants to You a non-exclusive, worldwide, royalty-free, and revocable license to use Milestone Marketplace™ solely as a reference to market and promote Your applications, hardware or services as presented at Milestone Marketplace. For clarification purposes, You are allowed only to inform that Your products or services are on Milestone Marketplace and You must include the link to Milestone Marketplace. Milestone may provide further written instructions and guidelines, including under the partner programs, which You must comply to, as well as these programs provide restrictions for use of the term "Milestone Verified". You shall not make any other use of Milestone Marketplace™ unless expressly agreed to in advance in writing by Milestone. The words "Milestone Marketplace" shall be used together and in the designated sequence, and You shall use the TM symbol after each use or referral to Milestone Marketplace.

7.9 Reservation of Rights:

You and Your Users shall not modify, copy, republish, mirror, reverse engineer or create derivative works based on the Milestone Marketplace or its underlying software or in any way do or authorize any third

party to do any act which would misappropriate, infringe or otherwise by unlawful means invalidate any intellectual property rights in the material etc. displayed by Milestone and/or other Partners on Milestone Marketplace.

7.10 Competitive Products and Services:

It is the purpose of Milestone Marketplace to expand knowledge and development of products and services in the Milestone Community. Therefore, all Partners must, in order to participate in Milestone Marketplace, accept, without reservation as mutually accepted by all Partners as follows: Subject to the respective rights and obligations under these Terms of Use, Milestone acknowledges and accepts that You may develop and make available products and services that are similar to or otherwise compete with products and services that are displayed on Milestone Marketplace, and You acknowledge and accept that Milestone and/or our other Partners may develop and make available products and services that are similar to or otherwise compete with Your products and services as displayed on Milestone Marketplace.

8. Warranties and Disclaimers

8.1 Milestone warrants that we own or otherwise have sufficient rights to grant You and Your Users the rights to use Milestone Marketplace as stated in these Terms of Use. Subject hereto, and to the greatest extent permitted by applicable law, Milestone excludes all representations and warranties relating to and for the use of Milestone Marketplace. Milestone provides Milestone Marketplace solely as a marketing and communication forum offered for our Milestone Community, customers and Visitors. You are informed that on Milestone Marketplace content shown is displayed by Milestone and our Partners, and that all documents, software, and any other materials and information submitted on Milestone Marketplace are provided on an "AS IS" basis.

8.2 You accept to be responsible, under applicable laws, for any and all display, upload, storage and transmission of Your Partner Data provided via Your Dashboard on Milestone Marketplace, and You warrant that you will comply with Milestone's policies for use of the Dashboard and other terms in these Terms of Use. You warrant that Your Partner Data does not infringe any third party's rights, and that You have acquired licenses necessary if Your Partner Data includes third party trademarks, logos, other property or rights, as well as You have obtained third party consent or license if You display them at Milestone Marketplace.

8.3 You warrant that software which You may upload and make available for Visitors is secured using protective malware and URL scanners not less protective than VirusTotal or comparable programs hereto to analyse suspicious files and URL addresses in order to detect viruses, worms, trojan horses and other forms of malware. You warrant that You will comply with these Terms of Use when uploading or otherwise providing Your Partner Data and other material on Milestone Marketplace.

8.4 Except as expressly provided in this Clause 8, neither party to these Terms of Use nor Milestone's other Partners make any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a specific purpose to the maximum extent permitted by applicable law. None of the parties warrant or assume any liabilities in connection with the other party's actions, anticipated or taken, with respect to Visitors to the Milestone Marketplace website.

9. Indemnifications

9.1 Milestone shall defend You against any claim, demand, suit, penalty or proceeding made or brought against You by a third party alleging that the use of Milestone Marketplace as permitted under these Terms of Use infringes or misappropriates the intellectual property rights of a third party (to the extent such infringement or misappropriation do not arise from or in combination with Your Partner Data, or applications or other materials used or offered by You on Milestone Marketplace) and Milestone shall indemnify You for any damages finally awarded against You, and for reasonable attorney's fees incurred by You in connection with any such claim, provided, that You (i) promptly notify Milestone in writing of the claim being made or brought against you; (ii) grant Milestone sole control of the defense and settlement of the claim (provided that Milestone may not settle any claim unless the settlement unconditionally releases You of all liability); and (iii) provide reasonable collaboration and assistance in the defense, at Your expense (exclusive of attorney's fee).

Milestone has the option, at our own costs and at our discretion, to (i) secure the rights of use for Your benefit sufficient for the purpose of these Terms of Use, (ii) replace or modify the infringing parts to continue using Milestone Marketplace (iii) terminate the subscriptions and refund any prepaid, unused fees applicable to the remaining portion of the subscription period following the effective date of termination. This Clause 9.1 states Milestone's entire liability and Your exclusive remedy for any type of claim described in this Clause 9.1.

9.2 You shall defend Milestone against any claim, demand, suit, penalty, or proceeding made or brought against Milestone by a third party alleging that Your Partner Data, or applications or other materials used or offered by You on Milestone Marketplace, including Your upload of third party references, information, logos etc., infringe or misappropriate the intellectual property rights of a third party or violate applicable laws (to the extent such infringement, misappropriation or violation do not arise solely from Milestone Marketplace as made available to You by Milestone), and You shall indemnify Milestone for any damages finally awarded against Milestone, and for reasonable attorney's fees incurred by Milestone in connection with any such claim; provided, that Milestone (i) promptly notify You in writing of the claim being made or brought against Milestone; (ii) grant You sole control of the defense and settlement of the claim (provided that You may not settle any claim unless the settlement unconditionally releases Milestone of all liability); and (iii) provide reasonable collaboration and assistance in the defense, at Milestone's expense (exclusive of attorney's fees). Upon receipt of the written notice of a third-party infringement claim, You shall remove the content from Your Published Pages via the Dashboard, and You may replace it with Your Partner Data which is not included under or in other ways subject to third party claims of infringement. The foregoing states Your entire liability and Milestone's exclusive remedy for any type of claim of loss or damages described in this Clause 9.2, while Milestone shall not be limited in its rights as stated in Clause 2.4.

9.3 You shall defend Milestone against any claim, demand, suit, or proceeding made or brought against Milestone by a third party for endorsements, appreciations, reliance, warranties or the like (unless expressly provided by Milestone in a written agreement to such third party) in respect to Your Partner Data on Your Dashboard, or Your products, services, applications or other materials offered by You through Milestone Marketplace, and You shall indemnify Milestone for any damages finally awarded against Milestone, and for reasonable attorney's fees incurred by Milestone in connection with any such claim;

provided, that Milestone (i) promptly notify You in writing of the claim being made or brought against Milestone; (ii) grant You sole control of the defense and settlement of the claim (provided that You may not settle any claim unless the settlement unconditionally releases Milestone of all liability); and (iii) provide reasonable collaboration and assistance in the defense, at Milestone's expense (exclusive of attorney's fees). The foregoing states Your sole liability and Milestone's exclusive remedy for any type of claim for loss or damages described in this Clause 9.3, while Milestone shall not be limited in its rights as stated in Clause 2.4.

10. Liabilities and Limitations on Liabilities

10.1 Subject to the indemnifications, disclaimers, exclusions, and limitations on liabilities stated in these Terms of Use, Milestone shall be liable under the principles of Danish laws.

10.2 Exclusion of Liability: Milestone shall not be liable for any damages or loss arising out of Your access to or use of Milestone Marketplace, nor arising out of any Visitor's reliance on Your Partner Data on Your Published Pages. Milestone shall not be liable for any disclosure, modification, or deletion of Your Partner Data. Milestone is not responsible for and assumes no liability for damages or viruses or other malicious codes or tools that may infect Your systems or other property caused by Your access to or use of Milestone Marketplace. The same applies to Your downloading of any text, images, materials, data, video or sound from Milestone Marketplace.

10.3 Exclusion of Consequential and Indirect Damages and Losses: In no event shall Milestone have any liability to You for any lost profits or revenue or for any indirect, special, incidental, consequential, cover or punitive damages including, but not limited to, loss of profit, time, goodwill, data or damage to records of data, or loss as a consequence of any kind of business interruption arising out of Milestone Marketplace or any inadequate or faulty performance hereof, whether in contract, tort, or under any other theory of liability, and whether or not Milestone has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable laws.

10.4 Limitation of Liability: Subject to the indemnification in Clause 9.1, in no event shall Milestone's liability arising out of or related to these Terms of Use during the entire term, cf. Clause 11.1, whether based in contract, tort, product liability or under any other theory of liability, exceed in the aggregate the lower of the following amounts: (i) the total amount invoiced under the term of these Terms of Use and the subscription hereunder or (ii) the total amount of EUR 50.000; or with respect to any single incident the lower of the following amounts: (i) the annual fee for the current subscription period at the event giving rise to the claim or (ii) EUR 10.000. For any liabilities of delay, Milestone's liability shall not exceed the amount paid by You for Your subscription to Milestone Marketplace for the current subscription period. The foregoing disclaimer shall not apply to the extent prohibited by applicable laws.

10.5 Force Majeure: Neither You nor Milestone shall be liable for delay or non-performance of its obligations (or parts hereof) under these Terms of Use if caused by an event which is unforeseeable, beyond the control of the non-performing party, and cannot be remedied by the exercise of commercially reasonable efforts. Force Majeure shall include, without limitations, acts of God, acts of government, acts of terror, cybersecurity attacks, events of computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within the party's possession or reasonable control. The party affected shall be relieved from its obligations (or part thereof)

as long performance is hindered due to Force Majeure, being understood that Force Majeure shall not excuse any obligation of Your payment of invoices due. The party affected shall promptly notify the other party. Either party may terminate these Terms of Use and access to Milestone Marketplace if the event of Force Majeure continues for more than forty-five (45) days.

11. Term and Termination

11.1 These Terms of Use commence on the date You accept them and continue until Your subscription has been terminated by either You or Milestone.

11.2 You may at any time terminate Your subscription and, thereby, Your participation in Milestone Marketplace. Termination shall not relieve You of Your obligations to pay any fees accrued payable to Milestone prior to the effective date of termination, cf. Clause 6. If You are a Technology Partner of Milestone, then Your subscription for Milestone Marketplace may be a condition for participating on certain tracks under the Technology Partner Program. Termination of Your subscription on Milestone Marketplace may therefore have consequences for Your participation in the Technology Partner Program and Your Technology Partner Agreement between You and Milestone.

11.3 Milestone may, at its sole discretion, suspend Your subscription upon notice to You (i) if Your Dashboard has not been accessed by Your Users for 12 months or longer, or (ii) if payments for subscriptions are overdue and not paid after receipt of written notice and reasonable opportunity to cure, or (iii) for reasons as stated in Clause 2.4 giving grounds for removal of content or disabling of Your Dashboard. If Your subscription is suspended, and not reactivated or remedied by You within a reasonable period, this may lead to Milestone terminating this Agreement on Terms of Use for Your participation on Milestone Marketplace which may, depending on the applicable partner track, lead to termination of Your Technology Partner Agreement according to its terms.

11.4 Milestone and You may each terminate for cause Your subscriptions and these Terms of Use if the other Party is in material breach of the terms and conditions herein, and the breach have not been cured by the other Party within 10 days from when the date of notice has been sent. Events of material default include, but are not limited to, repeated breach of the party's obligations under these Terms of Use, a party's insolvency, general assignment for the benefit of creditors, bankruptcy, receivership, insolvency, or liquidation proceeding.

11.5 Milestone reserves the right to discontinue or alter any or all our website services at Milestone Marketplace, and to stop publishing Milestone Marketplace, at any time at Milestone's sole discretion without notice or explanation; and to the extent that these Terms of Use expressly provide otherwise, You will not be entitled to any compensation upon the discontinuance or alteration of Milestone Marketplace. However, if Milestone cancels any services You have paid for and You are not in breach of these Terms of Use, Milestone will refund You a pro-rata amount of Your fee for the remaining term of Your subscription period for the Services.

11.6 Deletion of Your Data: Upon termination of Your participation in Milestone Marketplace, the content of Your Publish Pages will be deactivated and, thereafter, be deleted according to Milestone's retention policy found at www.milestonesys.com/privacy-policy. Milestone shall have no obligation to

maintain or provide any of Your Partner Data, and unless legally prohibited or otherwise agreed with You in writing, Milestone will delete all of Your Partner Data on Milestone Marketplace.

12. General Provisions

12.1 **Export Control:** Milestone Marketplace shall not be applied by You for any export, transfer, or to make available, whether directly or indirectly, any regulated item or information to anyone without first complying with all applicable export control laws and regulations. As Milestone Marketplace is a worldwide open platform, You are not allowed to upload and make available Partner Data which is at risk of being subject to export control laws and regulations or other sanctions by authorities such as United Nations, the European Communities or the United States.

12.2 **Anti-corruption Laws:** Each party shall comply with applicable anti-corruption laws. Neither party may at any time, directly or indirectly, through employees or third parties, pay, offer, give, or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises.

12.3 **Independent Contractor:** Milestone is an independent contractor from You. These Terms of Use do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between us.

12.4 **Interpretation:** All headlines for each section and before any provision are intended solely for the convenience and shall not affect the meaning of any provision.

12.5 **Notices:** All notices required hereunder will be either published on Milestone Marketplace or sent to the e-mail address of the registered administrator (admin) designated by You through Your My Milestone account, or both.

12.6 **No Waiver:** Failure or delay by Milestone or You in exercising any right under these Terms of Use shall not constitute a waiver of that right.

12.7 **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 these Terms of Use shall remain in full force and effect.

12.8 **Law, jurisdiction and Venue:** These Terms of Use and any disputes arising out of or related thereto shall be governed by and construed in accordance with Danish law without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Any disputes arising out of or related to these Terms of Use including its existence, validity, or termination, shall be finally settled before the Danish Institute of Arbitration in accordance with its rules of procedures and the seat of the arbitration shall be in Copenhagen, Denmark. The proceedings shall be confidential and shall be conducted in the English language unless otherwise agreed by the Parties.

12.9 **Injunction:** You and Milestone each acknowledge that due to the nature of the Milestone Marketplace, any actual or threatened breach of these Terms of Use may cause immediate and/or

irreparable injury to the other party and, therefore, a party shall be entitled to seek injunctive relief in addition to other remedies to which it may be entitled in laws, and a party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction to seek a restraining order, injunction, or other equitable relief to enforce its protective rights under these Terms of Use.

12.10 Third party rights: These Terms of Use are for Milestone's benefit and Your benefit and are not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

12.11 Assignment: You may not assign any rights or obligations to Milestone Marketplace or otherwise under these Terms of Use without the prior written consent of Milestone.

12.12 Entire agreement: Your Partner Agreement in force with Milestone exists coinciding with these Terms of Use, and together with Milestone's privacy and cookies policy; these agreements regulate Your use of Milestone Marketplace and supersedes all previous agreements between you and Milestone in relation to your use of Marketplace.

Milestone Systems A/S

Our VAT number is 20341130

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