

Terms and Conditions:

WebSoft Technologies, a MSME corporation, with its principal place of business at: 4, 1st Main Rd, Naidu Layout, Raj Mahal Vilas 2nd Stage, Sanjayanagara, Bengaluru, Karnataka 560094 (hereinafter referred to as "WebSoft"),

All Clients of WebSoft, with its principal place of business at: Globally (hereinafter referred to as "Buyer").

1. Software License and Grant

1.a) **Software License:** WebSoft grants Buyer a non-exclusive, non-transferable license to use the software ("Software") developed and supplied by WebSoft for [Specific Use Case]. Buyer acknowledges that WebSoft retains all ownership rights to the Software.

1.b) **Purchase Price and Payment:** Buyer agrees to pay WebSoft the agreed-upon fees for the Software license as specified in the invoice or contract.

2. Hosting and Maintenance

2.a) **Hosting Services:** Buyer acknowledges that the Software may require hosting services provided by a third-party vendor. Hosting fees are the responsibility of the Buyer.

2.b) **Maintenance Services:** WebSoft agrees to provide Buyer with Software Related Debugging and Fixes for a specified period. Additional maintenance terms and fees may apply as outlined in the agreement.

3. Use and Restrictions

3.a) **Restrictions:** Buyer agrees not to modify, reverse engineer, or misuse the Software. The Software code remains the

proprietary property of WebSoft Technologies/Siddhant Sundar.

3.b) **Term and Termination:** This Agreement shall commence on the Effective Date and remain in effect until terminated as per the terms specified herein.

4. Support

4.a) **Technical Support:** WebSoft agrees to provide technical support to Buyer during normal business hours via [specified communication channels].

4.b) **Response Times:** WebSoft will make commercially reasonable efforts to respond to support requests within [specified timeframe].

5. Confidentiality

5.a) **Confidential Information:** Each party may disclose confidential information ("Confidential Information") to the other party in connection with this Agreement. The receiving party agrees to maintain the confidentiality of the disclosing party's Confidential Information and use it solely for the purposes of this Agreement.

5.b) **Exceptions:** Confidential Information does not include information that (i) is or becomes publicly known through no breach by the receiving party, (ii) is rightfully received from a third party without confidentiality obligations, or (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

6. Intellectual Property

6.a) **Ownership:** WebSoft retains all rights, title, and interest in and to the Software and any intellectual property rights arising

out of or relating to the Software.

6.b) **Use of Trademarks:** Buyer agrees not to use WebSoft's trademarks, service marks, or logos without prior written consent from WebSoft.

7. Limitation of Liability

7.a) **Exclusion of Consequential Damages:** In no event shall either party be liable for any indirect, special, incidental, or consequential damages arising out of or in connection with this Agreement.

7.b) **Limitation of Liability:** WebSoft's total liability under this Agreement shall not exceed the total fees paid by Buyer to WebSoft under this Agreement.

8. Indemnification

8.a) **Indemnity:** Buyer agrees to indemnify, defend, and hold harmless WebSoft from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with Buyer's use of the Software or breach of this Agreement.

9. Governing Law and Dispute Resolution

9.a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.

9.b) **Dispute Resolution:** Any dispute arising out of or relating to this Agreement shall be resolved exclusively in the courts of Karnataka or India.

10. Miscellaneous

10.a) **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject

matter hereof and supersedes all prior or contemporaneous agreements, whether oral or written.

10.b) **Amendment:** This Agreement may be amended only in writing signed by authorized representatives of both parties.