Terms And Conditions

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into on this (Date) between;

The Client a company registered under Indian Companies Act, 1956 (hereinafter referred to as "The Client", which expression unless repugnant to the context or meaning thereof shall mean and include its successors, representatives, interests-in-title, permitted assigns and/or any affiliate directly or indirectly controlled as and when applicable); of the One Part.

Neuailes Global Technologies Pvt Ltd, registered under the Companies Act 1956 having its principal place of business at Block-15, Building No.30B, First Floor, Tilak Nagar, New Delhi-110018 (hereinafter referred to as **"Neuailes"** which expression unless repugnant to the context or meaning thereof shall mean and include its successors, representatives, interests-in-title, permitted assigns and/or any affiliate directly or indirectly controlled by as and when applicable) of the other Part.

WHEREAS:

The Client and Neuailes (together referred to as the "Parties" and individually as "Party") intend to engage in discussions and negotiations concerning the establishment of a business relationship between the Parties.

In the course of such discussions and negotiations, it is anticipated that each Party may disclose or deliver to the other certain of its trade secrets or confidential or proprietary information ("confidential Information" herein defined) which is either owned by it or its affiliates or third parties, for the purpose of enabling the other Party to evaluate the feasibility of such business relationship.

Client and Neuailes are executing this Agreement to specify the terms and conditions in respect of the use of the Confidential Information disclosed by the Parties to each other in their negotiations with each other to establish a business relationship.

IT IS AGREED:

1. "Confidential Information" includes, but is not limited to, all information and/or data which is obtained, whether in writing, pictorially, electronic, in machine readable form, orally or by observation during their visits, of a commercial, technical or financial nature relating to the Project, the Disclosing Party and/or its Associates which contains, amongst other matters, trade secrets, know-how, show-how, patents research, development or technical information, confidential and proprietary product or information, intellectual property right, business plans, operations or systems, financial and trading positions, details of customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of Disclosing Party and/or its Associates, marketing information, brochures, printed matter, rates and rate tables, contracts regardless of form, format or media including, without limitation, written, oral, or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items.

2. Upon receiving the Confidential Information, the Receiving Party shall keep in confidence and shall not disclose to any person or entity:
   a. *any of the Confidential Information disclosed by the Disclosing Party; or*
   b. *that discussions are taking place between the parties concerning the Project nor the status, terms, conditions or other facts concerning such discussions; or*
   c. *the identities of any of the parties by name or by any identifiable description in connection with the parties' participation in the Project*

3. Except as otherwise provided by the terms and conditions of this Agreement, the Receiving Party shall exercise the same degree of care to guard against disclosure or use of such information, as Receiving Party employs with respect to its own Confidential Information, but in any event, not less than reasonable care. The Receiving Party shall make the Confidential Information disclosed by the Disclosing Party available only to those of its employees, officers, directors, agents, advisors or any persons employed by the Receiving Party and/or involved in the Project having a "need to know" in order to carry out the purposes of this Agreement ("Authorised Person(s)").

4. Further, the Receiving Party shall not make any other use of the Confidential Information for its own benefit or that of any third party except for the purposes of the Project nor make unnecessary copies of the same without the prior written approval of the Disclosing Party.

5. The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same is:

   a. *In or enters the public domain, other than by breach of this Agreement; or*
   b. *Known to the Receiving Party on a non-confidential basis prior to disclosure pursuant to this Agreement; or*
   c. *Is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or*
   d. *Is required to be disclosed by law or order of a court of competent jurisdiction or otherwise pursuant to a legal proceeding or action or regulatory authority, provided that any such disclosure is limited to the extent required by applicable law, or order, subpoena, regulatory requirement, or litigation disclosure, and the Receiving Party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the Disclosing Party, at the expense of the Disclosing Party, in any effort made by the Disclosing Party to seek a protective order or other appropriate protection of its confidential information. The disclosing party in consultation with the other party shall disclose information only to an extend which is sought by the law or order of a court.*

6. Each party shall procure that each of its Authorized Person(s) to whom Confidential Information is disclosed strictly comply with the terms of this Agreement as if he was a party thereto, and shall take all steps available to it to enforce such obligations of confidentiality.

7. All written Confidential Information or any part thereof (including without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials as are in possession, power or control of the Receiving Party shall be

returned to the Disclosing Party or destroyed by the Receiving Party, when requested by the Disclosing Party. In the event of the destruction of the Confidential Information, the Receiving Party shall certify in writing to the Disclosing Party, within thirty (30) days, that such destruction has been accomplished. The Receiving Party shall make no further use of nor retain such Confidential Information in any form whatsoever.

8. Without prejudice to the generality of other clauses in this agreement, Parties unconditionally and irrevocably undertake not to:
   a. *in connection with its appraisal of the Confidential Information as provided herein or otherwise, make contact, directly or indirectly, whether by itself or through its Associates and/or Associated Person (s), with any customer, supplier, or with any other person connected with the other Party or any of its Associates without the other Party's prior written consent.*

9. The rights, powers and remedies provided in that Agreement is cumulative and do not exclude the rights or remedies provided at law and in equity independently of this Agreement.

10. The Parties agree and acknowledge that money damages are not a sufficient remedy for any breach of this Agreement by the breaching Party and that the non – breaching Party shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.

11. This Agreement shall be effective from the date herein and shall be valid for a period of 1 years. During the term of this Agreement, either party shall be entitled to terminate this Agreement upon giving the other party thirty (30) days prior written notice. The obligation to maintain the confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall survive 1 year from the expiry or termination of this Agreement.

12. The Disclosing Party does not warrant that the Confidential Information it is disclosing hereunder will meet the requirements of the Receiving Party or that such Confidential Information, when combined with other information or when used in a particular manner by the Receiving Party, will be sufficient or suitable for the Receiving Party's purposes. The Disclosing Party does not assume any responsibility or liability nor makes any representation or warranty whatsoever under this Agreement for any consequences of the use of the Confidential Information by the Receiving Party or its Authorized Person(s) or for its accuracy, completeness or sufficiency thereof. Accordingly, the Disclosing Party shall not have any liability or responsibility whatsoever for any errors or omissions in or any decision made by the Receiving Party in reliance on the Confidential Information. This Agreement shall create no obligation whatsoever on the Disclosing Party to disclose any particular kind or quantity of information to the Receiving Party.

13. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party will not develop for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

14. Notwithstanding what is contained herein, the Receiving Party shall not reverse – engineer, decompile, or disassemble any Confidential Information declared in computer readable or electronic form.

15. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment

to any contract which may exist between the Parties. Each party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other.

16. Nothing contained in this Agreement shall be deemed to grant, whether directly or by implication, any right, (whether by license or otherwise), under any patent(s), patent applications, copyrights or other intellectual property rights with respect to any Confidential Information. It is however agreed and understood between the Parties that the Receiving Party shall not be liable for any claim or liabilitieswhatsoever if any made by a third Party claiming or alleging breach of any intellectualproperty rights by the Receiving Party in connection with the use of Confidential Information by the Receiving Party under this Agreement.

17. This Agreement contains the entire understanding between the parties with respect to the safeguarding of the said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of all the parties. Once Parties have accomplished the purpose for which Confidential Information was disclosed by one Party to the other, the Parties will discuss, agree and sign a definitive agreement for business cooperation and in such an even this agreement shall stand replaced by the definitive agreement.

18. This non-disclosure agreement shall remain valid and obligatory on both the parties for a period of 12 months from the date of expiry / termination of the formal contract or any other such agreement executed prior between the parties.

19. This Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of India and the parties shall submit to the exclusive jurisdiction of the courts of law at New Delhi.

20. This Agreement may be amended or modified only with the mutual written consent of the Parties.

21. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by either party.

22. If any dispute, difference, claim or question shall arise between the parties hereto in any matter touching these presents or any claim or thing herein contained or as to any matter or in any way connected with or arising out of these presents or the operation thereof or the rights, duties or liabilities of either party thereof in connection with these presents, the parties hereto shall endeavor their best to settle the said disputes or differences amicably between themselves by negotiations at the highest levels of management of both parties. All disputes, differences, claims questions and controversies arising in connection with and/or in relation to this Agreement which the parties are unable to settle between themselves shall be finally settled by arbitration to be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in English language and shall be held at New Delhi, the expenses and costs for the conduct of arbitration shall be shared equally by the parties to such arbitration.

23. Disclaimer of Warranties

THE GoDMARC SERVICES AND GoDMARC CONTENT ARE PROVIDED BY Neuailes Global Technologies Pvt Ltd. ON AND "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, Neuailes Global Technologies Pvt Ltd MAKES NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO:

(A) THE GoDMARC SERVICES;
(B) THE GoDMARC CONTENT;
(C) USER CONTENT; OR
(D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO GoDMARC OR VIA THE GoDMARC SERVICES.

Neuailes Global Technologies Pvt Ltd HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SATISFACTORY PURPOSE.

Neuailes Global Technologies Pvt Ltd DOES NOT REPRESENT OR WARRANT THAT THE GoDMARC SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR SECURE; THAT USER CONTENT MARKED AS PRIVATE WILL NOT BECOME PUBLIC; THAT DEFECTS WILL BE CORRECTED; OR THAT THE GoDMARC SERVICES ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES.

Neuailes Global Technologies Pvt Ltd DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE CONTENT (INCLUDING ANY USER CONTENT OR GoDMARC CONTENT) AVAILABLE ON OR THROUGH THE GoDMARC SERVICES IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE GoDMARC SERVICES IS AT YOUR SOLE RISK. Neuailes Global Technologies Pvt Ltd DOES NOT WARRANT THAT YOUR USE OF THE GoDMARC SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND Neuailes Global Technologies Pvt Ltd SPECIFICALLY DISCLAIMS SUCH WARRANTIES.

24. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Neuailes Global Technologies Pvt Ltd, ITS AFFILIATES, LICENSORS, SPONSORS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS, COST OF COVER, LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES WHATSOEVER ARISING OR RESULTING FROM (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT DISPLAYED ON OR THROUGH THE GoDMARC SERVICES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND/OR USE OF (OR YOUR INABILITY TO ACCESS AND USE) THE GoDMARC SERVICES, INCLUDING, WITHOUT LIMITATION, MAKING PRIVATE CONTENT PUBLIC OR ANY DAMAGE CAUSED TO YOUR COMPUTER OR SOFTWARE OR INFORMATION STORED THEREON, (III) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OBTAINED ON OR THROUGH THE GoDMARC SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF GoDMARC SERVICES AND/OR ANY AND ALL PERSONAL, PRIVATE, AND/ OR OTHER INFORMATION STORED THEREIN, (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE GoDMARC SERVICES OR THROUGH THE GoDMARC SERVICES, (VI) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE GoDMARC SERVICES BY ANY THIRD PARTY, (VII) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR USER CONTENT, (VIII) EMAILS OR OTHER TRANSMISSIONS OR COMMUNICATIONS MADE TO YOU THROUGH THE GoDMARC SERVICES AND/OR (IX) ANY ERRORS OR OMISSIONS IN ANY CONTENT (INCLUDING GoDMARC CONTENT OR USER CONTENT) OR FOR ANY LOSS OR DAMAGE OF ANY KIND

INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT (INCLUDING USER CONTENT) OR SERVICES POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE GoDMARC SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Neuailes Global Technologies Pvt Ltd IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25. Basic Rules

You understand and agree that:

a. *You are responsible for any activity that occurs under your username name or is associated with your account. You are responsible for keeping your username and password secure.*

b. *You are solely responsible for your conduct and any and all information or material including, without limitation, data, text, images, usernames, graphics, photos, profiles, links (otherwise known as "Content") that you submit, post, and display on or through the GoDMARC Services.*

Violation of any of these Terms will result in the immediate termination of your account.

Do not:

a. *Use the GoDMARC Services for any illegal or unauthorized purpose.*

b. *Violate our Community Guidelines.*

c. *Modify or adapt the GoDMARC Services, or create or modify another website or mobile application so as to falsely imply that it is associated with GoDMARC or the GoDMARC Services.*

d. *Attempt to gain unauthorized access to the GoDMARC Services or its systems or networks, or access GoDMARC's private API by any means other than in compliance with rules we set on API access.*

e. *Crawl, scrape, or otherwise cache any content from the GoDMARC Services.*

f. *Spam or submit any unwanted email or comments to any users of the GoDMARC Services.*

g. *Transmit any worms, viruses, or other destructive code.*

h. *Duplicate, reproduce, transfer, give access to, copy or distribute any part of the GoDMARC Services in any medium without GoDMARC's prior written authorization.*

i. *Attempt to reverse compile, reverse engineer, alter, make derivative works of, disassemble, or modify any part of the GoDMARC Services.*

j. *Access any part of the GoDMARC Services in order to build a similar or competitive service.*

k. *Interfere with or disrupt the integrity or performance of the GoDMARC Services or data.*

26. Some Basic Rights of Neuailes Global Technologies Pvt Ltd

We reserve the right, for any reason and without notice at any time, to:

a. *Modify or terminate the GoDMARC Services.*

b. *Refuse or deny access to the GoDMARC Services to anyone.*

c. *Force forfeiture of any username including, but not limited to, a username that becomes inactive, violates the trademark or legal claim of a third party, or misleads other users.*

d. *Remove any Content and/or accounts in our sole discretion. Examples of accounts and Content we endeavor to remove include accounts with Content that is unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.*

27. Data on GoDMARC

Your data is yours. Neuailes Global Technologies Pvt Ltd does not claim any ownership rights in the Data that you, other users, or third parties post on or through the GoDMARC Services (collectively, "User Content").

The Rights you Grant to Neuailes Global Technologies Pvt Ltd By displaying or publishing ("posting") any Content on or through the GoDMARC Services, you grant to Neuailes Global Technologies Pvt Ltd a non-exclusive, limited license to use, not modify, delete, not publicly perform, not publicly display.

Saving and Sharing.

The GoDMARC Services allow you to:

(1) *keep Content private*

(2) *share your Content with the GoDMARC Community by uploading it to GoDMARC public store*

(3) *share your Content with third-party services.*

28. GoDMARC public store

(1) *When you post to GoDMARC but do not share publicly, your Content is not made available to the GoDMARC community or to third parties. We endeavor to keep your private Content private, but please keep in mind that no technology is 100% secure, and it is possible that unauthorized third parties could defeat our security measures and access your private Content. Please note that if you make Content public and later switch it to private or delete it, we may not be able to remove it from the GoDMARC Services. Content you share with the GoDMARC community.*

(2) *When you post to the GoDMARC community, your Content is made available to the public. Content you share with third parties.*

(3) *Content you share with third parties.*

(4) *When you share your Content through a third-party service that is integrated or not with GoDMARC Services (such as Instagram, Facebook, or Twitter), you authorize us to deliver the Content (or a version that we've modified, as needed) to that third-party service. This means that the third-party service's handling of your Content will be subject to its own agreement with you, for which we are not responsible.*

1.1 Statement of Intent

The intent of this agreement is to provide a basis for close co-operation between **The Client** and Neuailes Global Technologies Private Limited, for GoDMARC Product/Services to be provided by Neuailes Global Technologies Private Limited (hereinafter referred to as "The Company/Service Provider") (hereinafter referred to as "The Client"), thereby ensuring a timely and efficient support service is available to the Client end users. The objectives of this agreement are detailed in Section 1.2. This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreements

a. To have a common minimum program for the co-operative relationship between the Company/Service Provider and the Client to ensure the effective support of end users.

b. To document the roles and responsibilities of both the parties taking part in the Agreement.

c. to define and decide common terms and conditions in initial stage and provision of review

d. To define the commencement of the agreement, its initial term and the provision for reviews.

e. To define in detail the product/service to be delivered by the Company/Service Provider and the level of service which can be expected by the client Name, thereby reducing the risk of misunderstandings.

f. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels.

g. Match perceptions of expected service provision with actual service support & delivery.

h. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above.

1.3 Period of Agreement

This agreement will commence on the date specified in the Invoice Raised following the acceptance by both parties and will continue until terminated.

1.4 Representatives

The Client and the Company/Service Provider nominate the following representatives responsible for the monitoring and maintenance of the service agreement:

Company Name	The Client Representative
Neuailes Global Technologies Private Limited	The Client and It's IT Team

1.5 Reference Documents

The following documents will serve as a basis for the policies and procedures of the Client operation. They will also define the support level requirements.

Copies of these documents will be made available to the Company/Service Provider as they become available to ensure compliance with company's standards.

1.6 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided. A Meetings between the designated representatives of the client and the company/service provider to be held once in a every month if required by both the party and monthly MIS

report to be share between representative of client and the company/ service provider if demanded by the Client.

1.7 Complaints

Complaints should be resolved by representative of both the parties and escalation matrix mutually decided upon which should be annexed to this agreement. All complaints relating to the operation of the help service, including:

- Expected level of support;
- Actual support offered and delivered;
- Personnel responsible for providing or administering support;
- Any other issue relating to this document or the relationship between the Client and the Company/Service Provider;

received by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems.

2. The Client Requirements

The Client responsibilities and/or requirements in support of this Agreement include:

Below are Pre-Requisites which customer needs to share our provide us with

1. Domain DNS Details

The Client should have authentic legal admin access of Domain NS and if any changes needs to be done for SPF/DKIM or DMARC than the Client should be able to do it.

2. Sub Domain Details

It is the duty of the Client that they should inform the Company/Service provider if any additional/Deletion domain or sub domain which needs to be protected via DMARC and the sub-domain list should be shared on periodically basis.

3. SPF Record (Required all SMTP Sources & IPs)

The Client should share and/or arrange for SPF records of all the genuine SMTP Sources so that it can be listed in his domain's DNS on timely basis. And if any changes needs to be done (addition / modification or deletion) in SPF then the Client should inform to the company/service provider in advanced.

4. DKIM Key

It is the duty of the Client that they should share and/or arrange for DKIM records of all the genuine SMTP Sources so that it can be listed in his domain's DNS on timely basis. And if any changes needs to be done (addition / modification or deletion) in DKIM then the Client should inform to the company/service provider in advanced.

5. The Client Email ID for Notification & Alerts

The Client needs to align one SPoC for DMARC Services. The Client should also share one email id or Mobile number to receive notifications from the Company/service provider.

6. Lookalike Domain to implement DMARC

If any look-a-like spoofing has occurred in that situation the Company/service provider won't be responsible because the domain name used is different, and it should be entirely the client's responsibility.

7. Payment for all support costs at the agreed interval.
8. Reasonable availability of the client at list two designated representative(s) under maker checker arrangement.

3. Responsibilities of the Company/Service Provider
3.1 What is GoDMARC?

GoDMARC (hereinafter referred to as "DMARC") is a SaaS solution & Managed product/services which empowers enterprises to easily deploy DMARC services. It has been designed specifically for the fulfillment of the requirements including Authentication of emails, robust reporting, Diminish false positives, and Stops phishing delivery successfully, Diminish complexity, and more. When combined with Managed Services customers easily attain the strictest level of DMARC (Reject) in a short period. Using DMARC, the Client achieves complete visibility into email authentication status & Gaps of SPF & DKIM. DMARC Dashboard segregates Aggregate reports into four easy to understand categories of DMARC Pass & Fail Compliance.

3.2 Functional Overview of GoDMARC Product/Service

The Company / Service Provider is a provider of DMARC product / service and support to the Client. The DMARC product / service Team will act as a dedicated extension of the Client. The Company/Service Provider shall provide a high-touch level of service that offers education, guidance, and ongoing support to maximize the Client email defenses.

The DMARC product / service allows a sender to indicate that their messages are authenticated by SPF and/or DKIM and tells a receiver what to do if neither of those authentication methods passes – such as quarantine or reject the message. DMARC removes the guesswork from the receiver's handling of these failed messages, limiting or eliminating the user's exposure to potentially fraudulent & harmful messages. DMARC also provides a way for the email receiver to report back to the sender about messages that pass and/or fail DMARC evaluation.

The key performance Indicator is :-

1. Collect all incoming DMARC reports from the recipient Server.

2. Interpret reports to gain visibility into genuine and non-genuine (spoofing / phishing) emails being sent from the Client owned domains.

3. Advise if any SPF (Sender Policy Framework) and DKIM (Domain Keys Identified Mail) changes.

4. Monitor the progress report.

3.3 DMARC Aggregate Report (RUA)

After placing the DMARC Record in Domain's DNS, the Client will begin to receive reports from DMARC receivers with statistics about email sent to them using the domain owner's domain. The Client will be able to see how many fraudulent messages are using your domain, where they're coming from, and whether or not they would be stopped by a DMARC "quarantine" or "reject" policy. The report from each receiver is an XML file that includes the following fields:

- Every IP address using the Client domain to send email;
- A count of messages from each of those IP addresses;
- What was done with these messages as per the DMARC policy shown;
- SPF results for these messages;
- DKIM results for these messages.

The reports will also mention about all the emails a receiver sees is your domain. The company/Service Provider provides you a report which includes authentication results about email messages:

- Information about your infrastructure (example your IPs, likely an SPF pass with alignment);
- Emails relayed from third party applications for Email Marketing, Accounting, HR, CRM etc.;
- Information about your infrastructure via auto email forwarding;

3.4 Hours of Aggregate Report

The Aggregate reports are usually generated once a day. After the Client publishes a DMARC record in the DNS, in 24 hours DMARC will delivered you your first report. Please note that such reports will only be generated if messages using the Client domain are sent to a given DMARC receiver during this period.

3.5 DMARC Different Stages and Policies

DMARC can be in one of three different policies, each one telling your recipients how to treat your emails.

A DMARC record can be set to be in one of three different policies as indicated by the "p=" below:

1. v=DMARC1; p=none;
2. v=DMARC1; p=quarantine;
3. v=DMARC1; p=reject;

P=NONE

Typically, when you implement DMARC for the first time you will start with a policy of p=none. This policy means that you are in 'reporting-only' mode and you don't want any policy to be applied to your emails if they fail DMARC. During this stage, you are simply gaining visibility into how your domain is being used around the world and what services are sending emails on your behalf. At this stage, you simply identify your legitimate sending services and configure each one with SPF and DKIM so that they send DMARC compliant emails.

P=QUARANTINE

Once you are confident that your sending services are fully configured you can change your DMARC policy from 'p=none'; to 'p=quarantine'. This means that from this point onwards, any email that fails DMARC will have this policy applied to them, which means that the Client will be sent to the spam folder of the recipient email server.

P=REJECT

If you do not encounter any issues during the p=quarantine stage and only spoofing emails are being quarantined the Client can change the policy once more from 'p=quarantine'; to 'p=reject';. At this stage, you are telling recipients to reject any emails that fail DMARC. This means that end recipients will never receive the emails, they will simply be rejected at the SMTP level and will not be found. This is the strongest level of protection which means that no one will be able to spoof your domain. Any emails that do not originate fr om your legitimate sending services will be rejected as they will fail DMARC.

3.6 Forensic report (RUF)

To receive failure reports which the Client can use for forensic analysis, you must have a "ruf" entry that points to one or more valid email addresses. These addresses must be in the same domain as your organization domain, or you must publish a DNS "report" record, to authorize the reception of reports from this domain.

It's all the sole discretion of the receiver whether to share the forensic/failure reports with the sender or not. So you may not receive failure reports, or you may receive fewer than you would expect. Due to the variety of laws governing data sharing that vary across many jurisdictions.

3.7 Terms and conditions for payment of services provided:
The Client should make the payment as per the schedule attached in annexure.

3.8. How DMARC Team Assist You

1. DMARC provides you Interpretation of the DMARC reports on the Client domains;

2. Help you in identification of outgoing spoofed e-mails and fraudulent e-mail activities;

3. Help you in analyzing the progress of DMARC implementation at your end;

4. Help the Client in understanding the GAP in DMARC, DKIM and SPF implementation. DMARC and the Client team will meet once a week for a scheduled call, as well as ad-hoc if necessary. In order to fully evaluate the service, the Client will involve relevant stakeholders as needed from the following functional groups to ensure that all relevant functionality can be fully implemented:

   1. Risk & Compliance: To approve the necessary change requests in a timely manner;

   2. Group Security: To approve the necessary change requests in a timely manner;

   3. Email Management Team: To assist in the implementation, and ongoing management of email authentication;

   4. DNS Management: To make the necessary changes in DNS entries, as and when required;

   5. Email distribution Partners: To assist in identifying sources that are genuine, so they can be white listed in a timely manner, and to set a discipline such that new sources of mailing and white listed in advance before 'Go live'.

#	Description	Responsibility	Outcome expected
01	Sharing of DMARC Records	GoDMARC	GoDMARC will share DMARC Records with Client which needs to be updated in Domain's DNS.

02	SPF & DKIM Alignment – Suggestion, Verification	GoDMARC & Client	This would ensure SPF/DKIM alignment for Client Domain to move to next stage.
03	Weekly Sync-Up to understand and investigate DMARC Reports	GoDMARC & Client	This would ensure proper implementation of DMARC to next stage.

3.8 Situations where DMARC not able to assist you.

1. The Client's Domain DNS should be up and running without this DMARC not able to work.

1. If any Email ID is hacked or some spyware is sending emails in those situations also DMARC not able to come to affect, as emails are going out from genuine IP and email ID.
2. Display Name phishing/spoofing are not covered in DMARC product/service.
3. If any recipient server is not checking for DMARC protocol then Email spoofing can happen.
4. If recipient server is not sending DMARC reports than GoDMARC would not be held responsible.

4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 9:00 A.M. to 6:00 P.M. Monday – Friday
  - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service
- Email support: Monitored 9:00 A.M. to 6:00 P.M. Monday – Friday
  - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

1. **Service Requests**

   In support of services outlined in this Agreement, the Company/Service Provider will respond to service related incidents and/or requests submitted by the Client within the following time frames:

   - 0-8 hours (during business hours) for issues classified as **High** priority.
   - Within 48 hours for issues classified as **Medium** priority.
   - Within 5 working days for issues classified as **Low** priority.

7. **Terms and conditions for service to be provided:**

   Additional responsibilities if any**.**

8. **Confidential Information**

   It should be sole responsibility of the client to seek the explicit consent of the email id users of the domain names and sharing with the service provider. In case of any incident of data breach under any applicable law within the territory of India or under any other national international regulations the client shall be solely responsible for the data breach incident and its subsequent legal consequences. The each Parties undertake on behalf of themselves and their employees, agents and permitted subcontractors that they will keep information/Data confidential and will not use for their own purposes (other than fulfilling their obligations under this Agreement) nor without the prior written consent of the Client disclose to any third party any information of a confidential nature relating to the Client, including (without limitation) trade secrets, know-how, show-how, patents research, development or technical information, confidential and proprietary product or information, intellectual property right, business plans, operations or systems, financial and trading positions, details of customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of Disclosing Party and/or its Associates, marketing information, brochures, printed matter, rates and rate tables, contracts regardless of form, format or media including, without limitation, written, oral, or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, which may become known to the Company/Service Provider under or in connection with this Agreement ("Confidential information").

9. **Assignment and Third Party Rights**

   Neither party shall be permitted to assign this Agreement and its obligations to any third party without first obtaining the other party's written consent and within the following context;

10. **Amendments & Addendum**

Any amendments to this Agreement shall be in writing and shall have no effect unless they are signed by the duly authorized representatives of both Parties. All the Addendums will be in effect additional to this agreement with proper date and sign of both the parties, limited to the given time period of this agreement.

11. Indemnity

Each party (the "Indemnitor") will defend, indemnify, and hold the other party (the "Indemnitee") harmless for and against direct Liability arising out of or resulting from: (i) death, injury or damage to physical property arising out of gross negligence or willful misconduct of the Indemnitor, its employees, and agents; and/or (ii) breach by Indemnitor of representation made by the Indemnitor

12. Intellectual Property

Intellectual property rights in all software, information, technology or data whatsoever supplied by either Party under the Agreement shall remain the property of that Party or its licensors. Any intellectual property rights to any developments shall be the property of the developing party. Either party shall ensure that there is not infringement of all type of Intellectual property of other contracting party. The client solely responsible for any infringement of any Intellectual property of any third party during the course of this agreement.

13. Review Procedure

This agreement to be revived on a periodical basis. The review shall include scope of services provided, service levels and procedures, any addition/deletion of services, any change in dispute resolving mechanism or any other such terms and conditions which either party feel necessary to be included upon. All the Changes to this agreement must be approved by both the authorised signatories.

14. Force Majeure

Neither party shall be responsible to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure. Events of force majeure include, but are not limited to, war, acts or terrorism, acts of government, natural disasters, fire, acts of God, pandemic and any other consequence arising due to any of the incidents other than mentioned above. If an event of force majeure results in delay or nonperformance by a party for a period of forty-five (45) days and not beyond 180 days or any another tenure mutually agreed upon by both the parties.

15. Governing Law & Jurisdiction

If any dispute, difference, claim or question shall arise between the parties hereto in any matter touching these presents or any claim or thing herein contained or as to any matter or in any way connected with or arising out of these presents or the operation thereof or the rights, duties or liabilities of either party thereof in connection with these presents, the parties hereto shall endeavor their best to

settle the said disputes or differences amicably between themselves by negotiations at the highest levels of management of both parties. All disputes, differences, claims questions and controversies arising in connection with and/or in relation to this Agreement which the parties are unable to settle between themselves shall be finally settled by arbitration to be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in English language and shall be held at New Delhi, the expenses and costs for the conduct of arbitration shall be shared equally by the parties to such arbitration.