



End User License Agreement

BY ACCESSING OR USING THIS SOFTWARE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SOFTWARE SERVICE.

This End User License Agreement ("EULA") is made by and between PDS INFOTECH PVT LTD, a company registered in India with its Registered Office at 6, Hungerford Street, 4th Floor, Kolkata 700017 ("PDS"), and you, either an individual or a single entity ("Licensee").

Both parties agree to the terms and conditions below:

1. **GRANT OF LICENSE**

PDS hereby grants the Licensee a limited, non-transferable and non-exclusive right to access and use the software, EnterpriseTDS ("Service") via the internet for Licensee's internal business purposes.

2. **USAGE RESTRICTIONS**

The Licensee shall not: (1) sublicense, sell, or otherwise transfer their rights under this EULA; (2) modify, or create derivative works based on the Service; (3) engage in reverse engineering, or attempt to access the source code of the Service; (4) use the Service for illegal purposes or beyond the scope of the license grant.

3. **OWNERSHIP**

All intellectual property rights in the Service, and any content displayed or processed by the Service, remain with PDS and its licensors. The Licensee does not acquire any rights except for the limited use license granted hereunder.

4. **DATA PROTECTION AND PRIVACY**

Access to customer data is strictly limited to authorized personnel. PDS maintains robust security measures and complies with applicable data protection regulations to safeguard customer data.

5. **LIMITED WARRANTY AND LIABILITY**

PDS provides the Service "as is" and disclaims all warranties, express or implied, to the extent permitted by law. PDS's liability for any damages arising from or related to this EULA, whether in contract, tort, or under any other theory of liability, is limited to the fees paid by the Licensee for the Service in the three months prior to the event giving rise to the liability.

6. LIMITED REMEDY

If the Service fails to operate as described, the Licensee's sole remedy shall be either replacement of the Service or termination of the License and a refund of any fees paid for the unused portion of the Service.

7. INDEMNIFICATION

The Licensee agrees to indemnify, defend and hold harmless PDS and its affiliates, officers, agents, employees and licensors from any claim, cost, loss, damage or other liability arising from the Licensee's use of the Service, violation of the EULA, or infringement by the Licensee or any user of the account, of any intellectual property or other right of any person or entity. PDS will provide the Licensee with prompt notice of any such claim, and the Licensee will have the right to defend and settle the claim at its own expense.

8. TERM AND TERMINATION

This EULA is effective until terminated. It may automatically terminate upon the expiry of the Licensee's subscribed term unless renewed by the Licensee. Additionally, PDS may terminate this EULA at any time without notice if the Licensee violates its terms. Upon termination for any reason, the Licensee must cease all use of the Service and destroy all copies of associated documentation.

9. CONFIDENTIALITY

The Licensee shall maintain the confidentiality of any proprietary information obtained in the course of using the Service and shall not disclose such information without PDS's prior written consent.

10. GOVERNING LAW AND JURISDICTION

This EULA shall be governed by the laws of India, without regard to its conflict of law principles. Disputes arising under this EULA shall be subject to the exclusive jurisdiction of the courts of Kolkata.

11. ARBITRATION

Any disputes arising from or related to this EULA or the use of the Service shall be resolved exclusively through binding arbitration in Kolkata, India, under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English and decided by a single arbitrator appointed mutually by both parties.

12. GENERAL PROVISIONS

If any provision of this EULA is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. The failure of PDS to act with respect to a breach of this EULA does not waive PDS's right to act with respect to subsequent or similar breaches.