TERMS OF SERVICE

PwStats Software and Related Services

Effective Date: October 22, 2026
Last Updated: October 22, 2026
Company: Prism Systems, Inc.
Product: PwStats

1. Agreement to These Terms

These Terms of Service ("Terms") are a legal agreement between you and Prism Systems, Inc. ("Prism Systems," "we," "us," or "our") governing your download, installation, access to, and use of the PwStats desktop application, documentation, updates, and related licensing services (collectively, "PwStats" or the "Application"). By installing, accessing, purchasing, activating, or using PwStats, or by clicking an acceptance control presented with these Terms, you agree to these Terms. If you use PwStats for an employer or other organization, you represent that you have authority to bind that organization; "you" then includes that organization. If you do not agree, do not use PwStats. An order form, quote, statement of work, enterprise agreement, or other written agreement signed by Prism Systems may contain additional or different terms. If there is a conflict, the signed agreement controls for its subject matter, followed by the applicable order and then these Terms.

2. PwStats

PwStats is a professional network telemetry analysis and visualization tool. Features may include live UDP or multicast telemetry reception, PCAP recording and offline analysis, wireless diagnostics, GPS and map visualization, ICMP reachability monitoring, and analysis of supported industrial protocols and iperf3 output. PwStats is offered in feature tiers. The Standard tier is the currently available base tier. Premium, Pro, trials, or other plans may provide additional features and may require a valid license. Features, compatibility, plan names, and entitlements may change as described in these Terms or an applicable order.

3. Eligibility and Authorized Users

You must be at least 18 years old and have legal capacity to enter into these Terms. PwStats is not intended for children. In the EU/EEA, you must acquire and use PwStats wholly for your trade, business, craft, or profession and not as a consumer.

You may permit your employees and contractors to use PwStats on your behalf if they are authorized under your license or order and use PwStats only for your benefit. You are responsible for their compliance with these Terms and for activity performed using your devices, license keys, and copies of PwStats.

4. License Grant

Subject to your compliance with these Terms and payment of applicable fees, Prism Systems grants you a limited, non-exclusive, non-sublicensable, nontransferable, and revocable license during the applicable license period to install and use PwStats in object-code form for your

lawful internal business or professional purposes, on the number of devices and by the number of users allowed by your plan or order. The Standard tier may be used without a paid entitlement while Prism Systems makes it available. Premium, Pro, trial, and other paid or evaluation functionality is limited to the features, devices, users, sites, term, and other conditions shown in the Application, licensing record, order, or plan description. PwStats is licensed, not sold. No rights are granted except those expressly stated in these Terms.

5. License Keys, Device Binding, and Validation

You must keep license keys confidential and may not publish, sell, share, or use them beyond the applicable entitlement. A paid or trial license may be bound to a device using hardware-derived information. Activation may consume an activation allowance. You should deactivate a license before replacing, reimaging, or retiring a device when possible. Hardware changes, virtual-machine changes, clock anomalies, corrupt licensing files, or an unavailable prior device may require reactivation, synchronization, or assistance from support. PwStats performs local license validation and may periodically contact a third-party licensing service to confirm status, expiration, device association, and feature entitlements. Under the current validation policy, online checks normally occur when a license has not previously checked online, at least seven days have elapsed since the last online check, fewer than seven days remain, or you request a refresh or synchronization. A background local check may occur approximately every 24 hours while PwStats remains open. These intervals are operational details, not a promise that they will remain unchanged. A device that remains offline may temporarily continue using locally cached entitlements until local validity lapses or an online check succeeds. Refunds, cancellations, disabled licenses, or entitlement changes may not take effect on an offline device until it reconnects. You must not intentionally keep a device offline, alter the clock, modify local state, or interfere with validation to retain an entitlement you no longer possess. Prism Systems may limit, suspend, or disable a license to enforce the applicable order or these Terms, address fraud or security risk, comply with law, or correct an error.

6. Free Tier and Evaluation Features

The free Standard tier may be downloaded without registration or providing information to Prism Systems. Paid-tier licenses may be purchased through FastSpring. Any separate trial is subject to the duration, eligibility, and activation requirements stated when offered. Circumventing trial or licensing restrictions is prohibited.

7. Fees, Orders, Renewals, Taxes, and Refunds

For self-service purchases, FastSpring is the seller and merchant of record. Its checkout terms govern the payment transaction, invoicing, VAT and other indirect taxes, subscription billing, cancellation, and refunds, and control over inconsistent transaction provisions below. These Terms govern the license and use of PwStats. Provide accurate business and tax information at checkout. FastSpring sends fulfillment details to LicenseSpring, and license information is emailed to you for entry into PwStats.

Prices, currency, license term, included devices or users, billing schedule, renewal terms, and payment method are those shown in the applicable quote, checkout page, invoice, or order. You authorize applicable charges and agree to provide accurate billing information. Unless an order

expressly states that a plan renews automatically, no automatic renewal is created by these Terms alone. If an order does provide for automatic renewal, the renewal cadence, notice, cancellation method, and price terms in that order or at checkout apply, subject to applicable law. Fees exclude taxes unless stated otherwise. You are responsible for applicable sales, use, value-added, withholding, and similar taxes, excluding taxes based on Prism Systems' net income. Refund and cancellation rights are governed by the PwStats Refund and Cancellation Policy, subject to any different terms in the applicable order or checkout. If an order conflicts with that policy, the order controls for that purchase. Fees are otherwise non-refundable and non-cancelable except where required by law or where Prism Systems agrees otherwise in writing. A refund or charge reversal may result in the related paid entitlement being disabled. Because an offline device cannot immediately learn of server-side changes, you must stop using refunded or canceled paid functionality when your entitlement ends even if it temporarily remains accessible. Failure to pay an amount when due may result in suspension or termination of paid functionality, after any notice or cure period required by the applicable agreement or law.

8. Your Data and Local Files

"Your Data" means telemetry, packet captures, navigation data, GPS records, device and host information, settings, iperf results, reports, and other content you provide to or process with PwStats. As between you and Prism Systems, you retain your rights in Your Data. You grant Prism Systems and its service providers only the rights reasonably necessary to provide licensing, support, and other services you request. PwStats ordinarily analyzes Your Data locally and does not automatically upload imported captures, telemetry, GPS tracks, iperf results, or ping results to Prism Systems. You are responsible for:

- obtaining all rights, notices, approvals, and consents necessary to monitor networks and process Your Data;
- ensuring that capture, monitoring, GPS, employee, communications, and privacy laws permit your use, including obtaining consent from each party to a communication where required under applicable wiretapping or eavesdropping laws (including applicable EU/EEA communications secrecy, data protection, and employee-monitoring requirements);
- configuring data sources, interfaces, filters, ports, targets, devices, retention, and save locations;
- maintaining backups and verifying recordings and exports;
- protecting captures, logs, location information, credentials, license keys, and confidential data;
- responding to requests concerning Your Data; and
- deleting or transferring local data before disposing of a device. Prism Systems is not responsible for loss, alteration, disclosure, or interception caused by your environment, configuration, credentials, permissions, network, storage provider, backup system, or unauthorized use.

9. Acceptable Use

You may not, and may not assist another person to:

1. use PwStats to access, intercept, monitor, capture, test, disrupt, or analyze a network, system, device, communication, or data without authorization;
2. violate privacy, communications-interception, computer-misuse, export-control, sanctions, intellectual-property, or other law;
3. use PwStats to introduce malware, evade security controls, cause denial of service, or facilitate unauthorized access;
4. copy, modify, translate, distribute, sell, lease, sublicense, host, or provide PwStats as a service bureau except as expressly permitted by a written agreement;
5. reverse engineer, decompile, disassemble, discover source code or non-public interfaces, or circumvent technical limitations, except to the limited extent applicable law expressly prohibits this restriction;
6. remove or alter copyright, trademark, attribution, license, or proprietary notices;
7. tamper with license files, device identifiers, clocks, validation requests, feature gates, activation limits, or anti-circumvention controls;
8. share a license key or paid functionality outside the licensed organization, users, devices, sites, or term;
9. use trial or evaluation access for production after it expires or to avoid payment; or
10. use PwStats in a manner that could damage, disable, overburden, or impair Prism Systems' or a third party's systems or services. Network operators, employers, customers, and jurisdictions may impose additional requirements. The ability of PwStats to receive or analyze data does not mean that you are legally authorized to do so. These restrictions do not override non-waivable statutory rights, including applicable rights to make necessary backup copies, observe or test a program, decompile for interoperability, or transfer a lawfully acquired copy.

10. Maps, Third-Party Services, and Components

PwStats uses or interoperates with third-party software and services, including FastSpring for merchant-of-record purchases, LicenseSpring for licensing and map tiles from providers such as OpenStreetMap. It also includes open-source and third-party software components. Third-party services and components may be governed by their own licenses, acceptable-use rules, attribution requirements, privacy policies, availability, and fees. You agree to comply with terms applicable to your use. Prism Systems does not control and is not responsible for third-party content, maps, services, data accuracy, security, availability, or changes. Third-party map imagery and geographic data are for reference only and may be delayed, incomplete, inaccurate, or unavailable. Do not rely on them for navigation, emergency response, surveying, safety-critical positioning, or decisions where an error could cause injury or property damage.

11. Privacy

The PwStats Privacy Policy describes how PwStats and related licensing functions handle information and is incorporated into these Terms by reference. You acknowledge that online license operations and map features transmit information to third parties as described there. If you process personal information using PwStats, you are responsible for determining your role

and obligations under applicable privacy law. Unless Prism Systems signs a separate data-processing agreement that states otherwise, you remain the controller or business responsible for Your Data processed locally with PwStats. Prism Systems is not your processor merely because you run PwStats locally. Do not submit personal data for processing on your behalf unless a separate Article 28-compliant arrangement is in place where required.

12. Ownership, Feedback, and Trademarks

PwStats, including its software, user interface, documentation, designs, algorithms, and all related intellectual-property rights, is owned by Prism Systems or its licensors and is protected by law. These Terms do not transfer ownership to you. If you provide suggestions, ideas, or feedback about PwStats, you grant Prism Systems a worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable right to use and incorporate that feedback without restriction or compensation. This does not grant us ownership of Your Data. Prism Systems, PwStats, and associated names and logos are trademarks or trade dress of Prism Systems or their respective owners. Cisco and other third-party names and marks belong to their owners. Reference to a third party does not imply endorsement, sponsorship, or affiliation.

13. Updates, Changes, Availability, and Support

Prism Systems may provide updates, patches, new versions, feature changes, or compatibility changes. Updates may be required for security, licensing, support, or continued interoperability. An update is part of PwStats and governed by these Terms unless separate terms accompany it. We may add, modify, restrict, or discontinue a feature or tier. When reasonably practicable, we will provide notice of a material reduction to paid functionality during a current paid term. This does not prevent immediate changes needed for law, security, third-party service changes, abuse prevention, or technical necessity. Support, maintenance, service levels, and response times are provided only as stated in an applicable plan or written agreement. PwStats may depend on your operating system, .NET runtime, drivers, Npcap or libpcap, serial devices, network permissions, firewalls, source data, and third-party services. We do not promise uninterrupted or error-free operation.

14. Professional Tool and Safety Disclaimer

PwStats presents calculations, correlations, visualizations, alerts, reports, and map information based on available source data and configured thresholds. Results may be incomplete, delayed, misclassified, or inaccurate because of packet loss, capture filters, unsupported protocol variants, malformed data, clock differences, device configuration, software defects, or other factors. You must independently verify results before making operational, safety, security, financial, or engineering decisions. PwStats is not designed or warranted for emergency communications, medical systems, autonomous navigation, life support, nuclear facilities, weapons systems, or other uses where failure could reasonably lead to death, personal injury, severe environmental harm, or major property damage. You assume all risk from prohibited high-risk use.

15. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PWSTATS, ITS DOCUMENTATION, TRIALS, MAPS, RESULTS, AND RELATED SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” PRISM SYSTEMS AND ITS LICENSORS

DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, SECURITY, QUIET ENJOYMENT, AND THAT PWSTATS WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPATIBLE WITH EVERY DEVICE, CAPTURE, PROTOCOL, OR ENVIRONMENT. NO ADVICE OR INFORMATION CREATES A WARRANTY NOT EXPRESSLY STATED IN A WRITTEN AGREEMENT SIGNED BY PRISM SYSTEMS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRISM SYSTEMS AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, BUSINESS, USE, GOODWILL, OR DATA; BUSINESS INTERRUPTION; NETWORK OUTAGE; SECURITY INCIDENT; OR THE COST OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO PWSTATS OR THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED THAT THE DAMAGE WAS POSSIBLE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THEIR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO PWSTATS AND THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID FOR PWSTATS, DIRECTLY OR THROUGH FASTSPRING, DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY OR (B) US$100. These limits apply to the allocation of risk between the parties and survive even if a remedy fails of its essential purpose. They do not exclude or limit liability for fraud, willful misconduct, gross negligence, death or personal injury caused by negligence, or any other liability to the extent applicable law prohibits its exclusion or limitation.

17. Indemnification

To the extent permitted by law, if you use PwStats on behalf of a business or organization, that organization will defend, indemnify, and hold harmless Prism Systems and its affiliates, officers, employees, licensors, and service providers from third-party claims, damages, losses, liabilities, costs, and reasonable legal fees arising from:

- Your Data;
- unauthorized network monitoring, capture, testing, or access;
- your violation of law, these Terms, or a third party’s rights; or
- your configuration, combination, modification, or prohibited use of PwStats. Prism Systems will provide reasonable notice of a covered claim and cooperation at your expense. You may not settle a claim in a way that admits fault by or imposes an obligation on Prism Systems without our written consent. This Section does not apply to consumers where prohibited by law.

18. Suspension and Termination

You may stop using PwStats at any time. You may deactivate a paid license through the Application when available. Stopping use or uninstalling PwStats does not itself create a refund right. Prism Systems may suspend or terminate access to paid features or related services if you materially breach these Terms or an order, fail to pay amounts due, create security or legal risk, misuse a license, or if required by law. Where appropriate, we will provide notice and a reasonable opportunity to cure, unless immediate action is reasonably necessary. When a license or these Terms terminate, your right to paid or terminated functionality ends and you must stop using it. Sections that by their nature should survive will survive, including provisions concerning ownership, fees owed, data responsibility, disclaimers, liability, indemnification, disputes, and miscellaneous terms. Locally created files remain your responsibility.

19. Export Controls and Government Use

You may not use, export, re-export, transfer, or make PwStats available in violation of United States or other applicable export-control or sanctions laws. You represent that you are not prohibited from receiving PwStats and will not use it for a prohibited end use. PwStats is commercial computer software and commercial computer software documentation. United States government use is subject to the rights customarily provided to the public under these Terms and the applicable procurement regulations.

20. Governing Law and Disputes

These Terms are governed by the laws of the State of Alabama, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Before filing a claim, you and Prism Systems agree to attempt in good faith to resolve the dispute by sending written notice describing the issue and requested relief. Notices to Prism Systems must be sent to pwstats.support@prismsystems.com. If the dispute is not resolved within 30 days after receipt, either party may pursue available remedies. Subject to any non-waivable rights under applicable law, the state and federal courts located in Mobile County, Alabama will have exclusive jurisdiction, and each party consents to personal jurisdiction and venue there. Either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect intellectual-property rights, confidential information, or system security. Mandatory laws and jurisdiction rules that apply notwithstanding this choice of law and forum remain unaffected.

21. Changes to These Terms

We may update these Terms to reflect changes in PwStats, business practices, third-party services, or law. We will update the “Last updated” date and provide any additional notice required by law. Changes will apply prospectively from their stated effective date. If a material change applies during a paid term, we will provide notice where required. Continuing to use PwStats after revised Terms take effect constitutes acceptance to the extent permitted by law.

22. Miscellaneous

If a provision is unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will remain effective. A failure to enforce a provision is not a waiver. You may not assign these Terms without Prism Systems’ prior written consent. Prism Systems may

assign them in connection with a merger, reorganization, sale of assets, or by operation of law. Prism Systems is not liable for delay or failure caused by events beyond its reasonable control. Headings are for convenience only. “Including” means “including without limitation.” Electronic notices and transactions satisfy writing requirements to the extent permitted by law. These Terms, the Privacy Policy, the Refund and Cancellation Policy, applicable orders, and any signed agreement constitute the entire agreement concerning PwStats and supersede prior or contemporaneous communications on that subject.

23. Contact

For questions about PwStats or these Terms, contact:

Prism Systems, Inc.

Email: pwstats.support@prismsystems.com

Website: https://www.prismsystems.com