



**Byncotech Uganda Ltd**  
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E-mail: [info@byncotech.com](mailto:info@byncotech.com)  
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## SOFTWARE SALES AGREEMENT

This Agreement is made on: ..... between:

Byncotech Uganda Limited  
P.O Box 116325, Wakiso  
Tel: +256 703 323 582 or +256 766 755 859  
("Seller" or "Licensor")

and

Company Name: .....  
P.O. Box: .....  
("Buyer" or "Licensee")

### 1. Definitions

1.1 "Software" refers to the computer program described in Schedule A of this Agreement, including all updates, enhancements, and related documentation supplied by the Seller.

1.2 "License" means the limited right to use the Software under the terms of this Agreement.

### 2. Sale and Delivery

2.1 The Seller agrees to sell and deliver the Software to the Buyer, and the Buyer agrees to purchase it under the terms herein.

2.2 Delivery shall be deemed complete upon provision of the installation files or access credentials.

### 3. License Grant and Restrictions

3.1 The Seller grants the Buyer a non-exclusive, non-transferable license to use the Software for its internal business purposes.

3.2 The Buyer shall not:

- a) Copy, modify, or reverse-engineer the Software except as permitted by law.
- b) Rent, lease, or sublicense the Software to third parties without written consent.

### 4. Payment Terms

4.1 The Buyer shall pay the Seller the total purchase price of UGX ..... within ..... days of the invoice date.

4.2 Late payments may incur interest at .....% per month.

### 5. Hosting, Domain & SSL Certificate Fees

5.1 The Buyer acknowledges that annual hosting, domain registration, and SSL certificate services are not included in the Software purchase price.

5.2 The Buyer shall pay an annual fee of UGX ..... for hosting, domain renewal, and SSL certificate maintenance, unless otherwise agreed in writing.

5.3 Failure to pay these annual fees may result in suspension or discontinuation of hosting, domain, or SSL services until payment is made in full.

### 6. Installation, Training & Support

6.1 Installation and basic training will be provided by the Seller unless otherwise agreed in writing.

6.2 Support and maintenance services are available without any additional fees.

### 7. Warranties and Disclaimers

7.1 The Seller warrants that the Software will perform substantially in accordance with its documentation.

7.2 Except as stated above, the Software is provided "AS IS" without warranties of any kind.

### 8. Intellectual Property

8.1 All intellectual property rights in the Software remain the property of the Seller.

8.2 This Agreement does not transfer ownership of the Software to the Buyer.

## 9. Limitation of Liability

9.1 The Seller shall not be liable for any indirect, incidental, or consequential damages arising from the use of the Software.

9.2 The Seller's total liability shall not exceed the amount paid by the Buyer for the Software.

## 10. Termination

10.1 This Agreement may be terminated by either party for material breach if not remedied within ..... days after written notice.

10.2 Upon termination, the Buyer must stop using the Software and delete all copies.

## 11. Data Protection & Privacy

11.1 The Seller shall ensure that all data processed, stored, or transmitted through the Software is protected using industry-standard encryption technologies.

11.2 The Seller agrees not to use, disclose, sell, or share the Buyer's data for any unauthorized purpose.

11.3 The Seller shall implement reasonable technical and organizational measures to safeguard the confidentiality, integrity, and availability of the Buyer's data.

## 12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Uganda.

## 13. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all prior understandings, negotiations, or communications, whether oral or written.

Signed:

Authorized Representative

Byncotech Uganda Limited

Date: \_\_\_\_\_

Authorized Representative

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_