End User License Agreement

This End-User License Agreement ("EULA") is a legal agreement

Between

SoftTech Engineers Limited, having an office at SoftTech Towers, Opp. Royal Enfield Showroom, 1-Baner, Baner Road, Pune: 411045, Maharashtra, India ("SoftTech" or "Licensor") has agreed to grant the license and provide related services to the customer, subject to the terms and conditions set forth in this EULA. SoftTech governs access to and use of its software product, **CivitINFRA®**. SoftTech is engaged in the business of developing, selling, marketing and maintaining software products, services and solutions for various customers ("Software").

And

Andhra Pradesh Capital Region Development Authority (APCRDA) having an office at Lenin Center, Vijayawada-520 002, Andhra Pradesh, India ("End User" or "Customer")

For procurement of CivitINFRA Licenses from SoftTech vide Contract No. MAU61-ADMN0IS(APWS)/7/2025-IS dated 10-07-2025 between APCRDA and SoftTech.

Customer's access to and use of the Software is conditioned on its acceptance of and compliance with these terms. By accessing or using the Software, Customer agree to be bound by these terms and conditions set out in this EULA. If Customer disagrees with any part of the terms, then it may not access the Software.

1. LICENSE

1.1. **License.** Subject to the provisions of this EULA and the applicable Project Agreement, the Licensor grants to the End User a non-transferable, non-sub-licensable, non-exclusive, and perpetual licence for internal use of the Software, as listed in Schedule A (hereinafter called the License).

1.2. **Effective Date:** This EULA is a binding offer by SoftTech. It only becomes effective if duly signed by Customer and returned to SoftTech. on or prior to 30-07-2025 ("Effective Date").

1.3. **Reservation of rights.** Except for the licence explicitly granted by Clause 1.1, the Licensor reserves all its rights. The End User acknowledges and agrees that the End User is licensed to use the Software only in accordance with the express provisions of this EULA and not otherwise. Licensor reserves the right to change the prices and terms and conditions of this EULA.

1.4. **Software support and Maintenance**. The Licensor shall provide upgrades, updates, bug-fix, and standard technical support to the End User as part of the Annual Technical Support (ATS) and maintenance services, subject to the payment of applicable annual charges as defined in the relevant Customer Contract Agreement.

1.5. **License Use Restrictions.** Each license is intended for use by only one individual user and must not be shared with others, whether within or outside the Licensee's organization. Any form of license sharing, including but not limited to use by subsidiaries, affiliates, or third parties, is strictly prohibited. User cannot share login credentials but can access the software from multiple devices. Multiple licenses may be issued to different authorised users within the End User's organisation, as specified in the applicable Project Agreement. Each license shall remain individual and non-transferable, and sharing of login credentials is strictly prohibited.

2. USE OF SOFTWARE

2.1. **Restrictions.** Except to the extent permitted by applicable mandatory law, the End User shall not, unless expressly permitted by any other agreement entered into between the End User and the Licensor: (i) copy or reproduce the Software; (ii) merge the Software with any other software; (iii) translate, adapt, vary, or modify the Software; or (iv) disassemble, decompile, or reverse engineer the Software, or otherwise attempt to derive the source code of the Software; (v) provide, disclose, demonstrate, or otherwise make available the Software to any third party; or (vi) use the Software to provide any services or training for any third party; or (vii) sell, lease, rent, transfer, hire-out, license, sub-license, assign, distribute, publish, charge, pledge, encumber, commercially exploit, or (viii) otherwise deal with the Software, or have any software written or developed that is based on or derived from the Software. This License does not constitute a sale of the Software or any intellectual property rights therein. All rights not expressly granted are reserved by SoftTech.

2.2. **Acceptance of Third-Party Terms.** The End User acknowledges that in installing the Software, it may also be required or have the option to install third party software ("Third Party Software"), and the End User agree that if it installs the Third Party Software, End User shall agree to the terms of such Third Party Software ("Third Party Terms") prior to installation, and that if the End User does install the Third Party Software with or without review of the Third Party Terms, then such installation shall constitute and be deemed acceptance in full of the Third Party Terms by the End User.

2.3. **Usage of data.** Each Party shall comply with its respective obligations under applicable data protection laws. Each Party shall maintain appropriate administrative, physical, technical and organizational measures that ensure an appropriate level of security for Confidential Information (defined below) and personal data. The End User is solely responsible for ensuring that the security of the software and services are appropriate for its intended use and the storage, hosting, or processing of personal data and any other categories of data.

2.4. **Project-Specific Variations –** An Annual Technical Support (ATS) and maintenance fee shall be applicable on a yearly basis in order to continue receiving updates, technical support, or other ongoing services. The scope, applicable fees, and payment terms of such maintenance shall be clearly defined in the respective project agreement.

3. LICENSE FEE

3.1. **Fee.** The End User shall pay to the Licensor a one-time, non-refundable License Fee for the grant of a perpetual license, as agreed in writing between the Parties ("License Fee"). In addition to the License Fee, the End User shall also pay annual charges for ATS and Software Maintenance, as specified in the applicable project agreement. Following acceptance of this EULA, the Licensor shall raise an invoice in accordance with the agreed payment milestones. Unless otherwise agreed in writing, payments shall be made as per the invoicing schedule.

3.2. **Taxes.** All payment due under this EULA are exclusive of all the applicable taxes that may be levied by the Government from time to time, which shall be paid by the End User to the Licensor in addition to the agreed amounts, at the rates and in the manner prescribed by applicable law.

3.3. **Withholding of Taxes.** If any local law requires Customer to withhold any tax on amount payable to Licensor, then it shall withhold the tax and remit the balance amount to Licensor. For the Tax withheld, Customer shall provide to Licensor with the relevant tax certificate(s). In cases where Customer fails to provide the relevant tax certificates on time, the Customer shall pay the amount equivalent to the withheld tax.

4. REPRESENTATIONS AND WARRANTIES

4.1. Each Party represents and warrants to the other Party as mentioned hereto that:

4.1.1. Each Party is duly incorporated and existing under the laws applicable on such Party.

4.1.2. The execution and delivery of this EULA by Licensor shall be performed as per the transactions contemplated hereby and each Party is duly authorized to perform their respective duties under this EULA. Assuming the due authorization, execution and delivery hereof by the other Party, this EULA constitutes a legal, valid and binding obligation on each Party to this EULA, which is enforceable against each Party in accordance with its terms and conditions.

4.1.3. The execution, delivery and performance of this EULA by each Party and the transactions contemplated hereby will not (i) violate any provision of the organizational or governance documents of each Party, (ii) violate or conflict with any agreement that the warranting Party may have with any person; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, or other agreement to which each Party is a party or by which such Party is bound, (iv) violate any order, injunction, judgment or decree against, or binding upon, each Party or upon its respective securities, properties or businesses, or (v) violate any applicable law.

4.2. The express undertakings and warranties given by the Licensor in this EULA are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way, including any implied warranty of merchantability, satisfactory quality, fitness for any

particular purpose. All of these are excluded to the fullest extent permitted by applicable law. Without limiting the scope of the preceding sentences, the Licensor gives no warranty or guarantee that the Software will meet the End User's requirements, that the use of the Software will be un-interrupted, or that any errors and/or defects in the Software can or will be corrected.

5. INDEMNITY

5.1. End User ("Indemnifying Party") shall at its own expense, defend, indemnify and hold harmless the Licensor and each of its affiliates, officers, directors, employees, representatives, successors and permitted assigns (individually and collectively the "Indemnified Parties"), from and against any and all losses, claims, costs and expenses (including reasonable attorney's fees) and liabilities incurred by the Indemnified Parties arising directly on account of

(a) any breach of this EULA by the End User;

(b) any wrongful acts or omissions, negligence, or wilful misconduct by the End User or its employees, agents, representatives and contractors;

(c) any violation of applicable law or regulations by the End User;

(d) any third party claim arising from the End User's unauthorised use of third-party software or services in connection with the Software; or

(e) any use of the Software by the End User of the Software in a manner which infringes or violates the Intellectual Property Rights of Licensor.

6. LIMITATION OF LIABILITY

6.1. The cumulative maximum liability of the Licensor to the Customer under or in connection with this EULA, irrespective of the basis of the claim (whether in contract, tort, negligence, by statute or otherwise), including the Software covered by this EULA, shall be the payment of direct damages only which shall be limited in accordance with the provisions of this Clause 6. Notwithstanding anything to the contrary contained in this EULA, in no event, the cumulative liability of the Licensor in respect of any and all claims made under or in connection with this EULA shall exceed in aggregate the License Fees received by the Licensor from the End User in the preceding 3 (three) months from when the cause of action arises.

7. ACKNOWLEDGMENTS AND DISCLAIMERS

7.1. **Acknowledgements.** The End User acknowledges and agrees that software in general is not error-free and agrees that the existence of any errors in the Software shall not constitute a breach of this EULA by the Licensor.

7.2. **Responsibility for Security**. The End User is responsible for implementing appropriate security, antivirus, and malware protection measures within its IT systems and on any devices used to access the Software.

7.3. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, END USER ACCEPT THE SOFTWARE "AS IS" AND ACKNOWLEDGES THAT LICENSOR

MAKES NO OTHER WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LICENSOR FURTHER DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL MEET END USERS NEEDS OR EXPECTATION, BE ERROR FREE, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, OR THE SOFTWARE ERRORS BE CORRECTED.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. All right, title and interest in and to all, (a) registered and unregistered trademarks, service marks and logos (including all goodwill associated with any trademarks or trade and business names); (b) copyright, copyright applications, and copyrightable ideas, and/or concepts, moral rights, databases, domain names, and including all registrations and applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world; (c) trade secrets, proprietary information, and knowhow; (d) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (e) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, Software; (f) any patents, registered designs, design rights; and (g) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with the Software ("Intellectual Property Rights") are owned by the Licensor, as the case may be, and End User agrees to make no claim of interest in or ownership of any such Intellectual Property Rights. End User acknowledges that no title to the Intellectual Property Rights is transferred to End User, and that End User does not obtain any rights, express or implied on the Intellectual Property Rights. To the extent that End User creates any derivative work (any work that is based upon one or more preexisting versions of a Software provided to End User, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed or adapted) such derivative work shall be owned by Licensor and all right, title and interest in and to each such derivative work shall automatically vest in Licensor for all times. Licensor shall have no obligation to grant any right in any such derivative work to End User and shall be entitled to require End User to cease and desist from using or permitting use of the same at its sole discretion. For the avoidance of doubt, the source code of the software and all its components shall remain the exclusive property of the Licensor. The End User shall not access, copy, disclose, modify, or use the source code in any manner whatsoever.

8.2. Any data provided to Licensor and any configuration that has been done on the Software by the End User will remain the intellectual Property of the End User. The End User

hereby agrees and acknowledges that the source code, the application, the Software and any other derivatives will be the intellectual property of Licensor.

9. CONFIDENTIALITY

9.1. End User may use any information, oral or written, that relates to either Party's technical, financial, marketing or other proprietary information relating, without limitation, to business, products, processes, or services, whether or not designated as confidential or proprietary, or that a reasonable party would understand to be confidential or proprietary ("Confidential Information") only in connection with End User's use of the Software as permitted under this EULA. End User will not disclose Confidential Information during the Term or at any time during the 2 (two) year period following the end of the Term. End User will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures End User takes to protect End User's own confidential information of a similar nature. End User will not issue any press release or make any other public communication with respect to this EULA or End User's use of the Software.

9.2. The obligations of confidentiality shall not apply to Parties for: (a) disclosure of Confidential Information that is or becomes generally available to the public other than as a result of disclosure by or at the direction of a Party or any of its Representatives in violation of this EULA; (b) disclosure by Parties to its representatives provided such Representatives are bound by similar confidentiality obligations; or (c) disclosure, after giving prior notice to the other Parties to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required under the rules of any stock exchange or by applicable law or government regulations or generally accepted accounting principles applicable to any Party or judicial or regulatory process or in connection with any judicial process, regarding any legal action, suit or proceeding, arising out of or relating to this EULA.

10. DATA PRIVACY AND SECURITY

10.1 Data Collection and Use:

SoftTech collects and maintains limited user information, such as name, contact number, and address, solely for the purposes of record-keeping, licensing and communication. The Software does not collect or store any sensitive personal data or user activity as part of its standard usage. There is no transmission of user data to SoftTech's servers during normal operation of the Software.

10.2 Data Encryption and Access Control:

The Software includes built-in encryption features and access control mechanisms to protect user data. Users are required to access the Software using authenticated usernames and passwords. Encryption protocols are implemented where applicable to safeguard stored user data and ensure secure access.

11. NON-SOLICITATION

The End User agrees that, during the term of this EULA and for a period of two (2) years following its termination or expiration, it shall not, directly or indirectly, for itself or on behalf of any third party:

(a) solicit or attempt to solicit the business of any client, customer, or prospective customer of the Licensor with whom the End User had direct interaction in connection with this EULA;

(b) interfere with or attempt to interfere with any contractual or commercial relationship between the Licensor and any of its clients, suppliers, or business partners;

(c) hire, solicit for employment, or otherwise engage any person who is or was an employee of the Licensor or its affiliates during the term of this EULA.

12. COMPLIANCE WITH LAWS

12.1. Each Party while discharging its obligations under this EULA shall comply with applicable laws and guidelines framed by the Government of India or the appropriate State Government or any other statutory authority from time to time.

12.2. Licensor hereby confirms that it has obtained necessary approval/s, permission from statutory authorities, in respect of their scope of services to be provided under this EULA.

13. TERM AND TERMINATION

13.1. This EULA comes into effect from the Effective Date and shall remain operative for the project period i.e. five years and two months from such date. Any extension to this EULA requires express and written consent of both the Parties ("Term").

13.2. Licensor may terminate this EULA if:

13.2.1. the Customer does not meet its obligation to make payment as per agreed terms.

13.2.2. the Customer shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for a purpose of bona-fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Customer becomes subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on its business.

13.3. **Consequences of termination.** In the event of any termination of this EULA for any reason: (a) any licence granted by the Licensor under this EULA shall automatically terminate without further notice, and the End User shall make no further use of, or carry out any other activity in relation to, the Software; and (b) any instalments of the Licence Fee due to be paid after the date of termination shall forthwith become due and payable by the End User, and the Licensor shall be under no obligation to reimburse the whole or any part of the Licence Fee.

13.4. **Suspension due to non-compliance with EULA.** Notwithstanding other legal remedies that may be available to, Licensor may in its sole discretion limit Customer activity by immediately removing Customer access either temporarily or indefinitely or suspend or terminate Customer membership, and/or refuse to provide Customer with access to the Software: (a) If the Customer is in breach any of the terms and conditions of this EULA and/or the terms and conditions of usage of Licensor; (b) If the Customer has provided wrong, inaccurate, incomplete or incorrect information; (c) If any of Customer's actions may cause any harm, damage or loss to the other Customers, users or Licensor; (d) Illegal and/or unauthorized use of the Software.

13.5. **Termination by End User.** The End User may terminate this EULA by providing written notice to the Licensor, subject to the terms and conditions of the applicable Project Agreement. Such termination shall not affect any outstanding payment obligations or liabilities incurred prior to the termination date.

14. DISPUTE RESOLUTION AND GOVERNING LAW

14.1. This EULA and the rights and obligations thereunder shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles. Subject to Clause 14.2 below, the courts of Vijayawada shall have the exclusive authority to adjudicate upon any or all disputes arising out of or in connection with this EULA.

14.2. If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this EULA (whether before or after the termination or breach of this EULA) the concerned representatives of the Parties shall promptly and in good faith negotiate with a view to an amicable resolution and settlement of the dispute. In the event, no amicable resolution or settlement is reached within a period of 30 (thirty) days, such dispute or difference shall be referred to a sole arbitrator mutually appointed by the Parties or, upon the failure of the Parties to agree upon a sole arbitrator, within a period of 10 (ten) days, each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and any amendments thereof. The arbitration proceedings shall be held at Vijayawada. The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this EULA. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings. Notwithstanding anything contained herein, the Parties shall have a right to institute legal proceedings to prevent any continuing breach of the provisions of this EULA to seek an injunctive or any other specific relief.

15. MISCELLANEOUS

15.1. **Amendments.** This EULA may be amended by the Licensor from time to time.

15.2. **Waiver.** No waiver shall be deemed effective under this EULA unless in writing signed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder, and no course of dealing among or between the Parties hereto, shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15.3. **Force Majeure**. Except for payment obligations for services already rendered, non-performance by either Party of this EULA shall be excused to the extent that performance is rendered impossible by a strike, acts of God, governmental acts or restrictions, failure of suppliers, acts of war or terrorism, or any other reason where failure to perform is beyond the reasonable control of the nonperforming Party. The time for performance of this EULA shall be extended for a period equal to the duration of such events.

15.4. **Consent by End User:** The End User hereby grants express consent and acknowledges that Licensor will retain/ store End User data and confidential information, of any nature (either wholly or partially), in the Company's servers or cloud or otherwise in any other medium as may be transmitted/ processed/ passed through the Software.

15.5. **e-Agreement:** End User hereby agrees and undertakes that End User is legally entitled and eligible to enter into this EULA and further agrees and undertakes to be bound by and abide by this EULA and the person accepting this EULA by and on behalf of the entity is authorised representative of the entity and is entitled and is legally authorised to bind the entity on whose behalf this End User is being accepted.

Accepted By **Andhra Pradesh Capital Region Development Authority (Customer)** Signature Name: Title: Date:30-07-2025	**SoftTech Engineers Limited** Signature Name: Rakesh Javeri Title: GM- Presales & Contracts Date: 30-07-2025

SCHEDULE "A" (List of Computer Program)

Sl. No.	Program / Application Name	No. of Licenses
1	CivitINFRA®- Software to manage the entire lifecycle of public works projects with an automated, transparent, and integrated solution	Two Enterprise License *

* One License for Andhra Pradesh Capital Region Development Authority (APCRDA)
One License for Amaravati Development Corporation Limited (ADCL)

Note:

1. The above license is valid till Contract Period i.e., period of five years from the date of signing of EULA
2. This license agreement is exclusively applicable for use by APCRDA (Andhra Pradesh Capital Region Development Authority) and ADCL (Amaravati Development Corporation Limited)

SoftTech Engineers Limited
SoftTech
Pune India