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1.2 You understand and agree that the Material is provided hereunder "AS IS" without warranty of any kind and that your use of the Material is at your sole discretion and risk. You shall be solely responsible for any damage to your network, software or computer system and any loss of data that may result from your use of the Site and/or the Material.

1.3 While visiting the Site, you shall not submit, post, publish, distribute or transmit: (a) material that is illegal, indecent, obscene, libelous, defamatory, disparaging, false or misleading; (b) material other than that which may be requested by an interactive application or tool on the Site; (c) unsolicited advertising, promotional material, or other forms of solicitation; (d) material that would infringe the intellectual property, privacy or other rights of third parties, (e) a computer virus, worm, Trojan horse or other element destructive to the Site or any KSD Technology hardware or software accessible through the Site, or (f) a digital or manual signature, password, or other element impersonating a KSD Technology employee, or affiliate, or any forged TCP/IP headers or parts of a header, in an attempt to gain unauthorized access to KSD Technology's computers, software, data, accounts or databases.

1.4 You shall not, without the prior written consent of KSD Technology, use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, Material, data or content found on the Site or accessed through the Site. You shall not engage in the mass downloading of files from the Site; use the computer processing power of the Site for purposes other than those permitted hereunder; or flood the Site with electronic traffic designed to slow or stop its operation. You shall not disassemble, decompile, reverse engineer or otherwise modify the Material. Any unauthorized or prohibited use shall subject the offender to civil liability or criminal prosecution under applicable laws.

1.5 Access to and use of password protected and/or restricted areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to civil liability or criminal prosecution under applicable laws.

1.6 In an effort to make online information about KSD Technology and business transactions with KSD Technology efficient, KSD Technology may use the Site as an entry into other networked web pages and websites operated by KSD Technology and its subsidiaries and affiliates (together, the "Transaction Sites"). Please note that individual Transaction Sites may adopt terms of use particular to the purpose of such Transaction Site or the transaction(s) taking place on such Transaction Site. For example, some of the Transaction Sites affiliated with commercial transactions that you or your business may have with KSD Technology, particularly those which are password-protected or subject to subscriptions, may have differing terms, or separate agreements which supplement or supersede these terms. If a Transaction Site has imposed

its own terms of use by posting on such Transaction Site, separate agreement or otherwise, the provisions of those Transaction Site terms shall control the transaction in the event of a conflict with the terms and conditions of this Agreement. Except as supplemented or superseded as described herein, this Agreement applies to the entire network of the Transaction Sites, and control your use thereof.

2. Third Party Material

2.1 The Site may include Material owned or licensed by third parties, as well as links to websites owned by third parties (singularly and collectively "Third Party Material"). Access to and use of any Third Party Material is at your sole risk and KSD Technology shall not be responsible for the accuracy or reliability of any information, data, opinions, advice or statements made in such Third Party Material. As KSD Technology does not control the Third Party Material, particularly, third party websites, you agree to take precautions against any worms, trojan horses, computer viruses or other destructive elements that could result from your use of the Third Party Material.

2.2 KSD Technology's inclusion of Third Party Material on the Site shall not be construed as KSD Technology's endorsement, authorization of, sponsorship of, or relationship with any third party or the Third Party Material, and no rights or licenses are granted to you in the Third Party Material. You agree to defend and hold KSD Technology harmless from any and all liability that may result from your use of the Third Party Material. Additionally, if a third party website links to the Site, it is not necessarily an endorsement, authorization, sponsorship of such third party, and may not be known to or authorized by KSD Technology Company.

3. KSD Technology Marks

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**Trademark
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4.1 Some Material may include statements that relate to future performance or projections, and can include, but are not limited to, statements regarding KSD Technology's future financial or program performance, or KSD Technology's future strategies or proposed business plans (or any other statement that comes within the meaning of the Private Securities Litigation Reform Act of 1995). Specifically, statements that are not historical facts, including statements accompanied by words such as "believe," "expect," "estimate," "intend," "propose" or "plan," variations of these words, and similar expressions, are understood by you to be forward-looking statements that convey the uncertainty of future events or outcomes. You understand that these statements are only predictions about future events; that such statements are based on certain assumptions at the time the statement is made; that they are subject to a wide range of risks and uncertainties; and that actual events or results may differ materially from such predictions.

4.2 You understand that many factors could cause actual results or events to differ from predicted results or events discussed in forward-looking statements, and that such factors can include, but are not limited to: risks associated with KSD Technology's Indian government sales, including changes or shifts in government or defense spending, uncertain funding of programs, potential termination of contracts, and difficulties in contract performance; the ability to procure new contracts; the risks of conducting business in foreign countries; the ability to comply with extensive governmental regulation, including import and export policies and procurement, and other regulations; the impact of competition; the ability to develop products and technologies; the risk of cost overruns, particularly for KSD Technology's fixed-price contracts; dependence on component availability, subcontractor performance and key suppliers; risks of a negative government audit; the use of accounting estimates in KSD Technology's financial statements; the potential impairment of KSD Technology's goodwill; the outcome of contingencies and litigation matters, including product liability, government investigations; the ability to recruit and retain qualified personnel; risks associated with acquisitions, joint ventures and other business arrangements; the impact of changes in KSD Technology's credit ratings; among other things.

5. Submissions to the Site; Contests

5.1 Any information, including, but not limited to, feedback, questions, comments, suggestions, ideas, graphics, computer files, links, or other material you submit to the Site ("Submissions"), whether via e-mail or otherwise, regardless of any terms you propose that may be included therewith, shall be considered non-confidential and you hereby grant KSD Technology a non-exclusive, perpetual, worldwide, royalty-free license to use the Submissions in any way we choose, subject to any limitations set forth in our Privacy Policy. Therefore, KSD Technology may, among other things, reproduce, transmit, distribute, adapt, perform, display and create derivative works from or based upon your Submissions, and sublicense others to do any or all of the foregoing activities. You agree that your Submissions shall meet all requirements for appropriate content in accordance with Section 1.3 above. KSD Technology reserves the right at any time and without notice, to refuse to receive, post or remove any Submission.

7. Compliance with Applicable Laws; Export Control Laws

7.1 The Site and the Material shall be subject to India and U.S. export control laws and shall also be subject to the laws of the country where you reside. You agree to comply with all applicable laws, statutes, ordinances, and regulations regarding your use of the Site. Notwithstanding anything to the contrary, KSD Technology makes no representation that the Site or the Material is appropriate or available for use in other jurisdictions. If you choose to access the Site from such a jurisdiction, you do so at your own risk.

8. Disclaimers

8.1 Under no circumstances and under no legal or equitable theory, including negligence, shall ksd technology, its officers, employees, directors, agents, suppliers, or any other party involved in providing the site, be liable to you or any other person for any damages whatsoever, including, but not limited to, direct, indirect, punitive, special, consequential, or incidental damages including, without limitation, lost profits or revenues, costs of replacement goods, loss or damage to data, software or hardware, interruptions, errors, defects, mistakes, omissions, deletions of files, delays in operation or transmission, nondelivery of information, disclosure of communications, or any other failure of performance of the site, the material, any ksd technology product or service, or any other hyperlinked website, or any damages resulting from the use of or reliance on the site and/or the material presented, even if ksd technology has been advised, knew, or should have known of the possibility of such damages.

8.2 All material provided on the site is provided "as is" without warranty of any kind, either express or implied. KSD technology disclaims all warranties, including, without limitation, those of merchantability, fitness for a particular purpose, title, non-infringement, or those arising from a course of dealing, usage, or trade practice.

The international convention for the sale of goods, the uniform computer information transactions act and the uniform electronic transactions act are expressly disclaimed.

9. Indemnity

9.1 You agree to indemnify, defend, and hold harmless KSD technology, its officers, employees, directors, agents, suppliers, or any other party involved in providing the site and/or materials, from and against any and all claims, suits, damages, costs, or other expenses (including reasonable attorneys' fees) that arise directly or indirectly from: (a) use of the site and/or the material, (b) breach of the terms and conditions of this agreement; and/or (c) your submissions and/or postings to the site.