

PRIVACY POLICY

PLEASE READ THE PRIVACY POLICY CAREFULLY BEFORE AVAILING SERVICES ON THIS PLATFORM. AVAILING SERVICES AND USE OF SOFTWARE THROUGH THIS PLATFORM SIGNIFIES YOUR ACCEPTANCE OF THE TERMS OF USE AND OUR PRIVACY POLICY AND YOUR CONSENT AND AGREEMENT TO BE LEGALLY BOUND BY THE SAME. IF YOU DO NOT AGREE WITH THE PRIVACY POLICY, PLEASE DO NOT ACCESS THIS PLATFORM FOR ANY SERVICES. YOU ARE HEREBY PROVIDING YOUR UNCONDITIONAL CONSENT AND AGREEMENT TO GAUNTLET AS PROVIDED UNDER SECTION 43A AND SECTION 72A OF INFORMATION TECHNOLOGY ACT, 2000.

Gauntlet powered by Deep Armor (hereinafter referred to as “**Gauntlet**”, “**Software**” or “**We**”), safeguarding your trust and protecting your personal information is paramount. This Privacy Policy covers Gauntlet’s treatment of personally identifiable information that Gauntlet collects through the platform, software, communications received by us via emails, phone calls, texts, or faxes, if you register for or participate in events, webinars, surveys, contests, or programs and visit our website (<https://www.deeparmor.com/gauntlet>) (collectively referred to as “**Our Services**”, “**Software Services**” “**Platform**”) when you use Gauntlet’s services. This policy also covers Gauntlet’s treatment of any personally identifiable information that Gauntlet’s business partners or users share with Gauntlet. This policy does not apply to the practices of companies that Gauntlet does not own or control, or to people that Gauntlet does not directly employ or manage.

I. Introduction

www.deeparmor.com/gauntlet (hereinafter referred to as “**Gauntlet**” or “**Software**” which term includes the website, sub- domains of the website, software and any other medium through which Gauntlet may provide its services) is owned and operated by Deep Armour Technologies Private Limited, a Company incorporated under the provisions of the (Indian) Companies Act, 2013 having its registered office at Milwaukee - Unit 101, 40 Promenade Road, Sindhi Colony Pulikeshi Nagar, India, Karnataka, Bengaluru - 560005.

For the purpose of this Privacy Policy, wherever the context so requires, “**you**” or “**User**” shall mean any natural or legal person who has agreed to use the Software, whether registered or not, including Users/subscribers to the Software Services. The terms “**we**”, “**us**”, “**our**” shall mean providers of Gauntlet as a Service.

Gauntlet is a Software as a service (SaaS) which enables automated security and compliance monitoring for your cloud environment. Gauntlet provides three kinds of subscriptions: essential, prime and ultimate. Following a one-time cloud environment onboarding process, your cloud environment will undergo regular scanning at your preferred frequency, throughout the Gauntlet subscription period. Gauntlet offers a comprehensive detailed dashboard containing

informative statistics presented through graphs, aiding in the prioritization of issues, prompt decision making and a comprehensive checklist formulated to assist customers in effectively securing your cloud environment. Gauntlet assists customers by identifying and reporting issues based on industry standards and Deep Armor's security expertise, we help facilitate regulatory compliance and simplify the auditing process through compliance reports. Gauntlet assists you swiftly through remediation steps and proactive email notification regarding vulnerabilities in your cloud environment.

This document is published in accordance with the provisions of Rule 3 (1) of The Information Technology (Intermediaries Guidelines) Rules, 2011, and Rule 3(1) of Information Technology (Intermediary Guideline and Digital Media Ethic Code) Rules, 2021 that require publishing the Rules And Regulations, Privacy Policy And Terms Of Use For Access or usage of www.deeparmor.com/gauntlet

This Privacy Policy, together with the Terms of Use and any other terms specifically referred to in any of those documents, constitute a legally binding agreement (the "**Agreement**") between you and Gauntlet in relation to your use of the Software.

Acceptance of these terms is a prerequisite for usage of Software and the Services. By virtue of using these Services, it is deemed that you accept all and any of the terms and conditions specified in the Agreement. The Agreement, the proposal and Terms of Use constitutes the entire agreement between you and Gauntlet and governs your use of the Software service, superseding any prior agreements between you and Gauntlet.

II. Collection of Personally identifiable Information and other Information

- a. When you use Our Services, we collect and store your information which is provided by you from time to time. Our primary goal in doing so is to provide you with a safe, efficient, smooth and customized experience. This allows us to provide Our Services and features that most likely meet your needs, and to customize the Platform to make your experience safer and easier. More importantly, while doing so we collect personal information from you that we consider necessary for achieving this purpose.
- b. In general, you can browse the Platform without telling us who you are or revealing any personal information about yourself. We collect information about you when you provide it to us directly, through any account you may create, or support you may seek (through third party social media sites) or any other information submitted by you. We may also collect information automatically when you use our Platform and may collect information from other sources.
- c. We use data collection devices such as "cookies" on our website to help analyse our web page flow, measure promotional effectiveness, and promote trust and safety. "Cookies" are small files placed on your hard drive that assist us in

providing Our Services. We offer certain features that are only available through the use of a "cookie". We also use cookies to recognize your computer in the future and allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. Most cookies are non-persistent cookies or "per-session cookies," meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies if your browser permits, although certain actions on our website require the use of cookies so you may not be able to fully enjoy our website should you choose to disable cookies.

- d. Third party cookies: you may encounter "cookies" or other similar devices on certain pages of the Platform that are placed by third parties, we shall not be responsible for their privacy practices. We do not control the use of cookies by third parties, we encourage you to review the privacy policies of those companies.
- e. If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Platform, we may collect such information into a file specific to you.
- f. We collect personally identifiable information (email address, name, phone number, etc.) from you when you set up an account with us. We may use your contact information to send you promotions, advertisements, etc.
- g. We collect configuration information about you cloud resources, this includes data on the number of resources within your cloud, resource configurations and account IDs. However, we do not collect actual data stored within these resources.
- h. We may collect non-personal identification information about users whenever they interact with the Platform. Non-personal identification information may include the browser name, the type of computer and technical information about Users', means of connection to our Platform, such as the operating system and the Internet service provider utilized and other similar information, including Media Access Control (MAC) address, operating system version, Internet browser type and version. We may collect similar information, such as your device type and identifier, if you access the Platform through a mobile device.
- i. Your personal information may be stored and processed in any country where we have facilities or service providers, and by using the Platform, or by providing consent to us (where required by law), you agree to the transfer of information to countries outside of your country of residence, which may provide for different data protection rules than in your country.

III. Use of Personal Information

- a. We use the information about you for the following purposes;
 - (i) To provide and support your use of our Software services and Platform

- (ii) To respond to any inquiries made on the website regarding our services
 - (iii) In our efforts to continually improve our product and service offerings, we collect and analyze demographic and profile data about our users' activity on our Platform. Gauntlet reserves the right to provide aggregate demographic information of its members / user base to advertisers, organizations / associations, governmental authorities / departments, third party service providers and others in furtherance of the objects of Gauntlet and in the interests of promoting transparent and consumer / user - driven practices and policies
 - (iv) We identify and use your IP address to help diagnose problems with our server and to administer our Platform. Your IP address is also used to help identify you and to gather broad demographic information.
 - (v) We may use information about you to maintain and increase the security of Our Services including to detect, investigate, and prevent fraud and other illegal activities from occurring, as well as to protect our rights and property.
 - (vi) To provide you with updates and announcements on Our Services
 - (vii) To send you marketing material on Our Services you have signed up for or engage with you on Services you have shown an interest in.
 - (viii) We may also use information to engage with you to help us better Our overall services and Our Platform. We may also link or combine information about you with information we get from others to help understand your needs and provide You with better services.
 - (ix) We may use information about you to comply with our legal requirements. For example, we may process and retain information about your payments to us for tax and accounting purposes.
 - (x) We may utilize your information for additional purposes only with your consent. For instance, if you provide consent to be highlighted as a Featured Customer, we may publish details about you on one of our publicly accessible websites.
- b. Sharing of information with third parties

We take your privacy very seriously and therefore your personal information is not shared with any third parties.

IV. Safety Guidelines

Ensuring the security of your personal information is of utmost importance to us. We have established and consistently uphold a range of technical and organizational safeguards to safeguard your personal data against unauthorized access, unlawful processing, accidental loss, destruction, and damage as follows;

- a. Your data and the results obtained from our service shall be stored securely in Deep Armor's AWS S3 bucket (simple storage service). We also safeguard data by storing it in a private virtual cloud (VPC), to ensure privacy and integrity of your data.
- b. To maintain data security, we only provide access to sensitive information on a need-to-know basis within Gauntlet.

- c. Users are solely liable for the security of their passwords. No administrator at Gauntlet will have knowledge of your password. It is important for you to protect against unauthorized access to your password, your computer and your mobile phone. Gauntlet does not undertake any liability for any unauthorized use of your account and password. If you suspect any unauthorized use of your account, you must immediately notify Gauntlet by sending an email to gauntlet@deeparmor.com
- d. Gauntlet mandates the use of two-factor authentication. In addition to the use of passwords, users must configure a second form of authentication, which may be in the form of third-party authenticator apps.

V. Retention

We retain your personal information solely for the duration necessary to fulfill the purposes for which it was collected. This is generally one (1) year from the Report generation for analytics purposes. Subsequently, we will either delete or archive it, unless legal obligations or other legitimate and lawful purposes require its retention. When determining the appropriate retention period for personal data, we take into account various factors such as:

- (i) The terms specified in our agreements with you.
- (ii) Our legitimate interests, as outlined in this Privacy Policy.
- (iii) Legal obligations that we are bound to fulfill.
- (iv) The nature and sensitivity of your personal information.

VI. Your Rights

Subject to applicable law, you have the following rights with respect to your personal information under the Digital Personal Data Protection Act, 2023;

- (i) Right to access. You have the right to request a summary of the personal information we collect, use, disclose and share about you.
- (ii) Right to correct. You have the right to correct, complete and update to ensure there are no errors in your personal information.
- (iii) Right to delete. You have the right to request for deletion of personal data, subject to compliance with any laws for retention.

VII. Miscellaneous

a. **Links to Other Websites**

Our Website may provide links to other websites that may collect personally identifiable information or sensitive personal information about you. Gauntlet is not responsible for the privacy practices or the content of such third-party websites.

b. **Security Precautions**

Our Website has stringent security measures in place to protect the loss, misuse, and alteration of the information under our control. Whenever you change or

access your account information, we offer the use of a secure server. Once your information is in our possession we adhere to strict security guidelines, protecting it against unauthorized access. We use reasonable organizational, technical, and administrative measures to protect personal information under our control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any account you have with us has been compromised), please immediately notify us of the problem by contacting us or e-mailing us at gauntlet@deeparmor.com

c. Your Consent

By using the Platform and/ or by providing your information, you consent to the collection and use of the information you disclose on the Platform in accordance with this Privacy Policy, including but not limited to your consent for sharing information as per this Privacy Policy.

d. Withdrawal of Consent

If you wish to withdraw your consent for processing your personal information, cancel your account, or request that we no longer use your personal information to provide you the service or access to our Platform, please contact us at details indicated in the contact clause (l) below. Please note, however, that your withdrawal of consent or cancellation of account may result in us not being able to provide you with our service or access to our Platform, or terminate any existing relationship that we may have with you.

e. Changes to this Privacy Policy

We may periodically revise this Privacy Policy to reflect changes in our operations, technological advancements, legal obligations, and other relevant factors. Should updates occur, we will modify the "effective date" at the top of the statement. In the event of a significant revision, we may notify you beforehand through methods such as website postings or direct communication. In cases where required by applicable law and feasible, we may seek your consent for these updates. We encourage you to regularly review this Privacy Statement to stay informed about how we collect, process, and share your Personal Data.

f. Updating Your Information

If you wish to amend or update your personal information, you may do so by emailing gauntlet@deeparmor.com with your request. A member of Our customer support team will be in touch regarding your request.

g. Children's Privacy

- (i) Protecting the privacy of young children is especially important. Our service is not available to persons under the age of 18 (eighteen) years and minors, and we do not knowingly collect personal information from minors without obtaining parental consent.
- (ii) If you are under 18 (eighteen) years of age, then please do not use or access the Our Services at any time or in any manner. If we learn that a person under 18

(eighteen) years of age has used or accessed the service or any personally identifiable information has been collected on the service from persons under 18 (eighteen) years of age, then we will take the appropriate steps to delete this information. If you are a parent or guardian and discover that your child under 18 (eighteen) years of age has obtained an account on or otherwise accessed the service, then you may alert us at gauntlet@deeparmor.com and request that we delete that child's personally identifiable information from our systems.

h. Indemnity

You agree to indemnify and hold us harmless from:

- (i) any actions, claims, demands, suits, damages, losses, penalties, interest and other charges and expenses (including legal fees and other dispute resolution costs) made by any third party due to or arising out of any violation of the terms of this Policy.
- (ii) any acts or deeds, including for any non-compliance or violation, of any applicable law, rules, regulations on your part.
- (iii) for fraud committed by you.

i. Governing Law and Dispute Resolution

In accordance with the IT Act and the rules thereunder, the name and the details of the Grievance Officer at Our company is provided below. You may;

- (i) request access to your Personal Information,
- (ii) report any grievances in relation to your Personal Information,
- (iii) any security breach in relation to your Personal Information; to the:
Grievance Officer: Sumanth Naropanth (CEO)
Email: security@deeparmor.com

This Privacy Policy shall be governed by and construed in accordance with the laws of India and subject to the provisions of arbitration set out herein, the courts at Bangalore, India shall have exclusive jurisdiction in relation to any Disputes (defined below) arising out of or in connection with this Privacy Policy.

Any adverse action, dispute or difference arising under or relating to this Policy ("Dispute") shall at the first instance be resolved through good faith negotiations between the parties hereto, which negotiations shall begin promptly, within 15 (fifteen) days after a party has delivered to the other party a written request for such negotiations. If the parties are unable to resolve the Dispute in question within 15 (fifteen) days of the commencement of such negotiations, the Dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time and rules prescribed thereunder. When any Dispute is under arbitration, except for the matters under dispute, We and you shall continue to exercise the remaining respective rights and fulfil the remaining respective obligations under this Policy.

The arbitration shall be conducted by a sole arbitrator appointed by Gauntlet and the seat and venue of arbitration shall be Bangalore, India.

The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

j. **Notices**

Notices or other communication required or permitted to be given to us shall be in writing and delivered personally, or by registered post acknowledgement due, or by internationally recognized courier service, or by legible fax addressed to Our address set out below, or to such other address or fax number as we may from time to time notify to you to us:

Address: Milwaukee - Unit 101, 40 Promenade Road, Sindhi Colony Pulikeshi Nagar, India, Karnataka, Bengaluru - 560005.

Attention of: Sumanth Naropanth

Contact No: Email: info@deeparmor.com

k. **Waiver**

No failure or delay in exercising any right, power or remedy, by us under this Policy shall operate as a waiver thereof. No single or partial exercise of any right, power or remedy under this Policy by us shall preclude any further exercise thereof or the exercise of any other right, power or remedy by us.