SankhyaSutra Labs' Acceptable Use Policy

Version 1.0
July 1, 2020

I. Introduction

SankhyaSutra Labs Limited (SSL) is committed to protecting its employees, partners, customers and the company from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to HPC cluster, computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of SSL. These systems are to be used for business purposes in serving the interests of the company, and of its clients and customers in the course of normal operations.

It is the responsibility of every system user to know these guidelines, and to conduct their activities accordingly.

II. Purpose and Scope

The purpose of this policy is to outline the acceptable use of computer equipment at SSL. These rules are in place to protect the employees, SSL, its customers and partners. Inappropriate use exposes SSL to risks including virus attacks, compromise of network systems and services, and legal issues.

This policy applies to employees, contractors, consultants, temporaries, and other workers at SSL, including all personnel affiliated with third parties. This policy also applies to its customers who use SSL's computing systems. This policy applies to all equipment that is owned or leased by SSL.

By logging into any SSL system / server / gateway / resource you signify acceptance of all the terms and conditions of this Policy.

III. Policy

III.A. General Use and Ownership

1. While SSL's network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of SSL, except when data is created by SSL's customers using SSL's resources on lease/rent (in which case ownership of data is determined by the individual agreement between SSL and the respective customer). Because of the need to protect SSL's network, management cannot guarantee the confidentiality of information stored on any network device belonging to SSL.

2. For security and network maintenance purposes, authorized individuals within SSL may monitor equipment, systems and network traffic at any time, per Sys-admin's Audit Procedures.

3. SSL reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

III.B. Security and Proprietary Information

1. Users should keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts.

III.C. Unacceptable Use

The following activities are, in general, prohibited. Users may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is a user authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing SSL-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

System and Network Activities

The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations,

including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use.

2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the end user does not have an active license is strictly prohibited.

3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws including laws of India, is illegal. Use of certain equipment may be subject to additional specific export control laws from specific countries. Use of HPC cluster is specifically subject to US export control regulations.

4. Introduction of malicious programs into the system, network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).

5. Revealing your account password to others or allowing use of your account by others.

6. Using an SSL computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.

7. Making fraudulent offers of products, items, or services originating from any SSL account.

8. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.

9. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the user is not an intended recipient or logging into a server or account that the user is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.

10. Port scanning or security scanning is expressly prohibited unless prior notification is made to Sys-admin department of SSL.

11. Executing any form of network monitoring which will intercept data not intended for the User's host.

12. Circumventing user authentication or security of any host, network or account.

13. Interfering with or denying service to any user other than the User's host (for example, denial of service attack).

14. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

Email and Communications Activities

1. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.

2. Unauthorized use, or forging, of email header information.

3. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.

4. Use of unsolicited email originating from within SSL's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by SSL or connected via SSL's network.

5. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

6. Represent oneself as another person while using emails or electronic messaging.

IV. Terms for use of HPC Cluster

This section deals with policies specific to the use of HPC cluster by SSL's customers.
SSL shall provide access for computing on the nodes of its HPC system to Customer's on mutually agreed usage-based payment basis (Service).

1. SSL will create a login account (Account) on the HPC System (System) for Customer, which should be used for accessing the system nodes.
2. Customer will use the System for its internal computation requirements only to be used by internal End Users (Customer's employees, students, agents and subcontractors performing work on its behalf)
3. Customer is responsible for all activities that occur under the Account, regardless of whether the activities are authorized by Customer or undertaken by Customer, End User or a third party, and (b) SSL is not responsible for unauthorized access to the Account.
4. Customer will ensure that its content and its and its End Users' use of its content or the use of System will not violate any of the Acceptable Use Policies or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of its content.
5. Customer is responsible for properly configuring and using the System and otherwise taking appropriate action to secure, protect and backup its accounts and

its content in a manner that will provide appropriate security and protection, which might include use of encryption to protect its content from unauthorized access and routinely archiving its content.

6. The Account and services on the System are for Customer's internal use only and it will not sell, transfer or sublicense them to any other entity or person, except that it may disclose its Account credentials to the End Users.

7. Customer will be deemed to have taken any action that it permit, assist or facilitate any person or entity to take related to the Service, its content or use of the Service. Customer is responsible for End Users' use of its content and the Service. It will ensure that all End Users comply with its obligations under these Terms & Conditions. If Customer becomes aware of any violation of its obligations hereunder by an End User, it will immediately suspend access to its content and the Service by such End User. SSL does not provide any support or services to End Users.

8. Neither Customer nor any End User will use the Service in any manner or for any purpose other than as expressly permitted by these Terms & Conditions. Neither Customer nor any End User will, or will attempt to (a) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (b) resell or sublicense the Service.

9. Customer shall not disclose the terms of the Service with any third party without express approval from SSL.

10. **Indemnification**
    I. Customer will defend, indemnify, and hold harmless SSL, and each of its employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third party claim concerning: (a) Customer's or any End Users' use of the Service (including any activities under the Account and use by Customer's employees and personnel); (b) breach of these Terms & Conditions or violation of any applicable law by Customer, End Users or its Content; or (c) a dispute between Customer and any End User. Customer will reimburse SSL for reasonable attorneys' fees, as well as SSL's employees' and contractors' time and materials spent responding to any third party summons or other compulsory legal order or process associated with third party claims described in (a) through (c) above.

    II. Intellectual Property
        i. Subject to the limitations in this Section 10, SSL will defend Customer and its personnel, employees, officers, and directors against any third-party claim alleging that the Service infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

ii.   Subject to the limitations in this Section 10, Customer will defend SSL, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Customer's Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

11. **<u>EXPORT COMPLIANCE</u>**

Customer acknowledges that the System is subject to the export control laws, rules, regulations, and restrictions of the United States of America including, without limitation, the United States Export Administration Regulation (EAR), as well as other applicable foreign agencies (the "Export Controls") and agrees to abide by the Export Controls. Customer hereby agrees to use the System and any Documentation related thereto in accordance with the Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the System or any Documentation related thereto or any copy, portion or direct product of the foregoing in violation of the Export Controls. Customer is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, sale, lease or transfer of the System or Documentation and for ensuring compliance with the requirements of such licenses or authorizations. Customer hereby agrees that it shall not export, re-export or otherwise transfer the System or Documentation to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of System or Documentation is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to a prohibited use as such may be defined in the Export Controls.

12. **<u>Disclaimers</u>**

THE SERVICE IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, SSL (A) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE

OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

13. **Liability & Limitations**

SSL WILL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, SSL WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER's INABILITY TO USE THE SERVICE, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF ANY AGREEMENT OR CUSTOMER's USE OF OR ACCESS TO THE SERVICE, (II) SSL's DISCONTINUATION OF ANY OR ALL OF THE SERVICE, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH ANY AGREEMENT OR ITS USE OF OR ACCESS TO THE SERVICE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER's CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 10 (II), SSL's AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT CUSTOMER ACTUALLY PAYS SSL UNDER ANY AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.

[END OF DOCUMENT]