

## END-USER LICENSE AGREEMENT (EULA) FOR PACKETSMITH

### IMPORTANT: READ CAREFULLY BEFORE INSTALLING OR USING THIS SOFTWARE.

This End-User License Agreement (“Agreement”) is a legal agreement between you (an individual or entity) and Netomize (“Licensor”) for the use of the software product identified as PacketSmith, including updates, supplementary code, or documentation (“Software”).

By installing, copying, or otherwise using the Software, you accept the terms of this Agreement. If you do not agree, do not install or use the Software.

Note that Netomize reserves the right to update this document in the future as necessary.

### LICENSE GRANT

Subject to full compliance with this Agreement and payment of all applicable license fees, Netomize (“Licensor”) hereby grants you (“Licensee”) a non-exclusive, non-transferable, revocable, and limited license to install and use the software product identified as PacketSmith (the “Software”) solely under the following terms:

#### *Permitted Use*

You may:

- Install and use the Software on a single device or number of devices up to the limit specified in your license type (e.g., Personal, Multi-User, Site, or Enterprise).
- Use the Software only for lawful purposes and only for internal personal or business use, not for resale or redistribution.

#### *License Types*

Depending on the license purchased, the following restrictions apply:

- **Individual License:** One (1) user, one (1) machine. Hardware-locked. Non-transferable without Licensor approval.

- **Multi-User License:** Allows up to [N] users or devices within a single organization or team to use PacketSmith. Each license is hardware-locked to a specific device and cannot be shared externally.

If you plan to use the software on multiple devices, you'll receive separate licenses for each, up to the maximum number of users your license covers.

- **Trial License:** Limited to [X days] for evaluation purposes. No commercial or production use allowed.

When you purchase PacketSmith, you decide on the license period, which is a minimum of one year. Once your license expires, PacketSmith will no longer function. However, throughout your active license period, you'll receive technical support, updates, and new releases as a licensee. Only one user is allowed to use the software for purchased license key.

Netomize may provide a trial version for selected users and companies. A trial license is not eligible for any updates.

## **HARDWARE LOCKING**

The Software is tied to your machine using a hardware fingerprint. This binding helps prevent unauthorized copying or redistribution. Activation requires you to:

- Provide a system-generated hardware ID.
- Activate the Software using a license key valid for that fingerprint.

You must not tamper with or spoof hardware identifiers to bypass activation.

## **LICENSE RECOVERY**

In the event of hardware failure or replacement:

- You may request license reactivation for new hardware by contacting **Netomize** support.
- Licensor may allow a limited number of reactivations per license.
- Proof of purchase and an explanation of the issue may be required.

## **LICENSE REVOCATION & BLACKLISTING**

Licensor reserves the right to revoke or blacklist license keys under the following conditions:

- The license was obtained fraudulently or through unauthorized resellers.
- Evidence of piracy, tampering, or license sharing is detected.
- Violation of any term in this Agreement.

Revoked licenses may be disabled permanently. No refund will be provided if the breach is due to misuse.

## **RESTRICTIONS**

You may not:

- Reverse-engineer, decompile, or disassemble the Software.
- Circumvent activation, hardware locking, or protection mechanisms.
- Share or transfer your license key without permission.
- Rent, sublicense, or distribute the Software except as permitted by license type.

## **OWNERSHIP**

The Software is licensed, not sold. Licensor retains full ownership, including all intellectual property rights.

## **UPDATES & SUPPORT**

Licensor may provide updates or patches. These may be subject to additional terms and require a valid, activated license. Support is offered to users with a valid license via email.

## **TERMINATION**

This license is effective until terminated. Licensor may terminate this Agreement if you breach any term. Upon termination, you must uninstall and delete all copies of the Software.

## **DISCLAIMER OF WARRANTIES**

The Software is provided “AS IS”, without any express or implied warranty. Licensor disclaims all warranties, including merchantability, fitness for a particular purpose, and non-infringement.

## **LIMITATION OF LIABILITY**

Licensor shall not be liable for any damages arising from use or inability to use the Software, including lost profits, lost data, or business interruption, even if advised of such damages.

## **PRIVACY & DATA**

Activation may require the collection of an anonymous hardware fingerprint. The fingerprint itself is a hash and does not contain any personally identifiable information, used only to validate your license and is never sold or shared with third parties. The Software does not transmit any personal information.

## **GOVERNING LAW**

This Agreement is governed by the laws of the Province of Ontario, Canada. You agree that any disputes shall be handled in the courts located in Ontario, Canada.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, written or oral, relating to the Software.

**BY INSTALLING OR USING THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.**