



KSR TECHNOLOGIES

SOFTWARE PURCHASE AND SHARE AGREEMENT

Reg No :- _____

A/g No;- _____

Under Judist: _____

From _____ to Rec _____

KSR Technologies
Where Technology Meets Excellence

This SOFTWARE PURCHASE AND SHARE AGREEMENT (the “Agreement”) is entered into on this **30th day of November 2024**, by and between **KSR Technologies** (owned and chaired by **Mr. Sahith Kalluri**) (hereinafter referred to as the “Developer”), and **Mphasis Limited**, a leading IT company with its principal office at [Insert Address] (hereinafter referred to as the “Purchaser”). Collectively, the Developer and the Purchaser are referred to as the "Parties."

KSR Technologies, under the visionary leadership of **Mr. Sahith Kalluri**, has established itself as a global leader in the technology space, offering innovative software solutions. With **Mr. Sunil Kumar Sathipathi** as the **Strategic Chief Officer**, the company has consistently demonstrated exceptional growth in both product innovation and market share.

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This Agreement reflects the culmination of KSR Technologies' innovative work in the software industry, particularly with the **Kosmos HR and Conversion Tool**, which is now a flagship product.

W h e r e T e c h n o l o g y M e e t s E x c e l l e n c e

K Sahith

(CEO & Director)

KSR Technologies

G. Nithish Rakesh

(CEO & Director)

Mphasis LIMITED

Terms and Conditions

1. Sale and Purchase of Software

1.1 The Developer agrees to transfer all rights, title, and interest in the Software to the Purchaser.

1.2 The Purchaser shall pay \$666.67 billion as consideration for the Software, which includes:

- Proprietary algorithms.
- Source code and documentation.
- Associated intellectual property rights.

1.3 The Software includes the following:

File Conversion Tool: Capable of converting files across multiple formats such as PDF to JPEG, Word to PDF, etc.

HR Management Platform: For efficient employee record management, payroll, performance tracking, and analytics.

2. Stock Purchase Agreement

2.1 The Purchaser shall acquire an 18% equity stake in KSR Technologies for \$120 billion.

2.2 The Developer retains the right to repurchase this 18% stake after a minimum period of three (3) years from the date of execution of this Agreement, at the same price of \$120 billion, with an additional 5% interest.

2.3 The remaining shares of KSR Technologies shall remain distributed as follows:

- 2% with Mr. Anirudh Kumar (CTO).
- 6% with angel investors (Sanitil, Ramachary, Nilinda Gates).
- 74% with Mr. Sahith Kalluri.

3. Payment Terms

3.1 The Purchaser agrees to remit the total consideration for the Software and equity purchase within [Insert Payment Timeline].

3.2 Payments shall be made in [Specify Currency] to the Developer's designated account.

4. Confidentiality and Security

4.1 Both Parties agree to maintain the confidentiality of this Agreement and all proprietary information related to the Software.

4.2 The Purchaser shall implement stringent measures to protect the Software's source code from unauthorized access or distribution.

4.3 Any breach of confidentiality shall result in legal action and penalties as per the applicable laws.

5. Intellectual Property Rights

5.1 The Developer warrants that the Software is free from third-party claims or encumbrances.

5.2 The Purchaser shall not sublicense or redistribute the Software without prior written consent from the Developer.

6. Maintenance and Support

6.1 The Developer shall provide maintenance and support for the Software for a period of [Specify Duration] post-transfer.

6.2 Any additional customizations shall be charged separately as per mutually agreed terms.

7. Termination and Dispute Resolution

7.1 Either Party may terminate this Agreement in case of a material breach that remains unresolved for [Insert Period].

7.2 Any disputes shall be resolved through arbitration under the laws of [Specify Jurisdiction].



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G. Nithish Rakesh

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Software Security Terms .

1. The Software's source code shall remain encrypted during the transfer process.
2. Both Parties agree to conduct vulnerability assessments prior to deployment.
3. Access to the Software's codebase shall be restricted to authorized personnel.
4. The Developer retains the right to audit the Software's usage annually.
5. The Purchaser shall not reverse-engineer or decompile the Software.
6. All Software-related documentation must include a copyright notice.
7. The Purchaser must notify the Developer immediately in case of a security breach.
8. The Purchaser shall implement multi-factor authentication for accessing the Software.
9. The Developer retains the right to revoke licenses in case of misuse.
10. Intellectual property disputes shall be settled under the jurisdiction of [Insert Jurisdiction].
11. Modifications to the Software require prior written approval from the Developer.
12. Regular updates shall be provided by the Developer for security patches.
13. The Purchaser shall not sublicense the Software to third parties.
14. Confidentiality clauses shall extend to all employees of the Purchaser.
15. The Purchaser must maintain detailed logs of all access activities.
16. Breach of software terms will incur financial penalties.
17. The Developer reserves the right to conduct penetration tests biannually.
18. Ownership of derivative works remains with the Developer.
19. The Purchaser shall comply with international data protection laws.
20. Any third-party integrations require prior approval.
21. Both Parties must agree to mediation in case of disputes.
22. The Purchaser shall establish a disaster recovery plan for the Software.
23. Developer's trademarks must not be removed from the Software.
24. Updates to the Software's terms must be mutually agreed upon.
25. The Purchaser shall not claim authorship of the Software.
26. The Developer reserves rights to future developments based on the Software.

27. All communication regarding the Software shall be documented.
28. The Developer retains access to performance analytics for research purposes.
29. Software copies must be destroyed upon termination.
30. This Agreement overrides any conflicting software-related terms.



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G. Nithish Rakesh
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Mphasis LIMITED

Recitals

1. The Developer has created proprietary software known as "**Kosmos**", which includes tools for file format conversion and an HR management platform. Kosmos has been instrumental in redefining how businesses approach file conversions and HR management, significantly improving efficiency and security.
2. The Purchaser wishes to acquire the Software, including its associated intellectual property rights, for a total consideration of **\$666.67 billion**.
3. The Purchaser further agrees to purchase **18% ownership** of the Software "Kosmos" for **\$120 billion**.
4. Ownership of the Software is distributed among various stakeholders, as outlined in the subsequent pages, ensuring a collaborative approach to innovation.
5. The Developer, **Mr. Sahith Kalluri**, will handle all transactions related to Kosmos as the **Owner and Director**, while **Mr. Sunil Kumar Sathipathi**, as the SCO, will oversee strategic decisions regarding the deployment of the software.
6. The Developer retains the right to repurchase the 18% ownership acquired by the Purchaser under the terms stated herein.

This section underscores KSR Technologies' strategic partnerships and commitment to long-term value creation through its groundbreaking products.

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KSR Technologies

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Mphasis LIMITED

Company Unit Economics

Stake Distribution Before and After Purchase (Kosmos):

Shareholder	Percentage	Value in USD
Mphasis Limited	18%	\$120 billion
Mr. Sahith Kalluri	61%	\$366.67 billion
Angel Investors	2%	\$12 billion
Mr. Anirudh Kumar	1.5%	\$9 billion
Mr. Sunil Kumar Sathipathi	1.2%	\$7.2 billion

This page outlines how the acquisition of **Kosmos** by Mphasis Limited impacts the equity of all stakeholders. With Mr. Kalluri's continued majority stake, the product remains closely aligned with KSR Technologies' core values and strategic goals.

KSR Technologies Shareholders and Values

Overall Company Shareholding (Total Value: \$9 Trillion)

Shareholder	Percentage	Value in USD
Mr. Sahith Kalluri	92%	\$8.28 trillion
Mr. Anirudh Kumar	1.98%	\$178.2 billion
Mr. Sunil Kumar Sathipathi	1.88%	\$169.2 billion
Angel Investors (Diluted)	1.52%	\$136.8 billion
American Stock Exchange	2%	\$180 billion
Indian Stock Exchange	0.62%	\$55.8 billion

Under the leadership of **Mr. Sahith Kalluri**, KSR Technologies has reached a staggering valuation of **\$9 trillion**, with a robust and diversified ownership structure. **Mr. Sunil Kumar Sathipathi**, as the SCO, has played a pivotal role in ensuring the strategic distribution of shares and aligning the company with global market trends.

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Products Sold by KSR Technologies

1. **Kosmos** - HR and file conversion software (**80% Income**)
2. **KSap** - A leading tech operating system (**18% Income**)
 - Competes with Microsoft and continues to gain market share.
3. **Small-Scale Services** - Miscellaneous tech services (**2% Income**)

Company Scale

- **Employees:** 98,364 across 7 continents and 178 countries, including the CEO.

KSR Technologies' product portfolio demonstrates its commitment to innovation, with **Kosmos** being the primary revenue driver and **KSap** cementing the company's position in the operating systems market.

Yearly Income Economics

Total Annual Income: \$986 Billion

1. **Kosmos (80%):** \$788.8 Billion
2. **KSap (18%):** \$177.48 Billion
3. **Small-Scale Services (2%):** \$19.72 Billion

Monthly Breakdown (Random Allocation):

Month	Kosmos Revenue	KSap Revenue	Small-Scale Services Revenue	Total Revenue
January	\$65 Billion	\$14 Billion	\$2 Billion	\$81 Billion
February	\$60 Billion	\$13.5 Billion	\$1.8 Billion	\$75.3 Billion
March	\$66 Billion	\$15 Billion	\$1.9 Billion	\$82.9 Billion
April	\$62 Billion	\$14.5 Billion	\$1.7 Billion	\$78.2 Billion
May	\$64 Billion	\$14 Billion	\$2 Billion	\$80 Billion
June	\$63 Billion	\$15 Billion	\$1.5 Billion	\$79.5 Billion

KSR Technologies' global scale and strategic investments under the leadership of **Mr. Sahith Kalluri** and **Mr. Sunil Kumar Sathipathi** have ensured a steady stream of revenues, sustaining its position as a tech giant.

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KSR Technologies

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SOURCE CODE

Here's a simplified Java code example for an **HR Management Software** that includes both an **HR management module** and a **file conversion module** (for converting PDF to Word and other formats). This example is designed for basic functionality, and it can be further expanded to meet the full needs of an HR system.

1. HR Management Software - Java Code

This code consists of two parts:

- **HR Management System** (for managing employee data).
- **File Conversion System** (for converting files such as PDF to Word).

We will use libraries like **Apache POI** for Word document creation and **Apache PDFBox** for reading PDFs in the conversion system.

Dependencies (pom.xml):

If you're using Maven, here are the dependencies for **Apache POI** (for Word) and **Apache PDFBox** (for PDF conversion):

xml

Copy code

```
<dependencies>

  <!-- Apache POI for Word document creation -->

  <dependency>

    <groupId>org.apache.poi</groupId>

    <artifactId>poi</artifactId>

    <version>5.2.3</version>

  </dependency>

  <dependency>

    <groupId>org.apache.poi</groupId>

    <artifactId>poi-ooxml</artifactId>

    <version>5.2.3</version>

  </dependency>

  <!-- Apache PDFBox for reading PDF files -->

  <dependency>

    <groupId>org.apache.pdfbox</groupId>

    <artifactId>pdfbox</artifactId>

    <version>2.0.27</version>
```

```
</dependency>
```

```
</dependencies>
```

HR Management System and File Conversion (Java Code)

java

Copy code

```
import org.apache.poi.xwpf.usermodel.XWPFDocument;
```

```
import org.apache.poi.xwpf.usermodel.XWPFParagraph;
```

```
import org.apache.pdfbox.pdmodel.PDDocument;
```

```
import org.apache.pdfbox.text.PDFTextStripper;
```

```
import java.io.*;
```

```
import java.util.*;
```

```
public class HRManagementSoftware {
```

```
// HR Management System - Employee Management
```

```
static class Employee {
```

```
String id;
```

```
String name;
```

```
String position;
```

```
double salary;
```

```
public Employee(String id, String name, String position, double salary) {
```

```
    this.id = id;
```

```
    this.name = name;
```

```
    this.position = position;
```

```
    this.salary = salary;
```

```
}
```

```
public String getEmployeeDetails() {
```

```
    return "ID: " + id + ", Name: " + name + ", Position: " + position + ", Salary: " + salary;
```

```
}
```

```
}
```

```
static class HRSystem {
```

```
    private Map<String, Employee> employeeDatabase = new HashMap<>();
```

```
    public void addEmployee(Employee employee) {
```

```
        employeeDatabase.put(employee.id, employee);
```

```
        System.out.println("Employee added: " + employee.getEmployeeDetails());
```

```
    }
```

```
    public void removeEmployee(String id) {
```

```
        Employee removed = employeeDatabase.remove(id);
```

```
        if (removed != null) {
```

```
            System.out.println("Employee removed: " + removed.getEmployeeDetails());
```

```
        } else {
```

```
            System.out.println("Employee not found!");
```

```
        }
```

```
    }
```

```
    public void displayEmployeeDetails(String id) {
```

```
        Employee employee = employeeDatabase.get(id);
```

```
        if (employee != null) {
```

```
            System.out.println("Employee details: " + employee.getEmployeeDetails());
```

```
        } else {
```

```
            System.out.println("Employee not found!");
```

```
        }
```

```
    }
```

```
}
```

```
// File Conversion System - PDF to Word Conversion
```

```
static class FileConverter {
```

```

public void convertPDFToWord(String pdfFilePath, String wordFilePath) {
    try {
        PDDocument document = PDDocument.load(new File(pdfFilePath));
        PDFTextStripper stripper = new PDFTextStripper();
        String text = stripper.getText(document);
        document.close();

        // Creating Word Document
        XWPFDocument wordDoc = new XWPFDocument();
        XWPFParagraph paragraph = wordDoc.createParagraph();
        paragraph.createRun().setText(text);

        FileOutputStream out = new FileOutputStream(new File(wordFilePath));
        wordDoc.write(out);
        out.close();
        System.out.println("PDF converted to Word successfully!");
    } catch (Exception e) {
        e.printStackTrace();
        System.out.println("Error during conversion.");
    }
}

// Where Technology Meets Excellence

public static void main(String[] args) {
    // HR Management Example
    HRSystem hrSystem = new HRSystem();

    // Adding employees
    Employee emp1 = new Employee("101", "John Doe", "Software Engineer", 75000);
    Employee emp2 = new Employee("102", "Jane Smith", "HR Manager", 65000);
    hrSystem.addEmployee(emp1);
    hrSystem.addEmployee(emp2);
}

```

```
// Displaying employee details  
hrSystem.displayEmployeeDetails("101");
```

```
// Removing an employee  
hrSystem.removeEmployee("102");
```

```
// File Conversion Example
```

```
FileConverter fileConverter = new FileConverter();  
fileConverter.convertPDFToWord("sample.pdf", "converted.docx");  
}
```

Explanation:

1. HR Management System:

- **Employee class:** Represents an employee with an ID, name, position, and salary.
- **HRSYSTEM class:** Manages employees with methods to add, remove, and display employee details using a simple HashMap.

2. File Conversion System:

- **FileConverter class:** Includes a method convertPDFToWord to convert a PDF file into a Word document. It uses **Apache PDFBox** to extract text from a PDF and **Apache POI** to write that text into a Word document.

3. Main method:

- Demonstrates the functionality by creating employees, displaying their details, and converting a sample PDF to a Word document.

Dependencies Overview:

- **Apache POI:** Handles the creation of Word documents.
- **Apache PDFBox:** Reads the content of PDF files to extract text.

How to Use:

1. **Add employees** by calling addEmployee() in the HRSYSTEM.
2. **Remove employees** by calling removeEmployee().
3. **Convert files** by calling convertPDFToWord() with a valid PDF file path.

Possible Enhancements:

- Extend the HR system to include employee attendance, leave management, and payroll processing.

- Add support for multiple file formats in the file conversion system.
- Implement a database to store employee records and more complex data handling.

Let me know if you need further assistance or additional features!



K Sahith
(CEO & Director)
KSR Technologies

G. Nithish Rakesh
(CEO & Director)
Mphasis LIMITED

Signatures

We, the undersigned, agree to the terms and conditions outlined in this Agreement.

Name	Signature	Date
Sahith Kalluri	_____	_____

Nitish Rakesh (Mphasis)	_____	_____
-------------------------	-------	-------

Anirudh Kumar	_____	_____
---------------	-------	-------

Sanitil	_____	_____
---------	-------	-------

Ramachary	_____	_____
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Nilinda Gates	_____	_____
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Sunil Kumar Sathipathi	_____	_____
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