



## End User License Agreement (EULA)

THANK YOU FOR YOUR PURCHASE OF THIS NetAlly PRODUCT ("PRODUCT"). LINKRUNNER LLC DBA NETALLY, ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "NETALLY"), WILL LICENSE PRODUCTS TO YOU ONLY IF YOU ACCEPT THE END USER LICENSE AGREEMENT ("AGREEMENT") AVAILABLE AT THE FOLLOWING LINK: <http://NetAlly.com/terms-and-conditions> ("EULA"). CAREFULLY READ THIS AGREEMENT BEFORE USING THE PRODUCTS. BY INSTALLING OR USING THE PRODUCT(S), YOU INDICATE THAT YOU UNDERSTAND THIS AGREEMENT AND ACCEPT AND AGREE TO COMPLY WITH ALL OF ITS TERMS. IF YOU DO NOT ACCEPT ALL OF THE TERMS OF THIS AGREEMENT, THEN DO NOT INSTALL OR USE THE PRODUCTS.

**1. Definitions.** For the purposes of this Agreement, the following definitions will apply:

"Documentation" means any installation guides, reference guides, operation manuals, and release notes provided with the Product in printed, electronic, or online form.

"You" and "Your" means the commercial entity authorized by NetAlly to use the Product.

**2. License.** Any license to use the Products and Documentation is subject to the terms of the EULA. To the extent the Products include Third-Party Materials, as defined in the EULA, licensed to NetAlly by third parties, those third parties are third-party beneficiaries of, and may enforce, the applicable provisions of this Agreement. You acknowledge and agree that the Product may use a network to send and receive data, and that your service providers may bill you such data, or data or usage fees and that you are solely responsible for such charges.

**3. Limited Warranty.** NetAlly warrants that the hardware components of the Product will be free from defects in material and workmanship under normal use and service unless stated otherwise herein for a period of one year from the shipment date and the software components of the Product for a period of 90 days from the shipment date in accordance with the terms of the EULA. THE WARRANTY IN THE EULA IS YOUR SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**4. Export.** You will comply, at your own expense, with all laws, regulations, rules, and ordinances of any governmental body, department, or agency that apply to or result from your obligations under this Agreement. You hereby represent and warrant that neither the Products, nor any related technical information, data, documents, and materials, nor any derivatives, will be exported, re-exported, diverted, transferred, or disclosed, directly or indirectly, to any country or to any national or resident thereof, except as authorized and permitted by all applicable laws and regulations. You will cooperate with Licensor in executing documents or licenses necessary to comply with these laws and regulations and with any related audit or inspection.

**5. Government Use.** The Product is classified as "Commercial Computer Product" and "Commercial Computer Documentation" developed at private expense, contains confidential information and trade secrets of NetAlly and its Suppliers, and is subject to "Restricted Rights" as that term is defined in the Federal Acquisition Regulations. Rights to the Products are only as set forth in this Agreement.

**6. Limitation of Liability.** IN NO EVENT WILL LICENSOR OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF LICENSOR EXCEED THE AMOUNTS PAID OR PAYABLE TO LICENSOR FOR THE APPLICABLE PRODUCT OR SERVICE THAT GAVE RISE TO SUCH CLAIM.



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2075 Research Parkway, Suite A  
Colorado Springs, CO 80920  
[www.NetAlly.com](http://www.NetAlly.com)

### 7. Customer Data

During the Term, You may provide to Licensor Customer Data. Licensor may use Customer Data in connection with the performance of its obligations under this Agreement. In addition, Licensor will at all times in connection with the Customer Data comply with the privacy policy located at <http://netally.com/privacy>. Customer retains all intellectual property rights in the Customer Data.

**8. Incidental Use of Aggregate/Anonymous Data.** You may provide to NetAlly data and network traffic information including, but not limited to, configuration data, IP addresses, payload data (which includes the content of the message), screenshots, data dumps, and trace and log files ("Customer Data"). NetAlly may use Customer Data to provide services as well as for purposes compatible with providing services including, but not limited to, error analysis and correction, and product and services adjustment, configuration, improvement, and development. In addition, NetAlly may: (a) compile statistical and other information related to the performance, operation and use of the Products and (b) use and share data from the Products, including Personal and Customer Data, in aggregated form, to create statistical analysis and for research and development purposes ("Product and Service Analyses"). NetAlly retains all intellectual property rights in Product and Service Analyses. NetAlly's Privacy Policy located at <http://NetAlly.com/privacy> applies to NetAlly's collection, use, disclosure, transfer or other processing of Your Personal Data, as applicable, and the terms of such Policy are incorporated herein by this reference.

**9. Applicable Law.** This Agreement is governed by the laws of California, USA without regard to choice of law rules, and you hereby submit to the jurisdiction of the federal and state courts located in California. The parties agree that the United Nations Convention on International Sale of Goods Acts will not apply to this Agreement. In the event of any conflict between the terms on this printed sheet and those in the EULA, the terms in the EULA shall supersede.

**Open-Source Software Acknowledgment:** This product may incorporate open-source components. NetAlly has made the open source code components of this product, if any, available at [Link-Live.com/OpenSource](http://Link-Live.com/OpenSource).

## Important Safety and Regulatory Information

### ⚠ Warnings ⚠

To prevent possible fire, electric shock, personal injury or damage to the Product:

- Read all safety information, and carefully read all instructions, before you use the Product.
- Do not attempt to modify or repair the Product. There are no user-serviceable parts inside. Have only an approved technician repair the Product.
- Do not touch voltages > 30 VAC rms, 42 VAC peak, or 60 VDC.
- Use only the AC adapter provided to power the Product or charge the battery.
- Do not use the Product around explosive gas, vapor, or in damp or wet environments.
- Examine the case before you use the Product. Look for cracks or missing plastic. Do not use the Product if it is damaged, and do not use the Product if it operates incorrectly.
- Use this Product indoors only.
- Do not connect the Product to voltages that are higher than the maximum voltage rating for the Product.
- Do not connect the Product to a telephone line.
- Use the Product only as specified, or the protection supplied by the Product can be compromised.
- Batteries contain hazardous chemicals that can cause burns or explode. If exposure to chemicals occurs, clean with water and get medical aid.
- Remove the batteries if the Product is not used for an extended period of time, or if stored in temperatures above 50°C. If the batteries are not removed, battery leakage can damage the Product.
- The battery will not charge if the internal temperature of the tester is above 113°F (45°C).
- The battery door must be closed before you operate the Product.
- If the battery leaks, have the Product repaired before using.
- Turn off the Product and disconnect all cables before you replace the batteries.
- Be sure that the battery polarity is correct to prevent battery leakage.
- Do not put battery cells near heat or fire.

- Do not operate the Product with covers removed or the case open. Hazardous voltage exposure is possible.
- Do not short the battery terminals together.
- Dispose of battery packs in compliance with your institution's disposal instructions.
- Use the proper terminals and cable for all connections.
- To prevent damage to the display or the case, do not use solvents or abrasive materials. Clean the case with only a damp cloth with water.

### Safety Symbols

The following symbols may appear on your product:

	Warning or Caution: Risk of damage or destruction to equipment or software. See explanations in the manuals.
	Warning: Risk of fire, electric shock, or personal injury.
	Warning: Class 1 or Class 2 lasers. Risk of eye damage from hazardous radiation. Do not look into laser.
	Do not connect the Product to a public telephone system.
	Do not put products that contain circuit boards into waste containers. Refer to local regulations for disposal procedures.
<b>WEEE Statement</b>	
This product complies with the WEEE Directive (2012/19/EU) marking requirements. The affixed label indicates that you must not discard this electrical/electronic product in domestic household waste.	
<b>Product Category:</b> With reference to the equipment types in the WEEE Directive Annex I, this product is classed as category 9 "Monitoring and Control Instrumentation" product.	

### California Proposition

#### ⚠ 65 Warning ⚠

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. For more information: [www.P64Warnings.ca.gov](http://www.P64Warnings.ca.gov)

### Certifications and Compliance Symbols

The following symbols may appear on your product:

	Conformite Europeene. Conforms to the requirements of the European Union and the European Free Trade Association (EFTA).
	The 5150-5350-MHz band is allocated for indoor use only in EU member countries.
	BE BG CZ DK DE EE IE EL ES FR HR IT CY LV LT LU HU MT NL AT PL PT RO SI SK FI SE UK
	Listed by the Canadian Standards Association.
	Listed by UL North America Safety Standards.
	Conforms to the relevant EMC and safety standards of South Korea. Class A Equipment (Industrial Broadcasting & Communication Equipment) This product meets requirements for industrial (Class A) electromagnetic wave equipment and the seller or user should take notice of it. This equipment is intended for use in business environments and is not to be used in homes. A 급 기기 (업무용 방송통신기자재) 이 기기는 업무용 (A 급) 전자파적합기기로서 판매자 또는 사용자는 이 점을 주의하시기 바라며, 가정외의 지역에서 사용하는 것을 목적으로 합니다.
	Conforms to relevant Australian/New Zealand standards. Meets Australia and New Zealand EMC Requirements.
	Complies with Eurasian Economic Union Technical Regulations.
	California Energy Commission Compliant

### FCC Statement

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

### Support

Find additional support for your product at [NetAlly.com/support](http://NetAlly.com/support) and on the product page for your tester.

### China RoHS Material Disclosure

型号或产品系列名称:

This section, its contents and the symbols described below apply only to products sold in the People's Republic of China (PRC). If this does not apply to you, please ignore.

本产品所列内容及符号仅适用于在中华人民共和国境内销售的产品。如果不适用于您的产品, 请丢弃或忽略它。下表列出了本产品的零部件名称, 以及包含的超过中国标准

GB/T 26572-2011 规定限量的有毒、有害物质。

#### 本产品所含的有害物质或元素

零部件名称 Part Name	有毒和有害物质或元素					
	铅 (Pb)	汞 (Hg)	镉 (Cd)	六价铬 (Cr+6)	多溴联苯 (PBB)	多溴二苯醚 (PBDE)
其它塑料零件 Other Plastic Parts	o	o	o	o	o	o
显示组件 Display Assembly	x	o	o	o	o	o
变压器和电源适配器 Transformers & Power Adaptors	x	o	o	o	o	o
电路板组件 Printed Circuit Assembly	x	o	o	o	o	o
电线和电缆 Wire & Cable	x	o	o	o	o	o
紧固件 Fasteners	x	o	o	o	o	o
电池 (单电池, 电池组) Battery (cells, packs)	x	o	o	o	o	o
传感器 (探测器) Sensor (detector)	x	o	o	o	o	o
其它附件 (电线电缆, 探针, 连接器) Other Accessories (cables, probes, connectors)	x	o	o	o	o	o

x = 在该零部件至少一种均质材料中, 该有毒有害物质的含量超过了 GB/T 26572-2011 规定的限量要求。  
x = Toxic and hazardous substances in at least one homogeneous material of the part exceeds the concentration limit requirement described in GB/T 26572-2011.  
o = 在该零部件至少一种均质材料中, 该有毒有害物质的含量或者符合 GB/T 26572-2011 规定的限量要求, 或者表示产品中未使用此零件。  
o = Toxic and hazardous substances in all the homogeneous materials of the part is either below the concentration limit requirement described in GB/T 26572-2011 or is not applicable because the part is not used.  
当非可充电电池的电量用完时, 请取出或更换电池。  
Remove or replace primary (non-rechargeable) batteries when exhausted.

表示产品含有中国RoHS 禁止的物质; 数字表示所涉及产品和零件的“环保使用期限”。






Product contains China RoHS banned substances; the number indicates "Environmentally Friendly Use Period" (EFUP) for all enclosed products and their parts.

表示所涉及产品和零件不含有中国RoHS 禁止的物质。

Product or parts contains no China RoHS banned substances.

## Consignes de sécurité et Information sur la réglementation (Français)

### Symboles




	Avertissement ou Mise en garde : risque de détérioration ou de destruction du matériel ou du logiciel. Voir les explications dans les manuels.
	Avertissement : risque d'incendie, d'électrocution ou de dommages corporels.
	Avertissement : lasers de classe 1 ou 2. Risques de lésions oculaires provoquées par des rayonnements dangereux. Ne pas regarder dans l'orifice laser.
	Ne pas connecter le produit au système téléphonique public.
	Ne jetez pas de produits contenant des cartes de circuit dans les bennes à ordures. Consultez la législation locale pour connaître les procédures de mise au rebut.

### Déclaration de DEEE

Ce produit est conforme aux normes de marquage de la directive DEEE (2012/19/EU). La présence de cette étiquette indique que cet appareil électrique/électronique ne doit pas être mis au rebut avec les déchets ménagers.

Catégorie de EEE : Cet appareil est classé comme catégorie 9 parmi les « instruments de surveillance et de contrôle » en référence aux types d'équipements mentionnés dans l'Annexe I de la directive DEEE.

### Certificats et conformité

	Conformité européenne. Conforme aux directives de l'Union européenne et de l'Association européenne de libre-échange (AELE).													
	La bande 5150-5350 MHz est allouée à usage intérieur uniquement dans les pays membres de l'UE.													
	BE	BG	CZ	DK	DE	EE	IE	EL	ES	FR	HR	IT	CY	LV
	LT	LU	HU	MT	NL	AT	PL	PT	RO	SI	SK	FI	SE	UK
	Approuvé par l'Association canadienne de normalisation (ACNOR).													
	Conforme aux normes australiennes pertinentes. Conforme aux normes CEM australiennes.													

### ISED

L'émetteur/récepteur exempt de licence contenu dans le présent appareil est conforme aux CNR d'Innovation, Sciences et Développement économique Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes :

1. L'appareil ne doit pas produire de brouillage;
2. L'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.