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- *Trademark Information*
- *Ownership of Materials*
- *Software and Documentation Information*
- *Enforcement of Intellectual Property Rights*
- *Terms and Conditions for Penetration Testing*
- *Terms and Conditions for Web Application Security Audit for Website*
- *Terms and Conditions for Issuing Clearance Certificate for Website Hosting*
- *Feedback and Information*
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## **Software and Documentation Information**

### **1. Documentation**

SecBytes provides documentation. The documentation is often available to view on the SecBytes Web site. Any person is hereby authorized to: a) store this documentation on a single computer for personal use only and b) print copies of documentation for personal use only, provided that the documentation contains SecBytes copyright notice.

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## **Enforcement of Intellectual Property Rights**

C-DAC actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

## Terms & Conditions for Penetration Testing

This proposal for penetration testing for information systems security is subject to following terms and conditions:

1. SecBytes agrees and undertakes penetration testing of Client's information systems security on a belief that the client fully and absolutely owns the system for which SecBytes services has been engaged.
2. SecBytes undertakes that all or any tasks related to penetration testing either directly or indirectly shall be performed by SecBytes with the belief that there are no ongoing legal cases, or investigation proceedings pending against the client before any competent authority, Forum, Tribunal and/or Court pertaining to computer, cyber or information technology/security crimes.
3. Client understands that SecBytes and its Directors, Officers and other employees (individually and collectively) are merely performing a role that of an independent third party to test (penetration testing) the Client's information systems security with the express knowledge and consent of the appropriate official/s of the Client for ensuring adequacy of the Client's information systems security.
4. Client undertakes to issue an authorization letter, authorizing SecBytes and its officers and employees to undertake penetration testing of its information systems.
5. Client understands that the any penetration testing to determine adequacy of information system security will only be reasonable measure of vulnerabilities and as per the already established industry standards.
6. SecBytes advises that the Client must not rely solely on SecBytes report on the findings of the penetration exercise to review and address the shortcomings in its information systems security.
7. SecBytes shall take all reasonable precautions while undertaking penetration testing and the scope of the exercise shall be limited to the mutually agreed parameters/vulnerable areas of the information systems.
8. SecBytes warrants that all Services provided hereunder will be performed in accordance with the highest professional standards demanded by the Information Technology industry.
9. **DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS & CONDITIONS 'SECBYTES' HEREBY EXPRESSLY DISCLAIMS, ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, OR OTHERWISE), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, WITH RESPECT TO ITS PERFORMANCE OR ANY**

MATERIALS PROVIDED TO THE CLIENT HEREUNDER, AND THE ENTIRE RISK AS TO SECBYTES PERFORMANCE AND ANY SUCH MATERIALS PROVIDED TO THE CLIENT (OTHER THAN FOR BREACH OF THE EXPRESS TERMS OF THESE TERMS & CONDITIONS) IS ASSUMED BY THE CLIENT.

10. Client will indemnify, defend and hold SecBytes and its directors, officers and employees (collectively SecBytes Indemnitees”) harmless from and against any threat, action, cause of action, suit, proceeding, claim, or demand of any third party that arises from or relates to a breach of Client’s obligations. Client will also indemnify and hold the SecBytes indemnities harmless from all Losses. “Losses” means damages, obligations, liabilities, harm, injuries, judgments, fines, penalties, interest, assessments, costs, and expenses of any kind that arise out of or that are related to any claim under this clause, including reasonable professional fees (including attorneys’ fees and experts’ fees).
11. SecBytes would issue an appropriate penetration testing report for information systems security only after performing the prescribed penetration testing.
12. The penetration testing report issued by SecBytes shall be “date-and-time” specific, for the purpose of identifying the date and time, the said report has been issued to the Client. The “date-and-time” also recognizes that the said report is given as a result of security testing done as a snapshot in time and that any changes made to the computer network/system network configuration subsequently will render this certificate invalid.
13. Client agrees that the penetration testing report is not transferable to any third party without the express written consent of SecBytes.
14. The penetration testing report issued by SecBytes is not a legal instrument.
15. SecBytes shall preserve a copy of penetration testing report issued to a Client in an optical media for subsequent reference.
16. Terms and conditions as mentioned herein are also subject to Non-Disclosure Agreement, which the Parties (SecBytes and Client) have signed on \_\_\_\_\_
17. EXCEPT FOR AS OTHERWISE PROVIDED IN THIS AGREEMENT, in no event will SecBytes be liable to the Client for special, indirect or consequential damages relating to the obligations set forth hereunder.
18. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of these terms and conditions, the dispute shall be referred to arbitration under Arbitration and Conciliation Act of 1996 by a panel of three arbitrators; one (1) each nominated by the parties and the third chosen by the two (2) arbitrators nominated by the parties. The Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996. The Arbitration shall be held in Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator’s award shall be final and binding on the parties.

19. These terms & conditions will be governed by Indian laws. Subject to clause 18 above, the Courts of Delhi shall have exclusive jurisdiction to the extent the judicial intervention is permitted by the Arbitration and conciliation Act, 1996.

## **Terms & Conditions for Web Application Security Audit for Website**

This proposal for Web application security audit for website is subject to following terms and conditions:

1. SecBytes shall perform web application security audit for website on a belief that the client fully and absolutely owns the said website.
2. SecBytes undertakes the security audit with the belief that there are no ongoing legal cases, or investigation proceedings pending against the website before any competent authority, Forum, Tribunal and/or Court.
3. Client acknowledges and agrees that the security audit performed by SecBytes is based on the mutually agreed security audit features/standards.
4. SecBytes would issue an appropriate security audit certificate after performing the requisite security audit.
5. The security audit certificate issued by SecBytes shall not be seen as in any way endorsement of client's security policies/regulations/standards etc.
6. SecBytes warrants that all Services provided hereunder will be performed in accordance with the highest professional standards demanded by the Information Technology industry.
7. **DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS & CONDITIONS 'SECBYTES' HEREBY EXPRESSLY DISCLAIMS, ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, OR OTHERWISE), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, WITH RESPECT TO ITS PERFORMANCE OR ANY MATERIALS PROVIDED TO THE CLIENT HEREUNDER, AND THE ENTIRE RISK AS TO SECBYTES PERFORMANCE AND ANY SUCH MATERIALS PROVIDED TO THE CLIENT (OTHER THAN FOR BREACH OF THE EXPRESS TERMS OF THESE TERMS & CONDITIONS) IS ASSUMED BY THE CLIENT.**
8. Client will indemnify, defend and hold SecBytes and its directors, officers and employees (collectively SecBytes Indemnites") harmless from and against any threat, action, cause of action, suit, proceeding, claim, or demand of any third party that arises from or relates to a breach of Client's obligations. Client will also indemnify and hold the SecBytes Indemnities harmless from all Losses. "Losses" means damages, obligations, liabilities,

harm, injuries, judgments, fines, penalties, interest, assessments, costs, and expenses of any kind that arise out of or that are related to any claim under this clause, including reasonable professional fees (including attorneys' fees and experts' fees).

9. Client acknowledges and agrees that the security audit performed by SecBytes is based on the mutually agreed audit parameters.
10. The security clearance certificate issued by SecBytes shall be "date-and-time" specific primarily for the purpose of identifying the date and time, the said certificate has been issued. The "date-and-time" also recognizes that the said certificate is given as a result of security testing done as a snapshot in time and that any changes made to the website and/or any of its webpages subsequently will render this certificate invalid.
11. Client agrees that the security audit certificate is not transferable to any third party without the express written consent of SecBytes.
12. The security audit certificate issued by SecBytes is not a legal instrument.
13. SecBytes shall preserve a copy of security audit certificate issued to a Client in an appropriate media for subsequent reference.
14. Terms and conditions as mentioned herein are also subject to Non Disclosure Agreement, which the Parties (SecBytes and Client) have signed on \_\_\_\_\_
15. EXCEPT FOR AS OTHERWISE PROVIDED IN THIS AGREEMENT, in no event will SecBytes be liable to the Client for special, indirect or consequential damages relating to the obligations set forth here under.
16. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of these terms and conditions, the dispute shall be referred to arbitration under Arbitration and Conciliation Act of 1996 by a panel of three arbitrators; one (1) each nominated by the parties and the third chosen by the two (2) arbitrators nominated by the parties. The Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996. The Arbitration shall be held in Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.
17. These terms & conditions will be governed by Indian laws. Subject to clause 18 above, the Courts of Delhi shall have exclusive jurisdiction to the extent the judicial intervention is permitted by the Arbitration and Conciliation Act, 1996.

## **Terms & Conditions for Issuing Clearance Certificate for Website Hosting**

This proposal for issuance of clearance certificate for website hosting is subject to following terms and conditions:

1. SecBytes shall issue a website hosting clearance certificate on a belief that the client fully and absolutely owns the said website.
2. SecBytes undertakes that the hosting clearance certificate shall be released to the Client with the belief that there are no ongoing legal cases, or investigation proceedings pending against the website before any competent authority, Forum, Tribunal and/or Court.
3. SecBytes responsibility is limited to vulnerability testing of the client's website against mutually agreed parameters.
4. The hosting certificate shall not be seen as in any way endorsement of client's website, including but not limited to content, design, revenue model etc.
5. SecBytes has no means to check whether the website has infringed intellectual property rights, not limited to copyright, trademark right, design, patent, database right of any third party and hence shall not be held responsible for any or all such infringements.
6. SecBytes warrants that all Services provided hereunder will be performed in accordance with the highest professional standards demanded by the Information Technology industry.
7. **DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS & CONDITIONS 'SECBYTES' HEREBY EXPRESSLY DISCLAIMS, ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, OR OTHERWISE), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, WITH RESPECT TO ITS PERFORMANCE OR ANY MATERIALS PROVIDED TO THE CLIENT HEREUNDER, AND THE ENTIRE RISK AS TO SECBYTES'S PERFORMANCE AND ANY SUCH MATERIALS PROVIDED TO THE CLIENT (OTHER THAN FOR BREACH OF THE EXPRESS TERMS OF THESE TERMS & CONDITIONS) IS ASSUMED BY THE CLIENT.**
8. Client will indemnify, defend and hold SecBytes and its directors, officers and employees (collectively "SecBytes indemnities") harmless from and against any threat, action, cause of action, suit, proceeding, claim, or demand of any third party that arises from or relates to a breach of Client's obligations. Client will also indemnify and hold the SecBytes indemnities harmless from all Losses. "Losses" means damages, obligations, liabilities, harm, injuries, judgments, fines, penalties, interest, assessments, costs, and expenses of any kind that arise out of or that are related to any claim under this clause, including reasonable professional fees (including attorneys' fees and experts' fees).
9. Client acknowledges and agrees that the hosting clearance audit performed by SecBytes is based on the mutually agreed audit parameters.
10. SecBytes would issue an appropriate report documenting the findings from each security audit done on the web site. Based on the nature of findings, the client may decide to host the web site. However, in situations where the Client requires a hosting clearance

certificate for website hosting, such certificate shall be given only in cases where there are no adverse/non-conforming security findings (irrespective of the impact of such findings).

11. The hosting clearance certificate issued by SecBytes shall be “date-and-time” specific, for the purpose of identifying the date and time, the said certificate has been issued. The “date-and-time” also recognizes that the said certificate is given as a result of security testing done as a snapshot in time and that any changes made to the website and/or any of its webpages subsequently will render this certificate invalid
12. Client agrees that the clearance certificate is not transferable to any third party without the express written consent of SecBytes.
13. The hosting clearance certificate issued by SecBytes is not a legal instrument.
14. SecBytes shall preserve a copy of clearance certificate issued to a Client in an optical media for subsequent reference.
15. Terms and conditions as mentioned herein are also subject to Non-Disclosure Agreement, which the Parties (SecBytes and Client) have signed on \_\_\_\_\_
16. EXCEPT FOR AS OTHERWISE PROVIDED IN THIS AGREEMENT, in no event will SecBytes be liable to the Client for special, indirect or consequential damages relating to the obligations set forth hereunder.
17. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of these terms and conditions, the dispute shall be referred to arbitration under Arbitration and Conciliation Act of 1996 by a panel of three arbitrators; one (1) each nominated by the parties and the third chosen by the two (2) arbitrators nominated by the parties. The Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996. The Arbitration shall be held in Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator’s award shall be final and binding on the parties.
18. These terms & conditions will be governed by Indian laws. Subject to clause 17 above, the Courts of Delhi shall have exclusive jurisdiction to the extent the judicial intervention is permitted by the Arbitration and Conciliation Act, 1996.

## **Feedback and Information**

Any information and/or feedback you provide at this site shall be deemed to be non-confidential. SecBytes shall be free to use such information on an unrestricted basis. SecBytes will be free to copy, disclose, distribute, incorporate and otherwise use the submissions and all data, images, sound, text or other content embodied therein for any purposes it deems fit, commercial or noncommercial, without liability or compensation to any person or entity. (Also refer to SecBytes Privacy Policy.)



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(C) THE MATERIALS IN THE SITE;

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### **Updates**

SecBytes reserves the right to revise, change or modify these Terms at any time by updating this posting or by inserting legal notices located on particular pages at this Site. Please remember to visit this page from time to time to review any amendments to the above Terms and their effect



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