

TERMS OF USE OF SOFTWARE

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “**You**” or “**Your**”) AND GAUNTLET (POWERED BY DEEP ARMOR TECHNOLOGIES PRIVATE LIMITED) GOVERNING YOUR USE OF SOFTWARE AS A SERVICE.

Gauntlet (hereinafter referred to as “**Gauntlet**” or “**Software**”), is a software owned and operated by Deep Armor Technologies Private Limited, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Milwaukee - Unit 101, 40 Promenade Road, Sindhi Colony Pulikeshi Nagar, India, Karnataka, Bengaluru - 560005 (hereinafter referred to as the “**Company**”, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns).

This legal agreement is an electronic record in terms of Indian Information Technology Act, 2000 and rules there under as applicable and the amended provisions about electronic records in various statutes as amended by the Indian Information Technology Act, 2000.

This legal document is published following the provisions of Rule 3 (1) of the Indian Information Technology (Intermediaries guidelines) Rules, 2011 and Rule 4 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 of Information Technology Act, 2000 amended through Information Technology Amendment Act, 2008 that require publishing the Terms of Services and practices for access or usage of the Website.

The creator of this Terms ensures a steady commitment to your use of the Software in the manner mentioned herein below. This Terms contain information, and terms and conditions of use of the Software: <https://www.deeparmor.com/gauntlet> /and the services provided via Our website/ Platform (hereinafter referred to as the “**Platform**”).

This electronic record is generated by a computer system and does not require any physical or digital signatures. Accessing, browsing or otherwise using the Software indicates your acceptance of all the Terms (defined hereinafter). Please read these Terms (defined hereinafter) of use carefully before proceeding. You declare your willingness to abide and be bound by these Terms (defined hereinafter) of use through your use of the Software. These terms of use shall be enforceable in the same manner as any other written agreement. If you do not agree with the terms of use, please do not access this platform for any services.

1. Definition

- For the purpose of these Terms of Use (“**Terms**”), wherever the context so requires,
- 1.1. “**Account**” shall mean the account created by You with the Company to avail services of the Company.
 - 1.2. “**We**”, “**Our**”, and “**Us**” shall mean and refer to the website and/or the Company, as the context so requires.
 - 1.3. “**You**”, “**Your**”, “**Yourself**”, “**User**”, shall mean and refer to natural and legal Users who use the Platform and who are competent to enter into binding contracts.
 - 1.4. “**Third Parties**” refer to any platform, company or individual apart from the User, and the creator of this Platform.

- 1.5. **“Platform”** refers to the Website/Domain created by the Company for providing the Software and Services of the Company.
- 1.6. **“Security Report” and “Company Report”** shall refer to the service provided by the Company, that is to identify, analyze and report regarding the security of Your cloud environment
- 1.7. **“Services”** shall mean the value-added features and cybersecurity capabilities offered by the Company via the Platform.

2. **General Terms**

- 2.1. The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.
- 2.2. The use of this Platform by the Users is solely governed by these Terms as well as the Privacy Policy (**“Policy”**): <https://www.deeparmor.com/gauntlet/privacy>, and any modifications or amendments made thereto by the Company, from time to time, at its sole discretion. If You continue to access and use this Platform, You are agreeing to comply with, and be bound by these Terms and Our Privacy Policy. The User expressly agrees and acknowledges that these Terms and Policy are co-terminus in nature and that expiry/termination of either one will lead to the termination of the other.
- 2.3. The User unequivocally agrees that these Terms and the aforementioned Policy constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any Services or Software that is provided by the Platform, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User and that the User's act of visiting any part of the Platform constitutes the User's full and final acceptance of these Terms and the aforementioned Policy.
- 2.4. The Company reserves the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. If the User does not adhere to the changes, they must stop using the Software and Services at once. Their continuous use of the Services will signify Your acceptance of the changed terms.

3. **Scope of Services**

- 3.1. The Platform provides for three types of subscriptions: Essential, Prime, and Ultimate. Upon expressing interest in subscribing to the Software, You will receive a tailored proposal with quotations based on Your needs. Upon mutual agreement, You will sign and submit the proposal. These Terms and the proposal shall be read together to give full effect to the understanding between the User and the Company. In the event there is conflict between the Proposal and these Terms, these Terms shall prevail. Deep Armor then proceeds to deploy Your account on the Platform, and initiates a one-time Cloud environment onboarding process. Throughout the Gauntlet subscription period, Your cloud environment undergoes regular scanning at Your preferred frequency and dictated by the subscription type you have purchased.

- 3.2. Gauntlet subscription services;
 - 3.2.1. Cloud security is a shared responsibility; while the Platform ensures a secure infrastructure, You must also prioritize security within Your cloud environments.
 - 3.2.2. Gauntlet will assist You by identifying and reporting issues based on multiple industry standards and the Company's security expertise. To aid in this effort, Gauntlet provides You with a comprehensive dashboard offering insightful information into Your cloud's security posture. The detailed dashboard furnishes informative statistics through various graphs, aiding in issue prioritization and decision-making. Additionally, a comprehensive checklist assists You in effectively securing Your cloud environments.
 - 3.2.3. Gauntlet will facilitate regulatory compliance for You, simplifying the auditing process by providing compliance reports generated within the Platform.
 - 3.2.4. Gauntlet will assist You in promptly rectifying issues through remediation steps and proactive email notifications, particularly regarding critical vulnerabilities.
- 3.3. By providing valuable insights into Your cloud environments, the Software empowers You to confidently maintain data security. This ensures that You can utilize cloud services while reducing the likelihood of potential data breaches, thereby enhancing Your overall cloud security posture.

4. Registration

- 4.1. When You register on the Platform, You will be asked to provide the Company with certain information including, without limitation, a valid email address. In addition to the Policy, You understand and agree that the Company may disclose to Third Parties, on an anonymous basis, certain aggregate information contained in Your registration application. The Company will not disclose to anyone any information disclosed by You without Your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant.
- 4.2. You are responsible for maintaining the confidentiality of Your account access information and passwords. You shall be responsible for all uses of Your Web Site registrations and passwords, whether or not authorized by You. You are not authorized to share Your password or other account access information with any other party, temporarily or permanently, and breach of this obligation may be tantamount to disabling the Gauntlet Account and Services. You agree to immediately notify the Company of any unauthorized use of Your Account, and passwords.

5. Eligibility

- 5.1. The User represents and warrants that they are competent and eligible to enter into legally binding agreements and are of majority age as per the local laws of the Country. If the User is operating out of and that they have the requisite authority to bind themselves to these Terms under the law.

6. Payment Terms

- 6.1. The User shall make the payments to avail the subscription Services and the software to the Company's bank account within 30 days of invoicing. It is expected that the User shall contact the third-party payment gateway and/or the bank for any payment related issues. The collection and usage of payment related information is governed by the policies of the payment gateway provider.

7. **User Content**

- 7.1. The User shall provide information regarding its cloud resources. This shall include a number of resources within Your cloud resource configurations, and account IDs.
- 7.2. The Company however, shall not collect actual company data stored within these resources

8. **Indemnity**

- 8.1. The Users of this Platform agree to indemnify, defend and hold harmless the Company/Platform, and their respective partners, officers, employees and agents (collectively, "Parties"), from and against any losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us that arise out of, result from, or maybe payable by, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed according to these terms of use. Further, the User agrees to hold the Company/Platform harmless against any claims made by any Third Party due to, or arising out of, or in connection with:
- 8.1.1. User's use of the Platform,
- 8.1.2. User's violation of these Terms;
- 8.1.3. User's violation of any rights of another;
- 8.1.4. Any activity related to Your account, be it by You or by any other person accessing Your account with or without Your consent unless such activity was caused by the act or default of the Company.
- 8.1.5. User's alleged improper conduct according to these Terms;
- 8.1.6. User's conduct in connection with the Platform;
- 8.2. User agrees to fully cooperate in indemnifying the Company and the Platform at the User's expense. The User also agrees not to settle with any Party without the consent of the Company.
- 8.3. In no event shall the Company/Platform be liable to compensate the User or any Third Party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of business or profits, whether or not foreseeable, and whether or not the Company/ Platform had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortuous action, or any other claim arising out of or in connection with the User's use of or access to the Platform and/or the Services or materials contained therein.

9. **Limitation of Liability**

- 9.1. The Company/Platform are not responsible for any consequences arising out of the following events:
- 9.1.1. If the Platform is inoperative/non-responsive due to any connectivity errors associated with the internet connection such as but not limited to slow connectivity, no connectivity, server failure.
- 9.1.2. If the User has fed incorrect information or data or for any deletion of data;
- 9.1.3. If there is an undue delay or inability to communicate through email;
- 9.1.4. If there is any deficiency or defect in the Services provided by Us;

- 9.1.5. If there is a failure in the functioning of any other service provided by the Platform.
- 9.2. The Platform accepts no liability for any errors or omissions, on behalf of itself, or for any damage caused to the User, the User's belongings, or to any Third Party, resulting from the use or misuse of the Platform or any service availed of by the User through the Platform. The service and any content or material displayed on the Platform is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability. The Platform will not be liable to You for the unavailability or failure of the Platform.
- 9.3. Users are to comply with all laws applicable to them or their activities, and with all policies, which are hereby incorporated into this Agreement by reference.
- 9.4. The Platform expressly excludes any liability for any loss or damage that was not reasonably foreseeable by the Platform and which is incurred by You in connection with the Platform, including loss of profits; and any loss or damage incurred by You as a result of Your breach of these Terms. In any event, the maximum liability of the Company in connection with the Company site or use of Company content, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), will not exceed Rs. 20,000 (Rupees Twenty Thousand Only).
- 9.5. The Platform shall not be liable to You or any other Party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that Your sole and exclusive remedy for any dispute with us is to terminate Your use of the Platform.

10. Term and Termination

- 10.1. These Terms shall continue to form a valid and binding contract between the Parties and shall continue to be in full force and effect until the User continues to access and use the Software, Services and the Platform.
- 10.2. The Company may terminate these Terms without notice and/or suspend or terminate a User's access to the Platform at any time and for any reason, if any discrepancy or legal issue arises.
- 10.3. Such suspension or termination shall not limit Our right to take any other action against You that the Company considers appropriate.
- 10.4. The Company and its members reserve the right, in its sole discretion, to unilaterally terminate the User's access to the Services, or any portion thereof, at any time, without notice or cause.
- 10.5. The User shall continue to be bound by these Terms, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms till the expiry of the same.

10.6. In the event of termination of the engagement with the User, the User shall pay all the amounts that are due and payable within 3 days from the termination of this Agreement.

11. User Obligations and Formal Undertakings as to Conduct

11.1. The User agrees and acknowledges that they are a restricted User of this Platform and that they:

11.1.1. Understand and acknowledge that the data submitted is manually entered into the database of the Platform. The User also acknowledges the fact that data so entered into the database is for easy and ready reference for the User, and to streamline the Services through the Platform.

11.1.2. Authorize the Platform to use, store or otherwise process certain personal information and all published Content, client responses, client locations, User comments, reviews and ratings for personalization of Services, marketing and promotional purposes and for optimisation of User-related options and Services.

11.1.3. Understand and agree that, to the fullest extent permissible by law, the Platform/Company and their successors and assigns, or any of their affiliates or their respective officers, directors, employees, agents, licensors, representatives, operational service providers, advertisers or suppliers shall not be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from the use of the Platform or this terms of use, including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages.

11.1.4. Are bound not to cut, copy, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information obtained from the Platform. Any such use/limited use of the Platform will only be allowed with the prior express written permission of the Company.

11.1.5. Agree not to access (or attempt to access) the Platform and/or the materials or Services by any means other than through the interface provided by the Platform. The use of deep-link, robot, spider or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any content, or to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform will lead to suspension or termination of the User's access to the Platform. The User acknowledges and agrees that by accessing or using the Platform or any of the Services provided therein, it may be exposed to content that it may consider offensive, indecent or otherwise objectionable. The Company disclaims any liabilities arising concerning such offensive content on the Platform.

11.2. The User further undertakes not to:

11.2.1. Engage in any activity that interferes with or disrupts access to the Platform or the Services provided therein (or the servers and networks which are connected to the Platform);

- 11.2.2. Impersonate any person or entity, or falsely state or otherwise misrepresent his/her affiliation with a person or entity;
- 11.2.3. Probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. The User may not reverse look-up, trace or seek to trace any information relating to any other User of, or visitor to, the Platform, or any other viewer of the Platform, including any User account maintained on the Platform not operated/managed by the User, or exploit the Platform or information made available or offered by or through the Platform, in any manner;
- 11.2.4. Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked Platforms;
- 11.2.5. Use the Platform or any material or content therein for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Platform or any other Third Party (s);
- 11.2.6. Violate any code of conduct or guideline which may apply for or to any particular service offered on the Platform;
- 11.2.7. Violate any applicable laws, rules or regulations currently in force within or outside India;
- 11.2.8. Violate any portion of these Terms or the Privacy Policy, including but not limited to any applicable additional terms of the Platform contained herein or elsewhere, whether made by amendment, modification, or otherwise;
- 11.2.9. Commit any act that causes the Company to lose (in whole or in part) the Services of its Internet Establishment ("ISP") or in any manner disrupts the Services of any other supplier/service provider of the Company/Platform;
- 11.3. Further:
 - 11.3.1. The User hereby expressly authorizes the Company/Platform to disclose any and all information relating to the User in the possession of the Company/Platform to law enforcement or other government officials, as the Company may in its sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that involve personal injury and theft/infringement of intellectual property. The User further understands that the Company/Platform might be directed to disclose any information (including the identity of persons providing information or materials on the Platform) as necessary to satisfy any judicial Order, law, regulation or valid governmental request.
 - 11.3.2. The User agrees to use the Services provided by the Company, its affiliates, consultants and contracted companies, for lawful purposes only.
 - 11.3.3. The User agrees to provide authentic and true information so that the Company may appropriately carry out the Services using the Software. The Company reserves the right to confirm and validate the information and other details provided by the User at any point of time. If upon confirmation such User details are found to be false, not to be true (wholly or partly), the Company shall in its sole discretion reject the registration and debar the User from using the Services available on the Platform without prior intimation whatsoever.

11.3.4. The User must be 18 years of age or older to visit or use Platform in any manner. By visiting the Platform or accepting these Terms of Use, the User represents and warrants to the Company that he is 18 years of age or older, and that You have the right, authority and capacity to use the Platform and agree to and abide by these Terms of Use.

12. Links to Third Party Websites

12.1. The Platform may contain links to Third Party Web sites. These links are provided solely as a convenience to You and not as an endorsement by Platform of the contents on such third-party websites. Platform is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such Third Party websites. If You decide to access linked third-party websites, You do so at Your own risk.

13. Suspension of User Access and Activity

13.1. Notwithstanding other legal remedies that may be available, the Company may in its sole discretion, limit the User's access and/or activity by immediately removing the User's access credentials either temporarily or indefinitely, or suspend/terminate the User's association with the Platform, and/or refuse to the usage of the Platform to the User, without being required to provide the User with notice or cause:

13.1.1. If the User is in breach any of these Terms;

13.1.2. If the User has provided wrong, inaccurate, incomplete or incorrect information;

13.1.3. If the User's actions may cause any harm, damage or loss to the other Users or the Company, at the sole discretion of the Company.

14. Intellectual Property Rights

14.1. Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use any of the Platform's trade names, trademarks, service marks, logos, domain names, information, designs, reports and other distinctive brand features. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Platform and other distinctive brand features of the Platform are the property of the Company or the respective copyright or trademark owner. Furthermore, concerning the Platform created by the Company, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Platform and shall be the sole and exclusive owner of all the rights in designs, trademarks and other intellectual property rights applicable to the Software developed or manufactured by it.

14.2. The User may not use any of the intellectual property displayed on the Platform, including the Security Report, in any manner that is likely to cause confusion among existing or prospective Users of the Platform, or that in any manner disparages or discredits the Company/Platform, to be determined in the sole discretion of the Company.

- 14.3. The User is aware that all intellectual property, including but not limited to copyrights, relating to said Services resides with the Company, and that at no point does any such intellectual property stand transferred from the Company to any other User. The User is aware that the Company merely provides a platform through which the Users can access the information regarding the Company.
- 14.4. The User is further aware that any reproduction or infringement of the intellectual property of the Company by the User will result in legal action being initiated against the User by the Company. It is agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

15. Disclaimers of Warranties and Liabilities

- 15.1. The company does not warrant that any Company site will operate error-free or that any Company site and its servers are free of computer viruses or other harmful mechanisms. If Your use of any Company site or the Company content results in the need for servicing or replacing equipment or data, the Company is not responsible for those costs. The Company sites and Company content are provided on an "as is" basis without any warranties of any kind. The Company, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the warranty of merchantability, fitness for particular purpose and non-infringement. Company makes no warranties about the accuracy, reliability, completeness, or timeliness of the content, services, software, text, graphics, and links provided by the Company.
- 15.2. The User agrees and undertakes that they are accessing the Platform at their sole risk and that they are using their best and prudent judgment before availing any service listed on the Platform or accessing/using any information displayed thereon.
- 15.3. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

16. Disclaimer of Consequential Damages

To the fullest extent possible by law, in no event shall the Company or any Third Parties mentioned on any Company site be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data, lost employment opportunity or business interruption) resulting from the use or inability to use any Company site and the Company content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Company is advised of the possibility of such damages.

17. Force Majeure

Neither the Company nor the Platform shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause

beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, pandemic and its impact, riot, fire, festive activities, sabotage, labour shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

18. Dispute Resolution and Jurisdiction

- 18.1. It is expressly agreed to by the Parties hereto that the formation, interpretation, and performance of these Terms and any disputes arising therefrom will be resolved through a two-step Alternate Dispute Resolution (“ADR”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.
- 18.2. **Mediation:** In case of any dispute between the Parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of all Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to any other Party, the dispute will be resolved by arbitration, as detailed hereinbelow.
- 18.3. **Arbitration:** In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and its corresponding Rules, as amended from time to time. The Arbitration shall be conducted by a sole arbitrator to be appointed by Us and the award passed by such sole arbitrator will be valid and binding on all Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat and venue of Arbitration shall be the city of Bangalore, Karnataka, India.
- 18.4. The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules, and regulations of India.

19. Grievances

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the User by;

By Post/Mail: **Milwaukee - Unit 101, 40 Promenade Road, Sindhi Colony Pulikeshi Nagar, Bengaluru - 560005, Karnataka, India**

By Email: **info@deeparmor.com**

20. Miscellaneous

20.1. No Resale or Unauthorised Commercial Use

You agree not to resell or assign Your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of any Company Site.

- 20.2. **Entire Agreement:** These Terms, read with the Policy, form the complete and final contract between the User and the Company with respect to the subject matter of

accessing and using the Services provided by the Company vide the Platform and supersedes all other communications, representations, and agreements (whether oral, written or otherwise) relating thereto.

- 20.3. **Waiver:** The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either Party of any breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms.
- 20.4. **Severability:** If any provision/clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.
- 20.5. **Contact Us:** If You have any questions about this Agreement, the practices of the Platform, or Your experience with the Services, You can contact Us at gauntlet@deeparmor.com