



தமிழ்நாடு தமிழ்நாடு TAMILNADU

Methodhub Software Ltd

R. Jayal
L. No. B7/1087/17/Dt: 5-2-71
R. JAYALAKSHMI
STATE VENDOR
5/2, South Ch. Indrapani Street,
T. Nagar, Ch-17. Ph: 9381348324

AV 965376

31 MAR 2025

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is made at Chennai on this 23rd day of July 2025 ("Effective Date")

BY AND BETWEEN

1. **MethodHub Software Limited** (formerly known as MethodHub Software Private Limited), a company duly incorporated under the provisions of the Companies Act, 2013, and having its Registered Office at Unit No.109, 1st Floor, No.29, Prestige Meridian-1, M.G Road, Bangalore, Karnataka – 560001 (hereinafter referred to as "**MethodHub Software**" / "**Licensor**" which expression shall unless repugnant to the context or meaning thereof deemed to include its successors and permitted assigns);

AND

2. **S&R Professionals LLC.**, a company duly organized and existing under the laws of State of Texas, USA having its Registered Office at 11200 Westheimer Rd, Suite 201 Houston, TX-77042, USA (hereinafter referred to as "**S&R Professionals**" / "**Licensee**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns);

"MethodHub Software" and "S&R Professionals" shall hereinafter be referred to individually as "Party" and collectively as "Parties".

WHEREAS

- A. Licensors are the owner and proprietor of the Trade Marks in India as set out in Schedule I hereto (hereinafter collectively referred to as "Licensed Trade Marks")
- B. Licensee is desirous of using the Licensed Trade Marks in the territory of North America in respect of all the services for which the said Licensed Trade Marks are duly applied for and/or used by Licensors for the consideration mutually agreed between the parties as set forth hereinafter;
- C. Subject to the terms and conditions set forth herein, Licensors are willing to grant to Licensee, and Licensee is willing to accept, the license to use the Licensed Trade Marks in North America for the terms and conditions set-out in this Agreement.

NOW, THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions contained herein, the mutual benefits to be derived there from and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

In this Agreement unless the context otherwise requires, the following words and expressions shall have the following meanings ascribed to them.

- 1.1.1. **'Class'** shall mean the international classification of goods and services, such as the Nice Classification, as applicable for registration of trade marks.
- 1.1.2. **"Consideration"** shall have the meaning ascribed to it in Clause 3.
- 1.1.3. **"Law"** shall mean all applicable national, provincial, local law including all applicable provisions of all: (a) laws (including common law), bye-laws, statutes, acts of state legislature or parliament, rules, regulations, ordinances, notifications, constitutions, decrees, treaties, codes, enactments, guidelines, policies, circulars, notices, directions, directives or orders having the force of law by any Governmental Authority, statutory authority, court, tribunal having jurisdiction over the Parties, including the Foreign Investment Regulations; and (b) administrative interpretation, directors, directives, injunctions, judgements, decrees, arbitral award, orders or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and/ or of any statutory authority, court, tribunal having jurisdiction over the Parties; as may be in force from time to time;
- 1.1.4. **"Trademarks Registry"** shall mean a part of the Office of the Controller General of Patents, Designs and Trademarks of the Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India, of appropriate jurisdiction before whose office the said Licensed Trade Marks are filed for registration.
- 1.1.5. **"Third Party"** shall mean any Person not being a Party to this Agreement.
- 1.1.6. **"Term"** shall mean a period of 10 (ten) years starting from the Effective Date of the Agreement, which can be renewed for a further period of 10 (ten) years on or before expiry of the Term by mutual consent of the parties in writing (emails permitted).

- 1.1.7. **"Territory"** shall mean the territory of North America.
- 1.1.8. **"License"** shall mean a license or permission or consent granted to the Licensee by the Licensor under this Agreement to use the Licensed Trade Marks for and on behalf of the Licensor.
- 1.1.9. **"Licensed Trade Marks"** shall mean to include all the trademarks as set-out in Schedule 1.

1.2. **INTERPRETATION**

- 1.2.1. Headings, sub-headings, titles, sub-titles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules or the annexures or the exhibits hereto and shall be ignored in construing the same.
- 1.2.2. The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant Indian statute or legislation.
- 1.2.3. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 1.2.4. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 1.2.5. Reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- 1.2.6. Words **"directly or indirectly"** mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and **"direct"** or **"indirect"** have the correlative meanings.
- 1.2.7. Any reference to **"writing"** shall include printing, typing, lithography and other means of reproducing words in visible form.
- 1.2.8. The words **"include"** and **"including"** are to be construed without limitation.

2. **GRANT**

- 2.1. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, revocable, non-transferable, non-assignable, non-sub-licensable, License to use in the course of trade the said Licensed Trade Marks for and on behalf of Licensor as a permitted user, and Licensee hereby accepts the said License subject to quality control and brand usage guidelines provided by Licensor from time to time, to use the said Licensed Trade Marks in North America for the services for which the said Licensed Trade Marks have been applied in the name of and/or used by Licensor, during the Term (defined herein above) of this Agreement.
- 2.2. Nothing in this Agreement shall affect Licensor rights as the rightful owner and proprietor of the said Licensed Trade Marks throughout the Territory;

3. **CONSIDERATION**

- 3.1. In consideration of the License granted herein, the Parties agree that Licensee shall outsource

all its outsourcing work to the Licensor, subject to its capabilities

4. RESTRICTIONS ON USE

- 4.1. Licensee shall not be entitled to make any modifications, changes and/or additions of any nature whatsoever to the said Licensed Trade Marks and shall only use the said Licensed Trade Marks as they are, for the services for which the said Licensed Trade Marks have been applied/used in the name of Licensor.
- 4.2. The Licensee agrees to abide by the guidelines, terms, conditions and rules relating to the use of the Licensed Trade Marks by Licensee, including, but not limited to, maintaining the quality standards, as communicated by Licensor to Licensee from time to time, which guidelines, terms, conditions and rules Licensor may modify from time to time at its sole discretion.
- 4.3. Licensee shall at all times while using the said Licensed Trade Marks and/or otherwise, comply with the provisions of all the applicable laws in India.
- 4.4. The use of the Licensed Trade Marks by the Licensee at all times be construed as use by or on behalf of the Licensor in the ordinary course of business.

5. STANDARDS OF QUALITY AND CONTROL

- 5.1. Licensee shall at all the times maintain excellent quality of the services offered by it under the said Licensed Trade Marks to it by Licensor under this Agreement;
- 5.2. Licensor shall have the right to inspect and approve any and all usage by Licensee of the said Licensed Trade Marks.

6. LICENSE COVENANTS

- 6.1. Licensee acknowledges and agrees that Licensor owns all right, title and interest in and to its Licensed Trade Marks. Licensee's use thereof shall inure entirely to Licensor's benefit, and, except as otherwise expressly permitted under this Agreement, Licensee shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of Licensor in and/or to any of the said Licensed Trade Marks. Nothing in this Agreement grants, nor shall Licensee acquire hereby, any right, title or interest in or to any of the Licensed Trade Marks or any goodwill associated with the said marks, other than those rights of permissive user expressly granted hereunder.
- 6.2. Licensee agrees that it shall not acquire a registration for, and shall not file or prosecute a trademark application to register, any additional applications or registrations of the Licensed Trade Marks or any Trademarks confusingly similar to any of the Licensed Trade Marks, for any goods or services anywhere in the world, nor shall Licensee register any domain name or social media account incorporating or similar to the Licensed Trade Marks or Licensee's Trademarks during the term of this Agreement or after termination hereof except as agreed to in writing by Licensor. Licensee further agrees not to contest, challenge or oppose Licensor's ownership or use of the Licensed Trade Marks nor any registration or application directed thereto.

7. MAINTENANCE OF RIGHTS

- 7.1. Licensee agrees to execute all documents as are reasonably necessary to expedient, to aid in, and shall otherwise cooperate, at no compensation to Licensee, with Licensor's efforts to prepare, claim, file, record, defend and maintain all such registrations and applications.

8. VIOLATION AND DEPRECIATION OF GOODWILL

Licensee shall promptly notify Licensor upon becoming aware of any violation of the

Licensed Trade Marks or depreciation of the value of the goodwill attaching to any of the same. Licensor may take such steps to stop such violation or depreciation as Licensor may deem necessary in its sole determination to protect the said Licensed Trade Marks. In the event Licensor elects to proceed with legal action against such third party for violation and/or any other action, Licensee shall cooperate fully with Licensor in such matter in every manner possible. Licensor shall have full control over any such action, including, without limitation, the right to select counsel, to settle on any terms it deems advisable in its discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by it, and otherwise to make any decision in respect thereto as it deems advisable in its sole discretion. Licensee shall retain Licensor's counsel in any such actions, or other counsel approved in writing by Licensor. Any recovery as a result of such action shall belong solely to Licensor, and Licensee agrees that it shall have no claim to any part of such recovery.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. Licensor hereby represents and warrants to Licensee that it is the rightful owner and proprietor of the said Licensed Trade Marks;
- 9.2. Licensor and Licensee hereby represent and warrant to each other that:
 - 9.2.1. It has the power and authority to enter into and perform and comply with its obligations under the Agreement and has obtained all necessary corporate approvals and authorisations for the execution and performance of the Agreement which are valid and subsisting;
 - 9.2.2. the Agreement constitutes its legal, binding, and valid obligations which are enforceable against it in accordance with its terms;
 - 9.2.3. its entry into and/ or performance of or compliance with its obligations under the Agreement do not and will not result in a material breach of (i) any applicable Law to which it is subject, or (ii) any material agreement, arrangement, contract, undertaking or deed by which it is bound, or (iii) its charter documents; and
 - 9.2.4. it is duly incorporated and validly existing under the laws of the place of its incorporation and has full power, authority and legal right to own its Assets and carry on its business as currently conducted and it is not in receivership or liquidation nor has it taken any steps to enter into liquidation or insolvency resolution and to its knowledge, no application/ petition has been presented for its winding up, and to its knowledge there are no grounds on which a petition or application could be based for its winding up or for an appointment of a receiver to it.

10. TERMINATION

- 10.1. Either Party can terminate this Agreement by giving written 30 days' notice to the other party due to breach of any terms of this Agreement by other Party. If such breach is not cured within thirty (30) days of receipt of notice by the defaulting Party, then the Party not in default may terminate this Agreement.
- 10.2. Notwithstanding anything to the contrary contained herein, termination of this Agreement by any Party, in whole or in part, shall be without prejudice to any other remedy otherwise available hereunder, under law or at equity, to such Party or the other Parties.

11. EFFECTS OF TERMINATION

Upon termination or expiry, whichever is earlier, of this Agreement, all rights in the Licensed Trade Marks under this Agreement shall cease to exist in favour of Licensee and it shall have no further rights in, and shall immediately cease all use of, the Licensed Trade Marks and return all material bearing the Licensed Trade Marks belonging to Licensor.

12. DISCLAIMER; LIMITATION OF LIABILITY

- 12.1. Licensors shall not be liable to Licensee for any indirect, incidental, consequential or punitive damages as a result of Licensors' performance or breach of this Agreement, or any claim relating to this Agreement or the subject matter hereof.
- 12.2. Licensee agrees that Licensors' total liability to Licensee pursuant to this Agreement, or any claims relating to this Agreement or the subject matter hereof, shall not exceed the Royalties paid by Licensee for one (1) calendar year.

13. CONFIDENTIALITY

Both Parties agree to not disclose any information with relation to this Agreement without the prior written approval of the other Party unless the same is required for statutory purpose or under orders of the courts or any government and/or regulatory authorities.

14. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be given no effect and shall be deemed not to be included in this Agreement without invalidating any of the remaining provisions of this Agreement. The invalidity of any provision of this Agreement in any jurisdiction shall not render the provision in question inoperative or unenforceable nor affect the remaining portions of this Agreement in any other jurisdiction.

15. AMENDMENT; WAIVERS

No amendment, modification or discharge of this agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against which enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the parties hereto of a breach of, or a default under, any of the provisions of this Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party otherwise may have at law or in equity.

16. COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

17. FURTHER ASSURANCES

Each party agrees to execute all such further instruments and documents and to take all such further action as the other party may reasonably require in order to effectuate the terms and purposes of this agreement. The parties shall act in good faith in the performance of their obligations under this agreement.

18. NO THIRD-PARTY BENEFICIARIES

Except as otherwise provided herein, nothing in this agreement shall confer any rights upon any person or entity other than the parties and their respective successors and permitted assigns.

19. ASSIGNMENT

Licensee agrees that it shall not convey, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of this agreement. Licensor, in its sole discretion, shall have the right to convey, assign, transfer, pledge, or encumber this agreement or any of the Licensed Trade Marks.

20. APPLICABLE LAW

Any dispute, controversy, proceedings or claim of whatever nature arising out of or relating to, or breach of, this agreement shall be governed by, and this agreement shall be construed in accordance with, the laws of India, and the parties hereby irrevocably submit to the exclusive jurisdiction of Bengaluru, India and each party hereby agrees that all suits, actions and proceedings brought by such party hereunder shall be brought only in such courts.

21. HEADINGS

The headings contained in this agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this agreement.

22. NOTICES

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post with recorded delivery addressed to the intended recipient thereof at its address or by e-mail at the e-mail address set out in this agreement (or to such other address or e-mail address as a party may from time to time duly notify the other parties). Any such notice, demand or communication shall be deemed to have been duly served, if delivered personally or given or made by e-mail, immediately, or, if given or made by letter, 5 (five) business days after posting. The addresses and e-mail addresses of the parties for the purposes of this agreement are:

MethodHub Software Limited

Address : Unit No.109, 1st Floor, No.29, Prestige Meridian-1, M.G Road,
Bangalore, Karnataka – 560001

Attention : Karthikeyan Leelasankar

E-mail : karthik@methodhub.in

S&R Professionals LLC

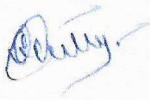
Address : 11200 Westheimer Rd, Suite 201 Houston, TX-77042

Attention : Lokanadha Naidu Dodla

E-mail : Lokdodla@sr-professionals.com

23. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and supersedes all prior agreements and understandings between Licensor and Licensee relating to the subject matter hereof.

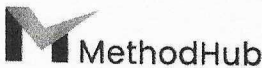
For MethodHub Software Limited	For S&R Professionals LLC.
	
Name: Karthikeyan Leelasankar Designation: COO MethodHub Software Limited	Name: Lokanadha Naidu Dodla Designation: Chief Delivery Officer S&R Professionals LLC
Date: <u>July 23, 2025</u>	Date: <u>July 23, 2025</u>
Place: <u>CHENNAI</u>	Place: <u>HOUSTON</u>

SCHEDULE 1

Licensed Trade Marks of MethodHub Software Limited

Sr. No.	Brand Name/ Logo Trademark	Nature of Trademark and Application Number	Class & Description of Services	Current Status
1	MethodHub	Word Mark - 6808614	Class 35 Advertising; business management, organization and administration; office functions.	Pending
2	MethodHub	Word Mark - 6808615	Class 42 Scientific and technological services and research and design relating thereto; industrial analysis, industrial research and industrial design services; quality control and authentication services; design and development of computer hardware and software.	Pending
3	Device of MethodHub 	Device Mark - 6808616	Class 35 Advertising; business management, organization and administration; office functions.	Pending
4	Device of MethodHub	Device Mark - 6808617	Class 42 Scientific and technological	Pending

			services and research and design relating thereto; industrial analysis, industrial research and industrial design services; quality control and authentication services; design and development of computer hardware and software.	
5	Device of MethodHub 	Device Mark - 6808618	Class 35 Advertising; business management, organization and administration; office functions.	Pending
6	Device of MethodHub 	Device Mark - 6808619	Class 42 Scientific and technological services and research and design relating thereto; industrial analysis, industrial research and industrial design services; quality control and authentication services; design and development of computer hardware and software.	Pending

7	Device of MethodHub 	Device Mark - 6808620	Class 35 Advertising; business management, organization and administratio n; office functions.	Pending
8	Device of MethodHub 	Device Mark - 6808621	Class 42 Scientific and technological services and research and design relating thereto; industrial analysis, industrial research and industrial design services; quality control and authentication services; design and development of computer hardware and software.	Pending