INDIALAW

Technology Transactions and Licensing

Technology Transactions and Licensing Law Firm in India for IP and SaaS Deals

PRACTICE PROFILE • OCTOBER 2026

Overview

Our team assists with negotiating and structuring transactions involving software, platforms, and other technology assets. We help protect IP, allocate risk, and ensure regulatory compliance in domestic and international technology deals.

Our Services

- Drafting and negotiating software licensing agreements
- SaaS, PaaS, IaaS contracts and cloud service agreements
- Technology transfer and outsourcing transactions
- IP ownership and indemnity provisions
- Open-source software compliance and risk assessment
- Escrow and support agreements
- Vendor and procurement contracts
- IT services and system integration agreements

Key Professionals



Abha Shah
Partner



Ratnakar Srivastava
Head: Technology and Data Protection Laws



Geetanjali Mehlwal
Senior Legal Consultant

Frequently Asked Questions

Q1 **What does technology transactions and licensing practice cover in India?**

This practice covers drafting, negotiating, and structuring agreements involving software licences, SaaS and cloud services, technology transfers, IT outsourcing, system integration, and vendor procurement. It also addresses IP ownership, indemnities, open source compliance, and escrow arrangements across domestic and cross-border deals.

Q2 **When should a business engage a technology transactions lawyer?**

Engage counsel before signing any software licence, cloud subscription, outsourcing arrangement, or technology transfer agreement. Early involvement helps structure IP ownership, limit liability exposure, address data protection obligations under the DPDP Act and IT Act, and avoid terms that create downstream compliance gaps.

Q3 **Which Indian laws primarily govern technology transactions and licensing?**

The Information Technology Act 2000 and its rules form the core framework. The DPDP Act 2023 governs personal data processing obligations. The Copyright Act 1957 and Patents Act 1970 address IP ownership. FEMA applies where cross-border payments or foreign IP licensing is involved. GST treatment varies by transaction type.

Q4 **What factors typically drive timelines and costs in a technology deal?**

Key cost drivers include deal complexity, number of contracting parties, cross-border elements requiring FEMA analysis, extent of IP diligence, and bespoke service level or indemnity negotiations. A straightforward software licence may close in two to four weeks; multi-jurisdictional outsourcing transactions often take three to six months.

Q5 **What documents should a client prepare before engaging on a technology deal?**

Clients should gather existing licence agreements, IP assignment records, open source usage logs, vendor correspondence, data processing inventories, and any prior compliance assessments under the IT Act or DPDP Act. For procurement deals, internal approval matrices and budget authorisations are also needed upfront.

Q6 **What is the most common mistake companies make in technology licensing?**

Failing to clearly allocate IP ownership in custom development engagements. Without explicit assignment or licence-back clauses, the developer may retain rights to code built with the client's funds. Ambiguous ownership language leads to disputes, audit exposure, and complications during M&A due diligence or fundraising.

Related Practice Areas

Technology Law | Cybersecurity and Incident Response | AI, Blockchain, and Emerging Technologies | E-Commerce and Consumer Protection | Fintech and Digital Innovation | Data Protection and Privacy