# Software Licence Terms and Conditions

*End-User Licence Agreement, with Schedules on Annual Maintenance and Support; Delivery, Cancellation and Refunds; and Data Processing*

Version 1.0 | Effective date: 6 November 2026 | Ref. CERP/TC/1.0

**IMPORTANT — PLEASE READ CAREFULLY**

These Terms and Conditions are a legally binding agreement between the Licensor and the organisation that installs, activates or uses SAMP ERP, starts a free trial of it, or orders it. By doing any of those things you agree to them on behalf of that organisation. If you do not agree, do not install or use the Software.

Please note in particular: **clause 4**, under which the Software becomes read-only when a free trial ends until a licence is purchased; **clause 7**, on automatic updates; **clause 13**, on statutory compliance; and **clauses 16 and 17**, which limit the Licensor's warranties and liability.

## PARTICULARS

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|---|---|---|
| **Part A — The Licensor** | | |
| A1 | Legal name of the Licensor | SAM ENTERPRISES |
| A2 | Constitution | Partnership firm, registered under GST (GSTIN at item A5) |
| A3 | Trading name | SAM ENTERPRISES |
| A4 | Registered office | Moh Prem Nagar, Sonu Floor Mill, Near St. Marry School, Bijnor, Uttar Pradesh 246701, India |
| A5 | GSTIN | 09AFZFS6362R1ZH |
| A6 | Email for notices and support | support@samp-erp.com |
| A7 | Telephone | +91 97370 91234 · +91 99796 61133 |
| A8 | Grievance Officer | Mr Pramod Gangiyan, SAM ENTERPRISES, at the registered office above; support@samp-erp.com; +91 97370 91234 |
| A9 | Website | samp-erp.com |
| A10 | Seat of arbitration and courts | Bijnor, Uttar Pradesh |
| **Part B — Standard terms (apply unless an Order Form states otherwise)** | | |
| B1 | Free Trial Period | Seven (7) days from the activation of the Trial |
| B2 | After the Free Trial Period | Read-only until a licence is purchased; no data is deleted |
| B3 | Warranty Period | Thirty (30) days from the Activation of a paid licence |
| B4 | AMC Period | Twelve (12) months, renewable yearly; the first is paid with the Licence Fee |
| B5 | Support Hours | Monday to Saturday, 10:00 to 18:00 Indian Standard Time, excluding public holidays |
| B6 | Support Channels | Email, telephone, WhatsApp, remote session and online meeting |
| B7 | Cancellation window before Activation | Seven (7) days from the date of payment |

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## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

(a) **"Activation"** means the issue by the Licence Server of a licence for a Server PC or an Operator PC against the Customer's Licence Record, and "Activate" and "Activated" are construed accordingly;

(b) **"Agreement"** means these Terms and Conditions, including the Particulars and the Schedules, together with any Order Form;

(c) **"AMC"** means the annual maintenance and support service described in clause 6 and Schedule 1; **"AMC Fee"** means the fee payable for it; and **"AMC Period"** means each period for which the AMC is in force, of the length stated at item B4 of the Particulars;

(d) **"Authorised User"** means an employee, officer or contractor of the Customer whom the Customer permits to use the Software through a user account created in it;

(e) **"Business Day"** means a day other than a Sunday or a public holiday in the State in which the Licensor's registered office is situated;

(f) **"Customer"** or **"you"** means the organisation that accepts this Agreement, starts a Free Trial or places an Order Form, and includes its permitted successors;

(g) **"Customer Data"** means all data, documents and information entered into, imported into or generated by the Software by or for the Customer, including company databases, masters, transactions, attachments and the backups made by the Software;

(h) **"Defect"** means a reproducible failure of the Software to perform materially in accordance with the Documentation;

(i) **"Documentation"** means the user guide, help pages, training material and release notes made available by the Licensor for the Software, as updated from time to time;

(j) **"Fees"** means the Licence Fee, the AMC Fee and any other charges stated in an Order Form;

(k) **"Free Trial"** or **"Trial"** means use of the Software free of charge for evaluation under clause 4; **"Trial Period"** means the period stated at item B1 of the Particulars; and **"Trial Data"** means Customer Data created during a Trial;

(l) **"Group Company"** means an entity that controls, is controlled by or is under common control with the Customer, and is named in an Order Form or approved by the Licensor in writing;

(m) **"Licence Fee"** means the one-time fee for the perpetual licence of the Licensed Capacity stated in an Order Form;

(n) **"Licence Number"** means the unique number issued by the Licensor for each Server PC licence and each Operator PC licence;

(o) **"Licence Record"** means the record kept on the Licence Server for the Customer, including its registered details, Licence Numbers, Licensed Capacity, plan and AMC Period;

(p) **"Licence Server"** means the online service operated by or for the Licensor that registers organisations and computers and issues, verifies and renews licences for the Software;

(q) **"Licensed Capacity"** means the number of Server PCs and Operator PCs that the Customer is entitled to Activate, as stated in an Order Form or in the Licence Record;

(r) **"Licensed Version"** has the meaning given in clause 3.3;

(s) **"Licensor"**, **"we"** or **"us"** means the person or entity named at item A1 of the Particulars, trading as "SAM ENTERPRISES", and includes its successors and permitted assigns;

(t) **"Operator PC"** means a computer on which the Software is installed to connect to a Server PC over a network, without itself holding the Customer Data;

(u) **"Order Form"** means a quotation, proforma invoice, online order, purchase order accepted by the Licensor, or other ordering document that refers to this Agreement and states the Fees and the Licensed Capacity;

(v) **"Particulars"** means the particulars set out at the beginning of these Terms and Conditions;

(w) **"Personal Data"**, **"Data Fiduciary"** and **"Data Processor"** have the meanings given to them in the Digital Personal Data Protection Act, 2023;

(x) **"Privacy Policy"** means the Licensor's privacy policy published on the Website, as updated from time to time;

(y) **"Server PC"** means a computer on which the Software is installed to store and serve the Customer Data, whether it is used alone or with Operator PCs;

(z) **"Software"** means the enterprise resource planning software known as "SAMP ERP" in object-code form, including its installer, Updates and Documentation and any related material provided by the Licensor, but excluding Third-Party Components;

(aa) **"Third-Party Components"** means software or content owned by third parties that is included with the Software, including open-source software, as listed in the third-party notices supplied with the Software;

(bb) **"Third-Party Services"** means the services provided by persons other than the Licensor that the Software can connect to, as described in clause 10.2;

(cc) **"Update"** means a patch, fix, enhancement or new version of the Software that the Licensor makes generally available to its customers; and

(dd) **"Website"** means the website stated at item A9 of the Particulars, on which the Licensor publishes these Terms and Conditions.

1.2 In this Agreement: (a) headings are for convenience only and do not affect interpretation; (b) "including" and "include" mean "including without limitation"; (c) the singular includes the plural and the plural the singular; (d) a reference to a statute includes any amendment, re-enactment or replacement of it and any rules made under it; (e) "writing" includes email; and (f) a reference to a clause or Schedule is to a clause of, or a Schedule to, these Terms and Conditions.

## 2. ACCEPTANCE AND FORMATION

2.1 This Agreement is a legally binding contract between the Licensor and the Customer. The Customer accepts it, and it takes effect, on the earliest of:

(a) clicking "I agree" or ticking an acceptance box in the installer, on the trial registration screen or on the Website;

(b) installing, Activating or using the Software; or

(c) signing or paying an Order Form.

2.2 The individual who accepts this Agreement confirms that he or she is authorised to bind the Customer. If that individual is not so authorised, or the Customer does not agree to this Agreement, the Software must not be installed or used.

2.3 The parties agree that this Agreement may be concluded and recorded electronically, and that it is valid and enforceable under section 10A of the Information Technology Act, 2000 and the Indian Contract Act, 1872.

2.4 The Software is supplied for business use only. By accepting this Agreement the Customer confirms that it acquires the Software for the purposes of its business.

2.5 If the documents that make up this Agreement conflict, the following order of precedence applies: (a) terms expressly agreed in an Order Form signed by both parties; (b) clauses 1 to 27 of these Terms and Conditions; (c) the Schedules; and (d) the Documentation. Pre-printed terms on a purchase order or other document issued by the Customer have no effect.

## 3. LICENCE

3.1 **Grant.** Subject to the Customer's compliance with this Agreement and, except during a Trial, payment of the Licence Fee, the Licensor grants the Customer a non-exclusive, non-transferable and non-sublicensable licence to install and use the Licensed Versions on computers up to the Licensed Capacity, solely for the internal business operations of the Customer and its Group Companies.

3.2 **Duration.** Once the Licence Fee has been paid in full, the licence of each Licensed Version is perpetual, subject to termination under clause 19. A Trial licence ends as provided in clause 4.

3.3 **Licensed Versions.** The "Licensed Versions" are (a) the version of the Software that the Customer first Activates on payment of the Licence Fee, and (b) every Update released by the Licensor while an AMC Period is in force. An Update released after an AMC Period has ended forms part of the licence only when the AMC has been renewed in accordance with clause 6.

3.4 **Licensed Capacity.** Each Server PC and each Operator PC must be Activated with its own Licence Number. Within the Licensed Capacity, the Customer may create any number of Authorised User accounts and any number of company records for the Customer and its Group Companies. The Software must not be used to keep the records of any other person, whether as a bureau, an outsourced accounting service or otherwise.

3.5 **Moving a licence.** The Customer may move a licence to a replacement computer by asking the Licensor to release it from the old computer, which the Licensor shall not unreasonably refuse. The Software may allow the old computer to continue working for a short transition period while the licence moves.

3.6 **Additional capacity.** Additional Server PCs or Operator PCs may be licensed by a further Order Form at the Licensor's then-current prices.

3.7 **Copies.** The Customer may keep copies of the installer and of the Customer Data for backup and disaster-recovery purposes only.

3.8 **Reservation of rights.** The Software is licensed, not sold. All rights not expressly granted to the Customer in this Agreement are reserved by the Licensor.

## 4. FREE TRIAL

4.1 **Availability.** The Licensor may, at its discretion, offer a Free Trial of the Software for the Trial Period, for the sole purpose of evaluating the Software. The Licensor may change, suspend or withdraw the offer of a Free Trial at any time, without affecting a Trial that has already started.

4.2 **Registration.** To start a Trial, the Customer must register its organisation with accurate and complete details and confirm its email address with the one-time code sent to it.

4.3 **One Trial per organisation.** Only one Trial is available to each organisation. To prevent repeated Trials, the Licensor records one-way hashed forms of the registered email address and of identifiers of the computers used, and may refuse a Trial where any of them has already been used for a Trial, as described in the Privacy Policy.

4.4 **Conditions of use.** During a Trial:

(a) the Software is provided "as is", without any warranty and without the AMC or any obligation of support, although the Licensor may assist at its discretion;

(b) the Server PC must connect to the Licence Server at least once every twenty-four (24) hours; and

(c) the Trial Period is measured by the Licence Server's clock, and a change to the date or time of the computer may lock the Trial.

4.5 **End of the Trial.** At the end of the Trial Period the Software becomes read-only, as stated at item B2 of the Particulars: the Customer may continue to open, view, print and export the Trial Data, but may not add, change or delete any data, until a licence is purchased.

4.6 **No deletion.** The Software does not delete Trial Data at or after the end of a Trial. The Trial Data remains on the Customer's computers and under the Customer's control, and the Customer remains responsible for keeping any records that it is required by law to retain, including tax invoices and books of account.

4.7 **Licensor's records.** The Licensor may delete its own records of a Trial that was not converted into a paid licence, such as the organisation account on the Licence Server, as described in the Privacy Policy. This does not affect the Trial Data on the Customer's computers, which remains available read-only.

4.8 **Conversion.** If the Customer purchases a licence, the Trial converts into a paid licence, the read-only restriction is lifted and the Customer continues with all Trial Data.

## 5. FEES, TAXES AND PAYMENT

5.1 **Fees.** The Customer shall pay the Fees stated in the Order Form, namely:

(a) the Licence Fee, once, for the Licensed Capacity;

(b) the AMC Fee, yearly in advance from the second AMC Period; maintenance for the first twelve months is included free with the Licence Fee, unless the Order Form expressly states otherwise; and

(c) the charges agreed in writing for any service outside the AMC, such as a visit to the Customer's premises under Schedule 1, clause 1.3.

5.2 **Taxes.** All Fees are exclusive of goods and services tax and of any other tax, duty or levy, which the Customer shall pay in addition at the applicable rate. The Licensor shall issue a tax invoice in accordance with applicable law.

5.3 **Tax deducted at source.** Where the Customer is required by law to deduct tax at source from a payment, it shall deposit the tax within the prescribed time and furnish the Licensor with the corresponding certificate within the time required by law. If the certificate is not furnished, the Customer shall pay the Licensor an amount equal to the tax deducted.

5.4 **Payment.** Unless the Order Form states otherwise, Fees are payable in advance, in Indian Rupees, by the methods of payment offered on the Website or in the Order Form. A licence is Activated, and an AMC Period begins or is renewed, only on receipt of cleared funds.

5.5 **Late payment.** If an amount is not paid when due, the Licensor may, after giving the Customer at least fifteen (15) days' written notice, withhold Activation, suspend the AMC and, where the Licence Fee is unpaid, suspend the licence until payment is received. Where the Licensor is registered as a micro or small enterprise, interest on late payment is payable as provided in the Micro, Small and Medium Enterprises Development Act, 2006.

5.6 **Price changes.** The Licensor may change its prices for new Order Forms at any time, and may change the AMC Fee for a renewal by giving at least thirty (30) days' notice before the end of the current AMC Period.

5.7 **No set-off.** The Customer shall pay the Fees without set-off, counterclaim or deduction, except as required by law.

## 6. ANNUAL MAINTENANCE AND SUPPORT

6.1 Unless the Order Form states otherwise, the first AMC Period begins on the Activation of the Customer's first paid licence, with maintenance included free for its first twelve months, unless the Order Form expressly states otherwise. Each later AMC Period begins on the expiry of the previous one, on payment of the AMC Fee.

6.2 During each AMC Period the Licensor shall provide the Updates and support described in Schedule 1.

6.3 If the AMC is not renewed, the Software continues to work with the Licensed Versions and the Customer keeps its perpetual licence of them. The Customer does not receive Updates released after the end of the last AMC Period, and support is available only at the Licensor's discretion and at its then-current charges.

6.4 To renew an AMC that has lapsed, the Licensor may require the Customer to pay the AMC Fee for the period since the end of the last AMC Period, in addition to the AMC Fee for the new AMC Period.

## 7. UPDATES AND AUTOMATIC INSTALLATION

7.1 **Automatic update service.** The Software includes a service that checks periodically for Updates from the Licensor's distribution service. It accepts only Updates that carry the Licensor's digital signature.

7.2 **Safeguards.** Before installing an Update, the Software makes a backup of the Customer Data and a copy of the installed program. After installation it checks that the Software is working and, if the checks fail, restores the previous program and, where needed, the backup.

7.3 **Timing.** The Customer's administrators may install an Update at once or schedule it for a later time. If an Update is not scheduled, the Software may install it automatically outside normal working hours while it is not in use. The Software is unavailable, and open screens are closed, while an Update is being installed.

7.4 **Operator PCs.** Every Operator PC must run the same version of the Software as its Server PC. An Operator PC that runs a different version prompts for, and may require, the matching version before it can be used.

7.5 **Consent.** The Customer consents to the download and installation of Updates as described in this clause 7. The Licensor may keep an organisation at a particular version, for example for compatibility, and an Update to which the Customer is not entitled under clause 3.3 is not installed.

7.6 **Changes.** An Update may add, change or remove features. The Licensor shall not, by an Update, remove a core function of the Software on which the Customer relies without giving reasonable notice or providing a reasonable alternative.

## 8. LICENCE VERIFICATION

8.1 The Software connects to the Licence Server when it is Activated and from time to time afterwards, to verify and renew the licence. In doing so it sends the information described in the Privacy Policy, which includes the Licence Numbers, one-way hashed identifiers of each computer, the name of the computer, the version of the Software, the IP address, and the number of companies, user accounts and connected Operator PCs. It does not send the Customer's business records.

8.2 A paid licence continues to work while the Licence Server cannot be reached, and is renewed when the connection returns.

8.3 Where the Software was installed before the Licence Server was introduced, it may also send the names of the companies configured in it and the dates of its earliest records, so that the Licensor can link the installation to the Customer.

8.4 The Customer shall not, and shall not permit any person to:

(a) remove, disable, bypass or tamper with the licence verification;

(b) emulate, imitate or redirect the Licence Server;

(c) share Licence Numbers or organisation sign-in details with any other organisation; or

(d) alter the identifiers or the system clock of a computer to avoid a licence restriction.

8.5 If the Licensor reasonably believes that the Software is being used beyond the Licensed Capacity or otherwise in breach of this Agreement, it may block the computers concerned or suspend the Licence Record, giving notice where practicable, until the matter is resolved.

## 9. RESTRICTIONS

9.1 Except as expressly permitted by this Agreement, or by law or by the licence of a Third-Party Component to the extent that the permission cannot be excluded, the Customer shall not:

(a) copy, modify, translate or create derivative works of the Software;

(b) decompile, disassemble or reverse-engineer the Software, or attempt to derive its source code;

(c) sell, resell, rent, lease, lend, sublicense, distribute or otherwise make the Software available to any third party;

(d) use the Software to provide services to third parties, including as a bureau or a hosted service;

(e) use the Software beyond the Licensed Capacity;

(f) remove or alter any proprietary notice, label or mark on the Software;

(g) use the Software, or knowledge of it, to develop a competing product; or

(h) use the Software for any unlawful purpose or in breach of any applicable law.

9.2 The Customer shall ensure that its Authorised Users comply with this Agreement, and is responsible for their acts and omissions.

## 10. THIRD-PARTY COMPONENTS AND SERVICES

10.1 **Third-Party Components.** The Software includes Third-Party Components, which are listed with their licences in the third-party notices supplied with the Software. Each Third-Party Component is licensed under its own terms, and nothing in this Agreement restricts any right that those terms grant, including any right to replace or modify a library licensed under the GNU Lesser General Public License.

10.2 **Third-Party Services.** At the Customer's option, the Software can connect to services operated by others, including email (SMTP) providers, WhatsApp and SMS messaging providers, Microsoft OneDrive and other cloud storage, remote-access relay services, and payment and UPI services. The use of a Third-Party Service

is subject to its provider's terms and charges. The Customer is responsible for its own accounts, credentials and content on those services and for any registration required by law, such as the registration of commercial SMS senders and templates.

10.3 **No responsibility.** The Licensor does not control, and is not responsible for, any Third-Party Service, including its availability, security, changes or withdrawal. Remote-access relay services in particular are provided by third parties on a best-effort basis and may be interrupted without notice.

## 11. CUSTOMER DATA AND CUSTOMER RESPONSIBILITIES

11.1 **Ownership.** As between the parties, the Customer owns the Customer Data. The Licensor acquires no right in it, except the limited right to access and use it to provide support at the Customer's request.

11.2 **Location.** The Customer Data is stored on the Customer's own computers, in the folders that the Customer chooses. The Licensor does not host the Customer Data and does not receive it, except data that the Customer chooses to send or show to the Licensor for support and the information described in clause 8.

11.3 **Backups.** The Customer is responsible for backing up the Customer Data regularly, for keeping at least one recent copy on separate media or in a separate location, and for testing periodically that its backups can be restored. The backup features of the Software assist the Customer but do not replace its own backup procedures. The Customer is responsible for meeting any statutory requirement that applies to it for the backup of its books of account.

11.4 **Computers and network.** The Customer is responsible for providing and maintaining suitable computers, a licensed and supported version of Microsoft Windows, its network and Internet connection, security software and a stable power supply, as described in the Documentation.

11.5 **Accounts and access.** The Customer is responsible for creating and managing Authorised User accounts and their permissions, for keeping passwords, and in particular administrator passwords, confidential, and for all activity under its accounts. The Customer shall notify the Licensor promptly of any unauthorised use of its Licence Numbers or organisation account.

11.6 **Accuracy.** The Customer is responsible for the accuracy and completeness of the data that it enters, including masters, tax rates and classifications, prices, formulae, specifications and opening balances, and for checking the documents and reports produced from them.

11.7 **Lawful use.** The Customer is responsible for complying with all laws that apply to its use of the Software and to the Customer Data, including the laws on the protection of the Personal Data of its employees, customers, suppliers and other individuals, on the retention of records, and on commercial communications.

## 12. SUPPORT ACCESS AND DATA PROTECTION

12.1 To resolve a support request the Licensor may need to connect to the Customer's computers by remote session, or to receive screenshots, logs, diagnostic files or copies of Customer Data. The Licensor shall do so only with the Customer's permission, given or confirmed for the request concerned, and only to the extent necessary for that request.

12.2 Where, in doing so, the Licensor processes Personal Data contained in the Customer Data on the Customer's behalf, the Customer is the Data Fiduciary and the Licensor is its Data Processor, and the data processing terms in Schedule 3 apply.

12.3 The Licensor processes the Personal Data that it collects for its own purposes, such as registration, licensing, billing and communication, in accordance with the Privacy Policy. The Customer shall make the Privacy Policy available to the Authorised Users whose Personal Data it provides to the Licensor.

## 13. STATUTORY COMPLIANCE AND PROFESSIONAL ADVICE

13.1 **No professional advice.** The Software is a tool to help the Customer record and manage its business information. Neither the Software nor the Licensor provides tax, accounting, legal, engineering, safety or regulatory advice, which the Customer should obtain from qualified professionals.

13.2 **Goods and services tax.** The Software prepares tax invoices, registers and reports from the Customer's data and settings. The Customer is responsible for checking every document and return before it is issued or filed, and for the correctness of tax rates, classifications, place of supply, valuation and filings. The Licensor is not liable for any tax, interest or penalty, or for any loss of input tax credit.

13.3 **E-invoicing and e-way bills.** Unless the Documentation for a Licensed Version expressly states otherwise, the Software does not obtain invoice reference numbers or signed QR codes from the Invoice Registration Portal, and does not generate e-way bills. Where the law requires them, the Customer must obtain them through the government portals or an authorised provider.

13.4 **Books of account and audit trail.** The Software keeps an audit trail of the creation, change and deletion of its accounting records and of the documents that create them, recording for each the user, the date and time, and the values before and after the change. The audit trail cannot be switched off, and its entries cannot be edited or deleted from within the Software. The Customer remains responsible for the security of its computers and databases, for keeping the audit trail for the period required by law, and for satisfying itself, with its auditors, that its use of the Software meets the proviso to Rule 3(1) of the Companies (Accounts) Rules, 2014 and any other requirement that applies to its books of account.

13.5 **Safety and quality documents.** Material safety data sheets, GHS labels, certificates of analysis, test reports, specifications and similar documents are produced from data entered by the Customer. The Customer, as manufacturer or supplier, is solely responsible for their content and accuracy and for their compliance with applicable law and standards.

13.6 **Calculations.** Costing, price limits, credit limits, stock valuation, planning suggestions and other calculations are aids to the Customer's own decisions, and the Customer is responsible for checking them before relying on them.

## 14. INTELLECTUAL PROPERTY

14.1 The Software and the Documentation, all intellectual property rights in them, and the name "SAMP ERP" and the Licensor's logos belong to the Licensor or its licensors. No right is granted to the Customer except the licence in clause 3.

14.2 The Licensor may use freely, without any obligation to the Customer, any suggestion or feedback about the Software that the Customer gives it.

14.3 The Licensor shall not name the Customer as a customer in its publicity without the Customer's prior written consent.

## 15. CONFIDENTIALITY

15.1 Each party shall keep confidential, and use only for the purposes of this Agreement, the confidential information of the other party that it receives. The Licensor's confidential information includes the non-public parts of the Software, its pricing and the Licence Numbers; the Customer's includes the Customer Data and its business information.

15.2 Clause 15.1 does not apply to information that is or becomes public other than through a breach of this Agreement, that the receiving party already lawfully knew or develops independently, or that it lawfully receives from a third party without restriction. A party may disclose confidential information where

required by law or by a competent authority, giving the other party prompt notice where it is lawful to do so.

15.3 This clause 15 continues for three (3) years after this Agreement ends and, for Customer Data, without limit of time.

## 16. WARRANTIES

16.1 The Licensor warrants that:

(a) it has the right to grant the licence in this Agreement;

(b) for the Warranty Period stated at item B3 of the Particulars, each Licensed Version as delivered will perform materially in accordance with its Documentation when used as permitted by this Agreement; and

(c) it will take reasonable care that the Software as delivered contains no virus or other code intended to harm the Customer's computers or data, other than the licence verification described in this Agreement.

16.2 If the Customer reports a breach of clause 16.1(b) within the Warranty Period, the Licensor shall, at its option, correct the Defect, provide a reasonable workaround or, if it cannot do either within a reasonable time, accept the termination of the affected licence and refund the Licence Fee paid for it. This is the Customer's sole remedy for such a breach.

16.3 Except as expressly stated in this Agreement, and to the fullest extent permitted by law, the Software is provided "as is", and the Licensor gives no other warranty, condition or representation, express or implied, including as to merchantability, fitness for a particular purpose, uninterrupted or error-free operation, or that the Software will meet the Customer's requirements. A Trial is provided without any warranty.

## 17. LIMITATION OF LIABILITY

17.1 The Licensor shall not be liable, whether in contract, tort (including negligence) or otherwise, for:

(a) any loss of profit, revenue, business, contracts, goodwill or anticipated savings;

(b) any loss or corruption of data, except to the extent that it is caused by the Licensor's breach of this Agreement and cannot be recovered from the backups that the Customer is required to keep under clause 11.3;

(c) any tax, interest, penalty or fine imposed on the Customer;

(d) the cost of substitute software or services; or

(e) any indirect, incidental, special or consequential loss,

in each case even if the Licensor was advised of the possibility of that loss.

17.2 The Licensor's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total Fees paid by the Customer to the Licensor in the twelve (12) months immediately preceding the event giving rise to the claim or, in connection with a Trial, one thousand Indian Rupees (INR 1,000).

17.3 Nothing in this Agreement limits or excludes liability for fraud or wilful misconduct, or any liability that cannot be limited or excluded by law.

17.4 The Customer acknowledges that the Fees reflect the allocation of risk in this clause 17, and that the Licensor would not have entered into this Agreement without it.

## 18. INDEMNITY

18.1 The Customer shall indemnify the Licensor against all losses, damages, costs (including reasonable legal costs) and liabilities arising out of any claim by a third party relating to: (a) the Customer Data or its processing at the Customer's direction; (b) use of the Software in breach of clause 8.4 or clause 9; or (c) the Customer's breach of applicable law.

18.2 The Licensor shall give the Customer prompt notice of any such claim and reasonable cooperation, at the Customer's cost, in its defence.

## 19. TERM, SUSPENSION AND TERMINATION

19.1 This Agreement begins on its acceptance under clause 2.1 and continues until it is terminated in accordance with this clause 19. A Trial ends as provided in clause 4.

19.2 The Licensor may terminate this Agreement, or suspend the licence, by written notice to the Customer if:

(a) the Customer commits a material breach of this Agreement and, where the breach can be remedied, fails to remedy it within fifteen (15) days of receiving notice of it;

(b) the Customer breaches clause 8.4 or clause 9;

(c) any Fees remain unpaid fifteen (15) days after a notice under clause 5.5; or

(d) the Customer becomes insolvent, goes into liquidation, makes an arrangement with its creditors or ceases to carry on business.

19.3 The Customer may terminate this Agreement at any time by ceasing to use the Software and uninstalling it from all its computers. Fees are refundable only as stated in Schedule 2.

19.4 On termination:

(a) all licences granted under this Agreement end, and the Customer shall stop using the Software and uninstall it;

(b) the Licensor may deactivate the Customer's Licence Record;

(c) all Fees due remain payable; and

(d) the Customer Data remains on the Customer's computers, and the Licensor shall not delete it.

19.5 For thirty (30) days after termination, other than termination under clause 19.2(b), the Licensor shall on request give reasonable assistance to enable the Customer to obtain a copy of its Customer Data in a commonly used format, subject to payment of any Fees then due.

19.6 Clauses 1, 5 (as to amounts due), 9, 11.1, 13, 14, 15, 17, 18, 19.4, 19.5, 25 and 27, and any other provision that by its nature is intended to survive, survive termination.

## 20. DELIVERY, CANCELLATION AND REFUNDS

20.1 The Software is delivered electronically. Delivery, cancellations and refunds are governed by the Delivery, Cancellation and Refund Policy in Schedule 2, which is also published on the Website.

## 21. PRIVACY

21.1 The Privacy Policy explains how the Licensor collects and uses Personal Data in connection with the Website, the Free Trial, the Licence Server, billing and support, and how individuals may exercise their rights. Questions and grievances may be sent to the Grievance Officer named at item A8 of the Particulars.

## 22. FORCE MAJEURE

22.1 Neither party is liable for a delay or failure in performing its obligations, other than obligations of payment, caused by events beyond its reasonable control, including natural disasters, epidemics, war, civil unrest, acts of government, failures of the Internet or of telecommunication networks, power failures, and the failure or withdrawal of third-party platforms or services on which the Software or the Licence Server depends. The affected party shall notify the other party promptly and use reasonable efforts to resume performance.

## 23. ASSIGNMENT AND SUBCONTRACTING

23.1 The Customer shall not assign, transfer or sublicense any of its rights or obligations under this Agreement without the Licensor's prior written consent, except to a successor to the whole of its business that agrees in writing to be bound by this Agreement, on written notice to the Licensor.

23.2 The Licensor may assign this Agreement to a successor to its business relating to the Software, and may use subcontractors to perform its obligations, remaining responsible for them.

## 24. NOTICES

24.1 Notices under this Agreement shall be in writing and sent by email: to the Customer, at the email address registered in its Licence Record or stated in the Order Form; and to the Licensor, at the email address stated at item A6 of the Particulars. A notice sent by email is deemed received on the next Business Day after it is sent, unless the sender receives a notice of non-delivery.

24.2 A notice of a dispute or of legal proceedings shall also be sent by registered post or courier to the registered or principal office of the other party.

24.3 Each party shall keep its registered email address up to date.

## 25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1 This Agreement and any dispute or claim arising out of or in connection with it are governed by the laws of India.

25.2 The parties shall first attempt to resolve any dispute by good-faith discussion between their senior representatives within thirty (30) days of a written notice of the dispute.

25.3 A dispute not so resolved shall be referred to and finally resolved by arbitration before a sole arbitrator appointed by agreement of the parties or, failing agreement, in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of the arbitration shall be the city stated at item A10 of the Particulars, the arbitration shall be conducted in English, and the award shall be final and binding on the parties.

25.4 Subject to clause 25.3, the courts at the city stated at item A10 of the Particulars have exclusive jurisdiction, including for interim measures under section 9 of the Arbitration and Conciliation Act, 1996. Nothing in this clause prevents the Licensor from seeking urgent injunctive relief from any competent court to protect its intellectual property or confidential information.

## 26. CHANGES TO THESE TERMS AND CONDITIONS

26.1 The Licensor may revise these Terms and Conditions from time to time by publishing a revised version on the Website, showing its version number and effective date. Where practicable, the Licensor shall also notify customers holding paid licences by email or through the Software.

26.2 A revised version applies to a Trial started, or an Order Form accepted, after its effective date. For an existing paid licence, a revision that materially reduces the Customer's rights applies only from the start of the Customer's next AMC Period or on the Customer's acceptance of it, and any other revision applies from its effective date.

26.3 No revision withdraws the perpetual licence of a Licensed Version that has already been paid for.

## 27. GENERAL

27.1 **Entire agreement.** This Agreement is the entire agreement between the parties about its subject matter and supersedes all prior proposals, representations and understandings. Each party confirms that it has not relied on any statement that is not set out in this Agreement.

27.2 **Amendment.** Except as provided in clause 26, this Agreement may be amended only in writing signed or expressly accepted by both parties.

27.3 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be enforced to the maximum extent permitted, and the remaining provisions continue in full force.

27.4 **Waiver.** A failure or delay in exercising a right is not a waiver of it.

27.5 **Relationship.** The parties are independent contractors. Nothing in this Agreement creates a partnership, agency, joint venture or employment relationship between them.

27.6 **Third parties.** No person other than the parties has any right to enforce this Agreement.

27.7 **Electronic records.** Records kept electronically by the Licensor, including Licence Server records, emails and records of acceptance, are admissible as evidence of the matters they record, subject to applicable law.

27.8 **Language.** This Agreement is made in English. A translation is for convenience only, and the English version prevails.

## EXECUTION

Where this Agreement is signed on paper rather than accepted electronically, it is signed by the authorised representatives of the parties on the dates written below.

| **For and on behalf of the Licensor** | **For and on behalf of the Customer** |
|---|---|
| Signature | Signature |
| Name | Name |
| Designation | Designation and organisation |
| Date and place | Date and place |

SCHEDULE 1

# Annual Maintenance and Support

## 1. Scope of the AMC

1.1 During each AMC Period the Licensor shall provide:

(a) every Update released by the Licensor during the AMC Period, through the automatic update service;

(b) correction, by an Update or a workaround, of Defects that can be reproduced in the latest Licensed Version;

(c) answers to questions about the use and configuration of the Software;

(d) assistance in installing the Software on a replacement computer or after Windows has been reinstalled, and in moving a licence under clause 3.5; and

(e) assistance in restoring the Customer Data from a backup made by the Software;

(f) customisation of the Software for the Customer, such as new reports, print formats, fields and changes to screens and workflows, under clause 1.2;

(g) migration of the Customer's masters, opening balances and opening stock from its previous system or spreadsheets into the Software, in a format agreed with the Licensor; and

(h) training of the Customer's Authorised Users, including refresher training for new staff and training on Updates.

1.2 **Customisation.** Customisation is included in the AMC Fee. The Licensor plans and schedules customisation work in consultation with the Customer and delivers it through Updates. The Licensor may decline, giving its reasons, a change that would compromise the security, integrity or legal compliance of the Software or the data of the Customer. All rights in customisations belong to the Licensor under clause 14, and the Licensor may make them available to other customers, without disclosing any Customer Data or Confidential Information of the Customer.

1.3 **Remote delivery.** All services under the AMC, including support, customisation discussions, data migration and training, are provided remotely: by telephone, WhatsApp, email, remote session and online meeting. Visits to the Customer's premises are not part of the AMC. At the Customer's request the Licensor may agree to a visit, at a charge and on dates agreed in writing beforehand, which may include travel and accommodation.

## 2. Support hours and channels

2.1 Support is provided during the Support Hours, through the Support Channels, stated at items B5 and B6 of the Particulars. A request received outside the Support Hours is treated as received at the start of the next Support Hours.

2.2 Each request should state the Customer's name, the computer and the screen concerned, a description of the problem and the steps that produce it, with screenshots where possible.

## 3. Priorities and response targets

3.1 The Licensor assigns each request one of the following priorities, acting reasonably:

| Priority | Description | Target first response |
|---|---|---|
| **Critical** | The Software cannot be started, or cannot be used for its core operations, on any computer; or Customer Data is at risk of loss. | Within 4 Support Hours. Work on a correction or workaround continues throughout the Support Hours. |

| Priority | Description | Target first response |
|---|---|---|
| **High** | A major function cannot be used and there is no reasonable workaround. | Within 1 Business Day. |
| **Normal** | A function is impaired but a workaround exists, or the problem is minor or cosmetic. | Within 3 Business Days. |
| **Request** | A question about use, or a request for a new feature or a change. | Within 5 Business Days. New features are at the Licensor's discretion. |

3.2 A response is an acknowledgement by a member of the Licensor's support staff and the start of the investigation. Response targets are not guarantees of the time needed to resolve a problem, which depends on its nature.

## 4. Customer obligations

4.1 To receive support, the Customer shall:

(a) nominate up to two contact persons who are familiar with the Software;

(b) keep the Software updated to the latest Licensed Version, on which a problem may first need to be checked;

(c) give the Licensor reasonable remote access when asked, in accordance with clause 12;

(d) keep backups as required by clause 11.3; and

(e) give reasonable assistance in diagnosing problems.

## 5. Exclusions

5.1 The AMC does not include:

(a) visits to the Customer's premises, which may be arranged only under clause 1.3;

(b) entry of the Customer's day-to-day transactions, which remains the Customer's responsibility;

(c) the repair of problems caused by the Customer's computers, operating system, network, security software, power supply or Third-Party Services, although the Licensor will help to identify them;

(d) the repair of problems caused by use contrary to the Documentation or this Agreement, or by any modification not made by the Licensor;

(e) recovery of data for which no usable backup exists, which the Licensor may attempt on a best-effort basis only; and

(f) support on versions of Microsoft Windows that Microsoft no longer supports.

## 6. Supported versions

6.1 Support is provided for the latest Licensed Version and, for thirty (30) days after an Update is released, for the version immediately before it.

## 7. Renewal and lapse

7.1 The Licensor shall send a renewal invoice at least thirty (30) days before the end of each AMC Period. The AMC is renewed on payment of the renewal invoice.

7.2 The consequences of not renewing the AMC are set out in clauses 6.3 and 6.4.

SCHEDULE 2

# Delivery, Cancellation and Refund Policy

**1. Delivery**

1.1 The Software is delivered electronically. No physical goods are shipped.

1.2 After payment is received, the Licensor sends the Licence Numbers and, where needed, a link to download the Software to the Customer's registered email address, normally on the same day and in any event within one (1) Business Day. The licence is applied automatically to the Customer's Activated computers. If the Customer has not received these within two (2) Business Days, it should write to the email address stated at item A6 of the Particulars.

**2. Free Trial before purchase**

2.1 Because the Customer can evaluate the complete Software free of charge during the Free Trial, Fees are refundable only as set out in this Schedule.

**3. Cancellation before Activation**

3.1 An order that has been paid, but under which no licence has yet been Activated, may be cancelled by a written request made within the cancellation window stated at item B7 of the Particulars, for a full refund.

**4. Licence Fee**

4.1 Once a licence has been Activated, its Licence Fee is not refundable, except:

(a) as provided in clause 16.2, for a material Defect reported within the Warranty Period that the Licensor cannot correct or work around within a reasonable time; or

(b) where the Licensor is unable to deliver or Activate the licence.

**5. AMC Fee**

5.1 The AMC Fee is not refundable once the AMC Period has begun, except that, if the Licensor ends the AMC for its own convenience or permanently discontinues support for the Software, it shall refund the AMC Fee for the unexpired part of the AMC Period.

**6. Services**

6.1 Charges for services outside the AMC, such as a visit to the Customer's premises, are not refundable once the services have been performed. An advance paid for services not yet performed is refunded on cancellation, less any costs already reasonably incurred, such as non-refundable travel bookings.

**7. Duplicate or excess payments**

7.1 A payment made twice in error, or in excess of the amount due, is refunded in full.

**8. How refunds are made**

8.1 A refund request should be sent by email to the address stated at item A6 of the Particulars, quoting the order or invoice number and the reason for the request. The Licensor will reply within three (3) Business Days. An approved refund is processed within seven (7) Business Days to the original method of payment; the time taken for the money to reach the Customer after that depends on its bank or payment provider. A credit note is issued against the related tax invoice.

8.2 When a Licence Fee is refunded, the licence concerned ends and the Customer shall stop using the Software on the computers concerned. The Customer Data remains on the Customer's computers.

SCHEDULE 3

# Data Processing Terms

## 1. Application

1.1 This Schedule applies whenever the Licensor processes Personal Data contained in the Customer Data on the Customer's behalf, including during remote sessions and when it receives screenshots, logs, diagnostic files, backups or other copies of Customer Data for support (**"Customer Personal Data"**).

## 2. Roles and instructions

2.1 The Customer is the Data Fiduciary and the Licensor is a Data Processor. The Licensor shall process Customer Personal Data only to provide the support requested and in accordance with the Customer's documented instructions, unless the law requires otherwise.

## 3. Confidentiality and access

3.1 The Licensor shall ensure that only personnel who need access for the support request have access to Customer Personal Data, that they are bound by obligations of confidentiality, and that in remote sessions they view only what the support request requires.

## 4. Security

4.1 The Licensor shall take reasonable security safeguards to protect Customer Personal Data against unauthorised access, disclosure, alteration and loss, including keeping any copies only on access-controlled and encrypted devices or storage and making no copy that the support request does not require.

## 5. Deletion

5.1 The Licensor shall delete all copies of Customer Personal Data within thirty (30) days after the support request has been completed, or earlier at the Customer's request, unless the law requires it to retain them.

## 6. Personal data breach

6.1 The Licensor shall notify the Customer without undue delay, and in any event within twenty-four (24) hours, after becoming aware of a breach affecting Customer Personal Data, and shall give the Customer the information reasonably available to it to enable the Customer to meet its own obligations to inform the Data Protection Board of India and the individuals affected.

## 7. Sub-processors

7.1 The Licensor may use reputable service providers, such as email and secure file-transfer services, to handle Customer Personal Data for support, and remains responsible for their compliance with this Schedule.

## 8. Assistance

8.1 The Licensor shall give the Customer reasonable assistance in responding to requests from individuals exercising their rights, and to enquiries from the Data Protection Board of India, relating to Customer Personal Data.

## 9. Transfers

9.1 Customer Personal Data may be processed using service providers located outside India, except in a country or territory to which the transfer of Personal Data is restricted under the Digital Personal Data Protection Act, 2023.

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