Terms & Conditions

Registration: After installation DSafe needs to be registered within 30 days for continuing the backup process. SSIIPL has every right to hold back the registration until clearance of payment or any other reason which puts authenticity of the user in doubt. DSafe license once registered to an individual/company is not transferable. It is your obligation to ensure that someone within your organization has access to your registered email address to obtain support from us and to receive the Reminders for Renewals and version updates. DSafe Client needs to connect to the DSafe Server at least once in 10 days else the backups will stop. The DSafeServer Machine will need internet connectivity to verify registration and maintain versions updates. If connection is not available for 10 days the registration will lapse.

Renewal: DSafe needs to be renewed before the end of the Subscription period, failing which DSafe will not carry out its tasks e.g.: Backup/Restore.

Additional Client Licenses: Client Licenses can be purchased and added as and when required. If you purchase additional Client licenses the initial term of the additional licenses will be automatically reduced so that the renewal date is the same as the renewal date of the Software licenses you initially purchased, accordingly you will be charged pro rata rate. Client licenses depend upon number of Endpoints/Data Size.

Operating environment: DSafe is a Microsoft Windows based software, compatible with Win7 (Desktops Series), Server 2008 R2 (Server Series) or above. Any Technical issue arising due to the limitation or security concerns at the Operating System is not a Support / responsibility of SSIPL

Your use of the Software is limited to devices and operating systems we support and may be affected by the performance and compatibility of your hardware, software and Internet access. Meeting system requirements is your responsibility and you are responsible for the cost of your equipment, which may include obtaining updates or upgrades from time to time in order to continue using the Software. SSIIPL cannot be held responsible in case of environmental changes which renders DSafe incompatible, despite sincere effort from SSIIPL team.

Minimum System Requirements/Recommendations:
- Server/Destination: CPU: I5 and above or equivalent processor; Memory: 8 GB RAM +; Free Disk Space 500GB
- Client: CPU: I3 and above or equivalent processor; Memory: 4 GB RAM +; Free Disk Space 70 GB
- Network: 100 Mbps or faster for on-site backup / 40 Mbps or faster for off-site backup.
- Connectivity: Machines need to connect (Ping/telnet) to the DSafe Server / Destination.
- Backup Source machines: Sufficient space is needed to accommodate the compression process and storage of temporary files. Files are compressed in batches of ~ 30GB.
- Destination Machine: Sufficient Space needs to be present on the Destination machine volume wherein the backups will reside. Space used by DSafe backup will solely depend upon the size of data you have to backup and retain.
- Performance of DSafe will solely depend on machine configuration, HDD IO speed, space available, network bandwidth and network stability.
- DSafe will require to Run with full usage privileges.

DSafe Demo Setup: DSafe comes with exclusive Demo Setup for the sole purpose of trying out if the package will work in customer's environment. It is your responsibility to try out the Demo version to check performance and compatibility. Demo version will permit 25 Clients backups to be setup at any given time and for a duration of Maximum 15 Days. In case you are not satisfied due to Trial Copy limitations, you can request by Email for the Registered User's copy which you can test for maximum 30 days.

Installation & Training:
- Online Training and installation would be done within 7 Days of receiving the Purchase Order provided all the Pre-requisites are already met.
- All Installation / Support services provided are Remotely Only.
- Any site visit for installation and Support purpose of DSafe Server / DSafe Client would be on a chargeable basis as on actuals including the daily Resource cost
- DSafe is a well-documented software. It is very simple to install and use.
- It is recommended that you read the instructions before installation of the software.
- On-the-Job training would be imparted by our representative to your designated team.
- It is necessary that your team is present and actively participating.
- Training can be imparted to maximum of 7 persons (in a single session only).
- If additional training sessions are required it can be done on a chargeable basis.

Pattern of Support (after your reseller, if any, has looked into the issue):
- All DSafe service and support issues shall be attended to, on receipt of call or latest within 2 working days.
- Support would be done in the following pattern.

- ◦ Telephonic guidance / Remote guidance using internet based remote software.
- ◦ Mail Support as and when needed
- The visit will be done with prior permission of the customer at a time mutually agreed upon.
- For customers who are unable / refuse to give remote access and require support visits, same will be done on chargeable basis.
- For remote access support you will need to provide us access to the relevant computers via stable internet connection. The software, hardware and skill required for remote access would have to be provided and installed by you at your cost, if any.
- For effective and efficient support, we would expect no hesitation / restriction from you in transferring to us DSafe system / Log files.
- We would expect a person with sound understanding of computer operations from your side.
- Support will only cover areas related to DSafe functionality. Any issues pertaining to Hardware, Network Connectivity, Operating System, other applications, etc are not considered in the Scope of SSIPL
- **Free Remote Support Calls = Half the number of Client Licenses (Minimum = 3, Maximum = 50)**
- Remote Support charges will be applicable after exhausting Free Remote Support Calls

Outstation Visits: Any place that falls 20 kms out of Mumbai limits would be considered as outstation. Travel, boarding and lodging for an outstation visit would have to be borne by the customer. Calculation of the number of days would be done from the date of departure to the date of arrival, starting and ending at the support engineer's office location from where he would start and end travel.

Version Upgrades: Within major version is free within the subscription period till the duration Annual Subscription is active.

Monitoring of Service Sessions and DSafe Performance. SSIIPL may assist by monitoring your backup logs, but has no obligation to do so. Service sessions / telephone calls / online sessions may be recorded for purposes of improving customer service / internal training / internal market research. DSafe does not store user's data/passwords anywhere on SSIIPL website/machines. Passwords accepted by DSafe are stored in databases encrypted using AES256 within customer's machines, additionally Passwords are encrypted and stored within fields and is accessible only to seniormost developers of DSafe. Cloud passwords like Onedrive are not accepted nor saved by DSafe.

Other Conditions
The contents of this document, also the rates and charges would change in time. On change of this document all terms stated above would apply to all existing customers too. Prevailing terms and conditions will apply when your subscription renews. Support will not cover operating system installation or operating system related problems. It will also not cover installation /un-installation/changes/updates in settings of any other software, even if our representative obliges, we would not be responsible in case of any faults or losses that could have arrived out of the same. Modifications & additions to the above said software or its database is not in the scope of support.

All knowledge regarding the usage of other external media / components / hardware that could be required in the said software's working environment, will have to be provided by the customer or the customers vendor from whom this device is procured. This will be done at the customer premises and all expenses for the same if any will be borne by the customer.

Volume Shadow copy takes a snapshot of the files, all applications running on the machine need to flush their data to maintain consistency. If any application does not follow this protocol, then the backup may not be consistent.

Please follow "**Notes & Best Practices"** from Website/DSafe Manual to be protected against Viruses / Ransomware.

On Installation of DSafe, the company/individual registered with us will be considered as our customer. We would, with pride publish this user and its subsidiaries as our customer. In case you have any objection in us stating you as our customer by way of display of Name/logo please inform us of the same.

Any dispute or differences arising out of using this software or touching any aspects of this software shall be resolved under the Arbitration and Conciliation Act 1996. The venue of arbitration shall be Mumbai. The dispute shall be referred to the Sole Arbitrator to be appointed by SSIIPL who shall appoint the Arbitrator within 60 days after receipt of request or notice of dispute or on its own motion. The Arbitrator shall give the award within 120 days of the first effective hearing unless otherwise mutually agreed by both the parties. All arbitration proceedings and decisions shall be in English Language & shall be held in Mumbai. Until the final order, both parties shall bear equal cost of the arbitrators.

Objections to Terms & Conditions
In case you have any objections to the terms and conditions you are free to refuse the purchase. Once installed and registered it will be considered as accepted. In case you need any clarifications on any of the topics in this document, you can mail to 'Sales@ssmiths.com'

Contact details and matter escalation.
All Technical and Support email correspondence will have to be addressed to 'tech@ssmiths.com'
In case your problem is left unattended or in case of any discrepancies and needs escalation, please mark 'ATTN: Allan' at start of email subject
For any Subscription / License / Renewal related queries, reach out to DSafe@ardent-start.com