

This is a legal agreement between you and Data Resolve Technologies Private Limited, a company incorporated in India and having its registered office at

Data Resolve Technologies Pvt. Ltd.  
Level 2/F, Elegance Tower,  
Jasola, Mathura Road,  
New Delhi, INDIA, PIN 110025

and its subsidiaries ("Data Resolve"). Data Resolve is the owner of accompanying inDefend (Business in-Cloud, Business in-Premise and Lite in-Premise) and this Agreement lays down the terms and conditions upon which Data Resolve offers to license inDefend together with accompanying items including but not limited to, the executable programs, drivers, libraries and data files associated with such programs and all related documentation (collectively, "inDefend").

### **1.Scope of Agreement**

If you are installing inDefend merely for the purpose of evaluating the performance of the same, inDefend will consist of an evaluation version of inDefend. Else, inDefend comprises of a server component ("inDefend Server Software") which is to be installed on a server and a client component ("inDefend Client Agent Software"), which is to be installed on each computer, server or such like device, which is need endpoint device control, browser control and application control.

If you are installing the evaluation version of inDefend on one of your computers or such like devices to evaluate the performance of inDefend, this Agreement applies to the installation and/or use of the evaluation version of inDefend on that particular computer or device.

If you are installing inDefend Server Software on one of your servers, this Agreement applies to the installation and / or use of inDefend Server Software on that particular server.

If you are installing inDefend Client Agent Software on one of your computers or such like device which needs endpoint device control, browser control and application control, this Agreement applies to the installation and / or use of inDefend Client Agent Software on that particular computer / device.

While installing inDefend, you must ensure that you have legal authority of such computers or like devices on which inDefend is installing.

Data Resolve's recommends while installing inDefend client on computers or such like devices, the client shall inform about installation of inDefend to its employees or agents or other person specifically authorized by client to use such computers or devices.

## **2. Grant of License**

2.1 If you are installing and / or using the evaluation version of inDefend, subject to the terms and conditions of this Agreement, the Licensor grants to you a non-exclusive, non-transferable and limited right to use the evaluation version of inDefend in binary object code form, for trial and evaluation of the performance of inDefend. This license is valid for a maximum period of seven (7) days from the installation of the evaluation version of inDefend, ("Evaluation Period"). If you want to use the evaluation version beyond the Evaluation Period or if you want to use inDefend for endpoint protection, you have to purchase licenses for the same in accordance with the terms of this Agreement. If you do not purchase licenses to use inDefend (any version) beyond the Evaluation Period, you should stop using inDefend and / or its functionality and delete all the copies of inDefend including the evaluation version installed in your computer/s forthwith on the expiry of the Evaluation Period. Subsequent downloads of the evaluation version of inDefend by or for you does not extend, renew or otherwise restart the term of the license for the evaluation version granted herein.

If you are installing inDefend Server Software or inDefend Client Agent Software, subject to the terms of this Agreement, Data Resolve hereby grants you a limited, non-exclusive, non-transferable license to download, install and use inDefend Server Software / inDefend Client Agent Software, as the case may be, for the sole purpose of using the endpoint security applications and any other applications explicitly provided by Data Resolve from time to time solely for your internal business purposes.

2.2 As it is the purpose of inDefend to create cyber intelligence reports based on data transfer within and outside your computer network, inDefend will upload certain processed information from user's computers to cloud.indefend.com website. This may include identification information,

emails, chats, usb storage device activities, websites visited, files uploaded to internet, activity of applications connecting to internet, computer screenshots, date and time. The Software will NOT upload keys pressed, webcam pictures, mouse and keyboard activity level.

2.3 The grant of license of inDefend is only for the businesses with their registered office in India unless approved by Data Resolve.

### **3.Restrictions on Use**

You may only install and use one copy of inDefend on one server or computer system, as the case may be.

You may not use inDefend beyond the period for which you have obtained a license. You may install or use inDefend only on such number of machines for which you have obtained licenses.

You shall not or permit any other to transmit all or any portion of inDefend through any network or communication line.

The rights under this Agreement are personal to you and the functionality of inDefend may be used only by your employees, agents or others specifically authorized by you for managing endpoint protection and you may not sub-license or transfer in any manner whatsoever any of your rights under this Agreement or allow any third party's endpoints to be protected using inDefend.

You may not modify any portion of inDefend or merge or integrate any portion of inDefend into/with any other program.

You may not translate, decompile, disassemble or reverse engineer inDefend or do anything to obtain underlying information that is not visible to the user in connection with normal use of inDefend.

You may not display inDefend's object code on any computer screen or make any hardcopy memory dump of inDefend's object code.

You may not remove, alter or conceal any copyright or other intellectual property notices from any copy of inDefend or any of written materials, if any, accompanying it.

#### **4.Ownership of inDefend**

inDefend is not sold to you. You are merely granted a license to use the Software in accordance with the terms of this Agreement. Data Resolve reserves all rights (including all title and intellectual property rights) not specifically granted to you by this Agreement.

#### **5.Warranty & Disclaimer**

Data Resolve WARRANTS THAT IT HOLDS ALL RIGHT, TITLE AND INTEREST IN AND TO inDefend OR THAT IT IS OTHERWISE ENTITLED TO PROVIDE inDefend TO YOU ON THE TERMS CONTAINED HEREIN.

Data Resolve WARRANTS THAT inDefend, WHEN IT IS DELIVERED TO YOU, IS FREE OF VIRUSES, TROJAN HORSES, WORMS AND OTHER SIMILAR DESTRUCTIVE OR DISABLING CODE.

THE ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY Data Resolve. inDefend IS PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK.

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#### **6.Limitation of Liability**

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL Data Resolve BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION OR DATA) WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE ARISING OUT

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NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, Data Resolve's AGGREGATE LIABILITY OR DAMAGES TO YOU OR TO ANY OTHER PERSON SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO USE inDefend REGARDLESS OF THE FORM OF THE CLAIMS.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, Data Resolve SHALL NOT BE LIABLE WHERE inDefend IS INSTALLED ON ANY DEVICE AND MONITORING ACTIVITIES ON SUCH DEVICES WITHOUT KNOWLEDGE OF THE EMPLOYEES OR AGENTS OR OTHER SPECIFICALLY AUTHORIZED BY YOU, USING SUCH DEVICE. ANY OR ALL LIABILITIES ARISES IN SUCH CASE, THE CLIENT WILL BE SOLELY LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND INDEMNIFIES Data Resolve.

## **7.Indemnity**

If you use or distribute inDefend in violation of this Agreement, you hereby agree to indemnify, hold harmless and defend Data Resolve from and against any and all claims or lawsuits, including attorney's fees and costs that arise, result from or are connected with the said use or distribution of inDefend in violation of this Agreement.

## **8.Right to Collect Information**

inDefend contains programs that collect data about your use of the Software. You agree that Data Resolve may collect such data about your use of inDefend and that the data collected through such programs may be used by Data Resolve to monitor your compliance with the terms of this Agreement, to provide you with support services and/or to improve inDefend. You agree that you will not prevent or in any manner restrict the right of Data Resolve to collect such data about your use of inDefend. Despite of above data, Data Resolve does not collect or restore any organizational information or data generated by inDefend.

## **9.Support Services**

Notwithstanding anything contained anywhere in this Agreement, Data Resolve shall not be responsible to you for the maintenance or for the provision of support services for inDefend under this Agreement.

### **10.Third Party Software**

Portions of inDefend include software with open source licenses from third parties that govern the use of those portions. Nothing contained herein limits the rights and obligations you may have under such open source licenses. However, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to inDefend as a whole. For details of the open source software included in the Software and the terms of the license for the same, please refer <<http://dataresolve.com/license-of-open-source-components-bundled-with-indefend/>>

### **11.Governing Law & Jurisdiction**

This Agreement is governed by the laws of the Republic of India. You agree that any dispute between the parties arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be submitted exclusively to the competent courts located at Delhi, India to the exclusion of any other court that may have jurisdiction in the matter.

### **12.Severability**

If any part of this License Agreement is found illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this License Agreement shall be interpreted so as to reasonably effect the intention of the parties.

### **13.Force Majeure**

You agree not to hold Data Resolve responsible for any cessation, interruption or delay in the operation of the Software or performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God or the public enemy, war, armed conflict, terrorist action, strike, lockout, boycott, riot, release of hazardous or toxic substances, explosion, accident, or any other causes whether or not of the same class or kind as those specifically above named, which are not within the reasonable control of a party.

### **14.General**

This Agreement is binding on you as well as your employees, contractors, agents and any person who uses the computer / device on which inDefend is installed. This Agreement is also binding on your successors and assignees. This Agreement is the entire agreement between us and supersedes all previous agreements, arrangements, understandings or representations (including advertisement) relating to the subject matter hereof. If any provision of this Agreement is deemed invalid or unenforceable that particular

provision will be deemed modified to the extent necessary to make the provision valid and enforceable and the remaining provisions will remain in full force and effect. Any failure or delay by a party to exercise any right or remedy under this Agreement shall not operate as a waiver of that right or remedy.

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