

# QUOTATION-CUM-AGREEMENT

## ISP-Wide Usage Permission for Advanced Real-Time Transcoding Software

### 1. Parties

This Quotation-cum-Agreement (“Agreement”) is issued by:

#### Supplier

**Name:** Devdatt Bhatt

**Professional Name:** ShreebhattJi

**Legal Status:** Indian Individual / Independent Software Professional

**Country:** India

and can be accepted by:

#### Customer

**Entity:** Any Internet Service Provider (“ISP”)

**Country:** India or International

Acceptance of this Agreement occurs upon **payment of the quoted amount.**

### 2. Purpose

This Agreement governs the grant of **permission to use** an advanced and updated **real-time video transcoding software platform** developed and enhanced by ShreebhattJi.

This Agreement **does not constitute a sale or transfer of software.**

It grants **usage permission under intellectual property rights**, bundled with professional services.

### 3. Open-Source Foundation Disclosure

The ISP acknowledges that:

- The base software is open-source under the project  
<https://github.com/shreebhattji/> or [https://git.dbhatt.org/hw\\_partner](https://git.dbhatt.org/hw_partner)

- The author-defined license is “**Urmi an you happy me happy license**”  
<https://github.com/shreebhattji/Urmi>

Open-source components remain governed by their respective licenses.

The **commercial value** under this Agreement arises from:

- Advanced development and optimization
- ISP-scale enablement
- Operational readiness
- Ongoing enhancements and updates
- Professional expertise of ShreebhattJi

## 4. Grant of Usage Permission

Upon receipt of a **one-time professional fee**, the ISP is granted a:

- **Non-exclusive**
- **Non-transferable**
- **Non-sublicensable ( Outside Network )**
- **Perpetual**

permission to use the advanced version of the software.

### Duration

The permission remains valid **for as long as the ISP holds a valid ISP license** and continues lawful ISP operations.

There is **no expiry date** and **no renewal requirement**.

## 5. Scope of Internal Use

The ISP may:

- Deploy the software on **unlimited machines**
- Use it **online or offline**
- Allow **any employee, contractor, system, or process** within its network to use it
- Any one in ISP network will be eligible to use software for commercial purpose .
- Use the software for **any internal purpose**, including:
  - Core operations
  - Service delivery
  - Commercial use for the ISP’s own business

Usage is strictly limited to the **ISP’s own network infrastructure**.

## 6. Resale & Redistribution Restriction

The ISP shall **not**:

- Resell the software
- Sublicense the software
- Redistribute the software
- Offer the software as a standalone product or third-party service

Commercial benefit may be derived **only as part of the ISP's own services**, not by selling the software itself.

## 7. Updates & Equal Availability

- Advanced transcoding improvements and updates are provided on a **best-effort basis**
- Updates, when released, shall be **made available uniformly to all ISPs**
- No exclusivity, priority access, or guaranteed roadmap is promised

## 8. Professional Fee

The payment made under this Agreement:

- Is a **one-time professional fee**
- Covers ISP-wide usage permission and enablement
- Has **no per-machine, per-node, or recurring license charge**

This is **not a sale of goods**.

## 9. Tax Treatment

### Indian ISPs

- Supplier is not registered under GST
- **GST not applicable**
- ISP may deduct **10% TDS** as per the Income Tax Act

- ISP shall issue **Form 16A**

### **International ISPs**

- Classified as **export of professional services**
- No GST charged
- ISP is responsible for its own local taxes or withholding

## **10. Intellectual Property Ownership**

All intellectual property, including:

- Source code
- Binaries
- Enhancements
- Derivatives

remain the **sole property of ShreebhattJi**.

No ownership is transferred.

## **11. Limitation of Liability**

The developer, author, or distributor shall not be held liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, system failure, business interruption, loss of revenue, or financial loss, arising out of or related to the use, misuse, or inability to use the software or system, even if advised of the possibility of such damages.

The software and related systems are provided on an “as-is” and “as-available” basis, without warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted operation.

The End User assumes full responsibility for the deployment, configuration, operation, security, and use of the software within its network, and for ensuring compliance with all applicable laws, regulations, and licensing requirements.

## 12. Privacy Assurance

- No usage tracking
- No analytics
- No hidden monitoring

Any data processed is handled **transparently and solely for functional or security-related purposes.**

## 13. License Verification Notice

For license validation and protection against unauthorized use:

- Limited hardware-related identifiers may be stored
- Network machine connection details may be recorded

This information is used **exclusively** for license verification and anti-duplication purposes.

## 14. Compliance & Safety Declaration

ShreebhattJi declares and guarantees that:

- The software contains **no malware, spyware, backdoors, or harmful components**
- No unauthorized surveillance or user behavior tracking is performed
- No data is collected beyond what is strictly required for operation

## 15. Warranty & Liability

The software is provided **“as is” and “as available.”**

To the maximum extent permitted by law:

- No performance guarantees are made
- Liability excludes indirect, incidental, or consequential damages

## 16. Governing Law

This Agreement shall be governed by the **laws of India** . All disputes, claims, or proceedings arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in the city where ShreebhattJi (Devdatt Bhatt) is ordinarily residing at the time .

## 17. Acceptance

Payment of the quoted amount constitutes **full acceptance** of this Agreement.

## 18. Quotation & Commercial Consideration

### 18.1 One-Time Professional Fee

In consideration of the rights and permissions granted under this Agreement, the ISP shall pay a **one-time, non-recurring professional fee**, as applicable:

#### A. Indian Internet Service Providers

An Indian ISP shall pay a one-time professional fee of INR 51,111/- (Indian Rupees Fifty-One Thousand One Hundred Eleven only).

- This amount is exclusive of GST, which is not applicable as the supplier is not registered under GST.
- The ISP may deduct 10% TDS as applicable under the Income Tax Act and shall issue Form 16A.

#### B. International Internet Service Providers

An International ISP shall pay a one-time professional fee of EUR 1,000 (One Thousand Euros only).

- The transaction is classified as **export of professional services**.
- **No GST is charged.**
- The International ISP shall be responsible for **any local taxes, duties, or withholding obligations** applicable in its jurisdiction.

### 18.2 Payment Nature

- The above fee is a **one-time payment only**
- No renewal, subscription, or recurring license fee applies
- The fee grants **perpetual ISP-wide usage permission**, subject to the terms of this Agreement

### 18.3 Mode of Payment

SWIFT code :- SBININBB208 or SBININBBXXX

ISFC CODE :- SBIN0060411

Account Number :- 38532510335

Payment shall be made to the bank account designated by ShreebhattJi (Devdatt Bhatt), details of which shall be provided separately or on the invoice. Once payment is confirmed Invoice will be send via email .

### 18.4 Binding Effect

Payment of the applicable amount under this Section 18 shall constitute full commercial acceptance of this quotation and all terms of this Agreement.

## 19. Right to Refuse Permission & Refund Policy

### 19.1 Right to Refuse or Deny Permission

ShreebhattJi reserves the absolute right, at his sole discretion, to **refuse or deny granting usage permission** to any ISP, including but not limited to circumstances where acceptance may create legal, security, compliance, or reputational risk.

### 19.2 Refund Upon Refusal of Service

In the event that **service is refused by ShreebhattJi** , the ISP shall be entitled to a **refund of the full amount paid**, subject only to deduction of **unavoidable costs**, including but not limited to:

- Bank transaction charges
- Currency conversion or foreign exchange fees
- Payment gateway charges
- Statutory or regulatory deductions, if any
- Reasonable administrative processing costs

No other deductions shall apply.

### 19.3 Survival

This Section shall survive termination or expiration of the Agreement.

### 19.4 Effect of Refund on Usage Rights

Upon issuance of a refund under this Section 19, the ISP's right to use the software shall automatically terminate.

The ISP shall, within ninety (90) days from the date of refund:

- Stop deployed system , any software left becomes illegal .
- Discontinue access to updates and enhancements .
- Fines up-to 1,00,00,000/- INR (INDIAN User) or 10,00,000/- USD (International User ) applicable on End User ( not on ISP but on party which uses software outside license ISP Network online or offline )

**From ShreebhattJi**

Devdatt Bhatt

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Date: 31 Jan , 2026