

PANScout Software Licence Agreement

Version 1.1

Effective date: 30 August 2026

1. Parties and acceptance

This Software Licence Agreement is between Noema Ltd, company number 125308, registered office 8/5 Naval Hospital Hill, Gibraltar, and the business or professional customer identified in the applicable order, trial or signed licence file.

By installing, activating, copying or using PANScout, the customer accepts this Agreement. A person accepting for an organisation confirms authority to bind that organisation. PANScout is not licensed for consumer or personal use.

If the customer does not accept this Agreement, it must not install or use PANScout and must delete any copy and licence file, subject to the Refund and Cancellation Policy.

2. Definitions

In this Agreement:

- Customer means the business or professional licensee identified by the order or signed licence.
- Documentation means the customer-facing PANScout documentation published by Noema Ltd for the supported release.
- Installation means one physical or virtual operating-system environment on which PANScout is installed and available to perform scans. The desktop and command-line interfaces on the same environment count as one installation.
- Licence File means the signed offline licence document issued by or for Noema Ltd.
- Licence Period means the period shown by the accepted trial state or Licence File.
- Supported Release means a PANScout version made available through an official PANScout distribution route and not declared unsupported.

3. Ownership

PANScout and its documentation are licensed, not sold. Noema Ltd and its licensors retain all intellectual property rights in PANScout, its components, branding and documentation. The customer retains its rights in its own files, configuration, scan history, findings, notes and reports.

No right is granted except the limited rights expressly stated in this Agreement.

4. Trial licence

The standard trial permits the customer to use the complete PANScout scanning and reporting functionality for 14 days on one installation, without entering payment card details. A trial is for evaluation in the customer's business or professional environment.

The customer may not reset, recreate or manipulate trial state to extend the trial. One trial is permitted for the customer unless Noema Ltd gives written permission for another evaluation.

Trial expiry blocks new scans but does not delete existing local history, findings or reports.

5. Paid licence grant

Subject to payment and compliance with this Agreement, Noema Ltd grants the customer a limited, non-exclusive, non-transferable and non-sublicensable right during the Licence Period to install and use PANScout for the customer's internal business purposes on no more than the permitted number of Installations.

The signed Licence File is authoritative for edition, installation allowance, customer, issue date and expiry. The standard allowances are:

- Business: one Installation;
- Team: up to five Installations; and
- a Team additional installation pack: five additional Installations when purchased for the same licence family.

The order confirmation controls where it grants a different expressly purchased allowance.

An installation allowance is a contractual limit. PANScout does not require permanent internet access, hardware fingerprinting or device telemetry to enforce it.

6. Permitted users and internal contractors

The customer may allow its employees and individual contractors to use PANScout for the customer's internal business purposes. The customer remains responsible for their compliance and must limit access to people who need it.

An authorised external consultant may operate the customer's licence on behalf of that customer, within the customer's installation allowance. This permission does not allow the consultant to reuse that Licence File for another client.

7. Consultant licences

A consultancy performing recurring work for unrelated client organisations must use each client's own licence or purchase a separately offered Consultant licence.

Where an order confirmation expressly identifies a Consultant licence:

- the consultancy may use PANScout only for an engagement the relevant client has authorised;
- each purchased consultant installation permits one active Installation at a time;
- the Installation may be reassigned between client environments only after PANScout and the Licence File are removed from the previous environment;
- simultaneous use on multiple environments requires the corresponding additional allowance;
- the consultancy may not give, sell, sublicense or leave the Licence File for a client to use independently;
- the consultancy remains responsible for its personnel and must protect each client's data and evidence; and
- local scan material and results remain controlled by the relevant client or as agreed between the client and consultancy.

Consultant licence availability, allowance and price must be stated in an order confirmation. A Business or Team order does not silently acquire multi-client rights.

8. Reassignment and replacement systems

The customer may reassign an Installation when replacing, rebuilding or permanently decommissioning a system. Before activating the replacement, the customer must remove PANScout and the Licence File from the previous environment where reasonably possible.

A temporary outage, backup copy not made available for scanning, or unbootable decommissioned system does not require the customer to recover or disclose device identifiers. If removal is impossible, the customer should document the replacement internally and may contact support@panscout.com for licence guidance.

Reassignment must not be used to exceed the purchased number of simultaneous Installations.

9. Copies and backups

The customer may keep a reasonable number of secure backup copies of the installer, Licence File and documentation for continuity and recovery. A backup that is not installed or made available for scanning does not count as an Installation.

Licence Files must be protected as confidential entitlement material. Sharing a Licence File outside the authorised customer or consultancy may allow unauthorised use and is prohibited.

10. Restrictions

Except where applicable law expressly permits conduct that cannot be restricted, the customer must not:

- use PANScout beyond the Licence Period or installation allowance;
- use a Business or Team licence across unrelated customer organisations;
- sell, rent, lease, sublicense, distribute or commercially host PANScout for third parties;
- publish or share a Licence File, signing material or mechanism intended to bypass licensing;
- circumvent, disable or manipulate trial, licence, signature or expiry controls;
- reverse engineer, decompile or disassemble PANScout, except to the limited extent applicable law permits despite this restriction;
- remove proprietary notices;
- use PANScout to access or scan systems, files or data without appropriate authorisation;
- use PANScout unlawfully or to facilitate payment-card fraud, unauthorised surveillance or other abuse; or
- represent PANScout output as a certification, exhaustive result or independent PCI DSS assessment.

11. Customer responsibilities

The customer is responsible for:

- defining and authorising scan scope;
- obtaining necessary permissions and informing affected personnel where required;
- protecting source material, masked findings, notes, scan history, reports and Licence Files;
- validating findings and coverage gaps before acting on them;
- deciding whether data should be retained, deleted, moved, reported or included in compliance scope;
- maintaining suitable backups and change controls; and
- using supported systems and official PANScout packages.

The customer should not rely on PANScout as its only security, data-governance or PCI DSS control.

12. Local processing and privacy

PANScout is designed so that normal scanning takes place locally. Source files, extracted content, full card numbers, paths, findings, notes and reports are not uploaded to Noema Ltd as part of scanning.

The customer decides how and why PANScout is used on its data and is responsible for the corresponding data protection role. Noema Ltd acts as controller for its website, order, account, licensing, billing and support records as described in the Privacy Notice.

The customer must not send customer files or card data to support. Where exceptional diagnostic sharing is separately authorised, only the minimum necessary information should be provided through an approved secure process.

13. Updates and supported releases

During an active paid Licence Period, the customer may use updates made generally available for its edition. Updates may correct defects, address security issues, improve compatibility or change functionality while preserving the material product purpose.

We may stop supporting an old release where continuing support is impractical or unsafe. We will use reasonable efforts to provide notice where an upgrade materially affects a supported platform. We do not promise that every future feature, operating system or file-format variation will be supported.

An update does not extend the Licence Period or installation allowance unless an order or new Licence File says so.

14. Expiry, suspension and termination

The licence expires automatically at the end of the signed Licence Period. Expiry prevents new scans but does not delete local evidence or prevent the customer from reading existing history and reports through the product's retained-access functionality.

The customer may stop using PANScout at any time. Cancelling renewal does not terminate the current paid Licence Period early.

Noema Ltd may terminate the licence for a material breach that is not remedied within a reasonable written cure period, or immediately where continued use is unlawful, fraudulent, deliberately bypasses licence controls or creates a serious security risk. A payment reversal, refund, chargeback or dispute is handled under the Refund and Cancellation Policy.

Because a Licence File works offline, server-side records cannot promise immediate technical revocation. On termination, the customer's contractual permission ends and it must stop using and delete PANScout and the Licence File, while retaining any records it is legally required to keep.

Sections intended by their nature to continue, including ownership, restrictions, confidentiality of entitlement material, liability and governing law, survive expiry or termination.

15. Warranty and disclaimers

Noema Ltd will provide PANScout with reasonable care and skill and use reasonable efforts to ensure that a Supported Release materially performs as described in the Documentation.

PANScout uses detection and extraction techniques that are affected by scan selection, access permissions, encryption, corruption, unsupported or unusual formats, image quality, configuration, exclusions and resource limits. It cannot guarantee complete coverage or detection.

To the extent permitted by law, PANScout is not warranted to be uninterrupted, error-free, suitable for every environment, capable of detecting every payment card number or sufficient by itself to demonstrate PCI DSS or other legal compliance.

For a reproducible material defect, Noema Ltd may provide guidance, correction, replacement or an appropriate refund under the Refund and Cancellation Policy. These remedies do not restrict a right that cannot lawfully be excluded.

16. Liability

Nothing in this Agreement limits liability that cannot lawfully be limited, including liability for fraud or fraudulent misrepresentation and any other category required by applicable law to remain unlimited.

Subject to that sentence, neither party is liable for indirect or consequential loss, loss of profit, revenue, anticipated savings, goodwill or opportunity, or loss arising from a customer decision concerning source material based solely on PANScout output.

Subject to liability that cannot be limited, the aggregate liability of Noema Ltd arising from PANScout and the related order is limited to the fees paid or payable for that order during the 12 months preceding the event giving rise to the claim.

17. Governing law

This Agreement and non-contractual obligations arising from it are governed by the law of Gibraltar. The courts of Gibraltar have exclusive jurisdiction, except to the extent applicable law requires otherwise.

18. Contact

Licensing and product support: support@panscout.com

Billing: billing@panscout.com

Legal and privacy: legal@panscout.com

Security reports: security@panscout.com

Noema Ltd, 8/5 Naval Hospital Hill, Gibraltar