

MSA — Arborise Software (Provider) & Velora Health (Customer)

Sample document — not legal advice. This document was drafted by the LawCrew AI agent team and is published at lawcrew.ai/samples as a showcase of how our pipeline approaches a common Singapore MSA scenario. This run completed automated drafting, self-critique, adversarial review and deterministic gates, then routed to lawyer review (Auto-revision exhausted after 5 attempts. Remaining: Clause 2.7: Preventing deemed acceptance after an ignored reminder creates a commercial deadlock where the Service Provider cannot finalize delivery or invoice for completed work.; Schedule 1: Clause 2.1 deems Schedule 1 to be an initial SOW, but Schedule 1 fails to include the timeline and fee details strictly required of all SOWs under Clause 2.2.; Clause 16: Clause 13 (Notices) explicitly requires each Party to specify a contact address and email in the signature block, but the drafted signature block omits these fields.). **It is not legal advice and is not tailored to any specific transaction.**

LawCrew is a legal-technology service, not a law firm. For your own matter, run an intake through the product and engage an independent Singapore-qualified lawyer to review before signing.

Sample MSA #01 · Agent-drafted; routed to lawyer review · Published 2026-05-24

This Master Services Agreement ("**Agreement**") is entered into as of **2026-07-01** between **Arborise Software Pte Ltd** ("**Service Provider**") and **Velora Health Pte Ltd** ("**Customer**"). The Service Provider and Customer are each referred to as a "**Party**" and collectively as the "**Parties**".

1. Definitions

In this Agreement:

"**Background IP**" has the meaning given in clause 5.1.

"**Subcontractor**" means a third party to whom Service Provider subcontracts any part of the Services.

"**Agreement**" means this Master Services Agreement including all Schedules, Exhibits, and Statements of Work executed by the Parties from time to time.

"**Applicable Law**" means all statutes, regulations, by-laws, codes, and other rules having the force of law applicable to a Party or to this Agreement in any relevant jurisdiction.

"**Business Day**" means a day (other than Saturday, Sunday, or a public holiday in Singapore) on which banks are open for general business in Singapore.

"Confidential Information" means any non-public information of a Party (including pricing, technical data, business plans, customer lists, and financial information) disclosed in connection with this Agreement, whether disclosed before or after the Effective Date, in any form.

"Customer Data" means data, content, and information provided by Customer to Service Provider for the purpose of receiving the Services, including any personal data within that dataset.

"Deliverables" means the outputs, documents, software, materials, and other work product that Service Provider is required to produce and deliver to Customer under a SOW.

"Effective Date" means the date first written above.

"Force Majeure Event" means any event beyond a Party's reasonable control, including acts of God, natural disasters, war, terrorism, epidemic, pandemic, and government actions.

"Intellectual Property Rights" means all patents, copyright, trade marks, service marks, design rights, rights in databases and compilations, trade secrets, know-how, and all other intellectual and industrial property rights of any kind, whether registered or unregistered, in any jurisdiction.

"Services" means the professional services and activities that Service Provider agrees to perform for Customer as described in a SOW.

"SOW" or **"Statement of Work"** means a written document executed by both Parties that describes a specific engagement, referencing this Agreement and setting out the scope, deliverables, timeline, fees, and acceptance criteria.

"Term" has the meaning given in the Term clause of this Agreement.

2. Services

2.1 Engagement. Service Provider agrees to perform the Services for Customer as described in Schedule 1 (which shall be deemed an initial SOW) and any subsequent Statements of Work ("**SOWs**") agreed and executed by the Parties under this Agreement.

2.2 SOW Contents. Each SOW shall specify: (a) scope of Services; (b) Deliverables and acceptance criteria; (c) timeline and key milestones; (d) fees and payment schedule; and (e) any special terms applicable to that engagement.

2.3 SOW Execution. A SOW is binding only when signed (including by electronic signature) by an authorised representative of each Party. In the event of any conflict between a SOW and this Agreement, this Agreement shall prevail unless the SOW expressly states otherwise.

2.4 Change Orders. Either Party may request changes to the scope or terms of an SOW by providing a written Change Order request. No change to an executed SOW is effective unless and until a written Change Order is signed by both Parties.

2.5 Service Standards. Service Provider shall perform the Services with reasonable skill and care, consistent with applicable industry standards, and shall provide appropriately skilled and experienced personnel. Where the Services involve processing Customer Data that includes personal data, Service Provider shall comply with its obligations as a data intermediary under the Personal Data Protection Act 2012 (Singapore).

2.6 Customer Obligations. Customer shall provide Service Provider with timely access, information, materials, decisions, and approvals reasonably required for Service Provider to perform the Services. Any delay caused by Customer's failure to do so shall extend corresponding timelines by an equivalent period without liability to Service Provider.

2.7 Acceptance. Upon delivery of any Deliverable, Customer shall review it against the acceptance criteria in the applicable SOW and within **10 Business Days** (or such other period as the SOW specifies) either: (a) notify Service Provider in writing of non-conformance, specifying the deficiencies in reasonable detail; or (b) provide written acceptance. If Customer fails to respond within that period, Service Provider shall issue a written reminder, and if Customer fails to respond within a further 5 Business Days, Service Provider may escalate the matter to Customer's senior management, but no Deliverable shall be deemed accepted without Customer's express written approval. Service Provider shall remedy notified deficiencies within a timeframe agreed in good faith, following which Customer shall re-review within **5 Business Days**. If the Deliverable fails re-acceptance, Customer may, at its sole discretion, either escalate to senior management for resolution, or reject the Deliverable and terminate the applicable SOW for material breach with a full refund of any fees paid for such non-conforming Deliverable.

3. Fees and Payment

3.1 Fee Structure. The Customer shall pay the fees set out in each applicable SOW. All fees payable under this Agreement are exclusive of Goods and Services Tax (GST); GST will be charged in addition at the prevailing rate where applicable. Service Provider shall issue invoices upon execution of each SOW or as agreed therein.

3.2 Payment Terms. Unless otherwise stated in the applicable SOW, all invoices are due and payable within **30 days** of the invoice date.

3.3 Late Payment. Amounts not paid by the due date shall accrue interest at the rate of 5.33% per annum, calculated daily from the due date until the date of actual payment.

3.4 Disputed Invoices. If Customer disputes any part of an invoice in good faith, Customer shall: (a) pay the undisputed portion by the due date; (b) notify Service Provider in writing of the dispute, setting out the grounds in reasonable detail; and (c) cooperate in good faith to resolve the dispute promptly. Interest does not accrue on amounts subject to a bona fide dispute. Customer may set off any undisputed amounts owed to it by Service Provider against any fees payable to Service Provider under this Agreement.

4. Term

4.1 Initial Term. This Agreement commences on the Effective Date and continues for an initial term of **12 months** (the "**Initial Term**", and together with any subsequent renewals, the "**Term**"), unless earlier terminated in accordance with this Agreement.

4.2 Expiry. This Agreement shall expire at the end of the Initial Term unless the Parties execute a written renewal or extension.

4.3 Active SOWs. The effect of expiry or termination of this Agreement on any active SOW shall be as set out in clause 10.4(c).

5. Intellectual Property

5.1 Ownership of Deliverables. "**Background IP**" means all Intellectual Property Rights owned by or licensed to Service Provider prior to or independently of this Agreement, including pre-existing tools, methodologies, and platform components. All Intellectual Property Rights in Deliverables created specifically for Customer under this Agreement, excluding Background IP, shall vest in Customer, and Service Provider agrees to assign and hereby assigns to Customer all such rights (by way of present assignment of future rights) upon their creation. To the extent any such rights do not automatically vest in Customer by operation of law, Service Provider shall hold them on trust for Customer and shall immediately assign them to Customer. Service Provider shall execute all documents reasonably necessary to perfect such assignment. Service Provider retains all Background IP and grants Customer a perpetual, irrevocable, non-exclusive, transferable, sub-licensable, royalty-free licence to use Background IP embedded in or necessary to use the Deliverables in connection with the intended use of the Deliverables.

5.2 Customer's Pre-existing IP. Customer retains all Intellectual Property Rights in Customer Data. Customer grants Service Provider a limited, non-exclusive licence to use Customer Data (with the right to sub-license to permitted Subcontractors) solely to perform the Services.

5.3 No Implied Licence. Except as expressly set out in this Agreement, neither Party grants the other any right, title, or interest in its intellectual property.

6. Confidentiality

6.1 Obligations. Each Party (as "**Receiving Party**") shall: (a) keep Confidential Information of the other Party (the "**Disclosing Party**") strictly confidential; (b) use Confidential Information only for the purpose of performing or receiving the Services; (c) not disclose Confidential Information to any person other than its employees, officers, professional advisers, and permitted Subcontractors who need to know it and who are bound by obligations of confidentiality no less protective than those in this Agreement; and (d) apply at least the same degree of care to protecting Confidential Information

as it applies to its own confidential information of a similar nature, and in any event no less than reasonable care.

6.2 Exclusions. The obligations in clause 6.1 do not apply to information that: (a) is or becomes publicly available other than through breach of this Agreement; (b) was in the Receiving Party's possession free of restriction before disclosure; (c) is independently developed by the Receiving Party without use of Confidential Information; or (d) is received from a third party who is not under any obligation of confidentiality in respect of it.

6.3 Required Disclosure. A Receiving Party may disclose Confidential Information to the extent required by Applicable Law or a court or regulatory authority of competent jurisdiction, provided it gives the Disclosing Party reasonable prior written notice (to the extent permitted by law) and discloses only the minimum information required.

6.4 Survival. The obligations in this clause survive termination or expiry of this Agreement for a period of five (5) years, provided that obligations regarding trade secrets and personal data shall survive indefinitely.

7. Warranties and Representations

7.1 Mutual Warranties. Each Party warrants to the other that: (a) it has full power and authority to enter into and perform this Agreement; (b) this Agreement constitutes a legal, valid, and binding obligation enforceable against it; and (c) execution and performance of this Agreement does not conflict with any other agreement by which it is bound.

7.2 Service Provider's Warranties. Service Provider warrants that: (a) the Services will be performed with reasonable skill, care, and diligence by suitably qualified personnel; (b) Deliverables will materially conform to the specifications in the applicable SOW for a period of 90 days following delivery and acceptance (or such other warranty period specified in the applicable SOW); and (c) to Service Provider's knowledge, the Deliverables do not infringe any third-party Intellectual Property Rights, except to the extent arising from Customer Data or Customer's instructions.

7.3 Disclaimer. Except as expressly stated in this Agreement, all warranties, conditions, and representations, whether express or implied (by statute or otherwise), are excluded to the fullest extent permitted by Applicable Law.

8. Limitation of Liability

8.1 Aggregate Cap. Except for Customer's obligation to pay fees due under this Agreement, each Party's total aggregate liability to the other Party under or in connection with this Agreement (whether in contract, tort including negligence, statute, or otherwise) shall not exceed the greater of (a) the total fees paid or payable by Customer to Service Provider under the applicable SOW giving rise to the

claim, and (b) the total fees paid or payable under this Agreement in the twelve (12) months preceding the claim.

8.2 Exclusion of Consequential Loss. In no event shall either Party be liable to the other for any indirect, incidental, special, or consequential damages, or for any indirect loss of profits, revenue, goodwill, or business opportunity, whether arising in contract, tort (including negligence), statute, or otherwise, even if the Party has been advised of the possibility of such damages.

8.3 Uncapped Heads. The limitations in clauses 8.1 and 8.2 do not apply to liability arising from: fraud or fraudulent misrepresentation; wilful misconduct or wilful default; death or personal injury caused by negligence; breach of confidentiality obligations; breach of data protection obligations under clause 12; and indemnification obligations under clause 9.

9. Indemnity

9.1 IP Indemnity by Service Provider. Service Provider shall indemnify and hold harmless Customer and its officers, directors, and employees against any third-party claims, losses, and expenses (including reasonable legal fees) arising from an allegation that the Services or Deliverables (excluding Customer Data) infringe any third-party Intellectual Property Rights.

9.2 Customer Data Indemnity. Customer shall indemnify and hold harmless Service Provider and its officers, directors, and employees against any third-party claims, losses, and expenses arising from an allegation that Customer Data infringes any third-party Intellectual Property Rights, except to the extent caused by Service Provider's breach of this Agreement.

9.3 Conditions. An indemnified Party shall: (a) give the indemnifying Party prompt written notice of any claim; (b) grant the indemnifying Party sole control of the defence and settlement (provided no settlement imposes liability or obligation on the indemnified Party without its consent, and the indemnified Party may participate in the defence at its own expense with counsel of its choice), provided that the indemnified Party may take over control of the defence if the indemnifying Party fails to diligently defend the claim; and (c) provide reasonable cooperation at the indemnifying Party's cost.

10. Termination

10.1 Termination for Cause. Either Party may terminate this Agreement by written notice if the other Party commits a material breach and (where the breach is capable of remedy) fails to remedy it within **30 days** of written notice specifying the breach.

10.2 Termination for Insolvency. Subject to section 440 of the Insolvency, Restructuring and Dissolution Act 2018, either Party may terminate this Agreement immediately by written notice if the other Party enters into liquidation, is declared insolvent, has a receiver or judicial manager appointed

over any of its assets, makes a composition with creditors, or takes or suffers any analogous action in any jurisdiction.

10.3 Termination for Convenience. Customer may terminate this Agreement (or any SOW) without cause by giving Service Provider not less than **60 days'** prior written notice. Upon such termination, Customer shall pay for all Services performed and verifiable, non-cancellable out-of-pocket costs reasonably incurred up to the effective termination date.

10.4 Consequences of Termination. Upon expiry or termination of this Agreement: (a) all outstanding undisputed fees for Services rendered to the termination date become immediately due and payable; (b) each Party shall promptly return or destroy the other Party's Confidential Information upon written request; (c) all active SOWs shall terminate unless the Parties agree in writing to continue a specific SOW; (d) Service Provider shall, upon Customer's written request, provide reasonable transition assistance services for up to 60 days following termination at the rates specified in the applicable SOW (provided that if Customer terminates this Agreement for Service Provider's material breach, such transition assistance shall be provided at no additional cost); and (e) the following clauses survive: Fees and Payment, Confidentiality, Intellectual Property, Limitation of Liability, Indemnity, Data Protection, Governing Law and Dispute Resolution, and this clause 10.4.

11. Subcontracting

Service Provider may subcontract any part of the Services to a Subcontractor subject to Customer's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding any approved subcontracting arrangement, Service Provider remains primarily liable to Customer for the performance of all obligations under this Agreement and shall ensure that each Subcontractor is bound by obligations consistent with this Agreement, including in relation to confidentiality, data protection, and intellectual property.

12. Data Protection

(a) Compliance. Each Party shall comply with the Personal Data Protection Act 2012 ("**PDPA**") and any other Applicable Law relating to data protection and privacy in its performance of this Agreement.

(b) Data Intermediary. To the extent Service Provider processes Customer Data containing personal data on behalf of Customer, Service Provider acts as a data intermediary for the purposes of the PDPA and shall: (i) process such personal data only on Customer's documented instructions and not for any other purpose; (ii) implement reasonable security arrangements (having regard to the sensitivity of the data and the nature of the processing) to protect personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal, or similar risks; (iii) not engage any subcontractor to process personal data on Customer's behalf without Customer's prior written consent, and ensure each approved subcontractor is bound by data protection obligations no less protective than those in this

clause; (iv) not transfer personal data outside Singapore unless the recipient provides a comparable standard of protection and Customer has given prior written consent, and comply with the PDPA's transfer limitation obligations; (v) upon Customer's written request, assist Customer to respond to access and correction requests made by individuals in respect of their personal data; (vi) permit Customer or its authorised representative to conduct audits or inspections (on reasonable written notice, no more than once per calendar year) to verify compliance with this clause; and (vii) notify Customer in writing without undue delay (and in any event within 24 hours) of becoming aware of any actual or suspected data breach affecting Customer Data, provide all available details, and reasonably assist Customer in assessing whether the breach is notifiable under the PDPA and in making any required notifications to the Personal Data Protection Commission or affected individuals.

(c) Retention and Return. Upon expiry or termination of this Agreement or on Customer's written request, Service Provider shall promptly return or securely delete Customer's personal data, except where retention is required by Applicable Law.

(d) Survival. The obligations in this clause survive termination or expiry of this Agreement for so long as Service Provider holds or processes Customer Data.

13. Notices

All notices and other communications under this Agreement shall be in writing and delivered to the registered address of the relevant Party (or such other address as a Party notifies the other in writing). A notice is deemed received: (a) on delivery, if delivered by hand or prepaid courier; (b) on the next business day after dispatch, if sent by courier requiring signature on delivery; and (c) on the date of transmission (if sent on a business day before 5.00 pm Singapore time) or on the next business day (if sent after 5.00 pm or on a non-business day), if sent by email with read-receipt confirmation or with no delivery-failure notification received within 24 hours. Each Party shall specify a contact address (including email) in the signature block of this Agreement.

14. Governing Law and Dispute Resolution

This Agreement is governed by and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC in force at the commencement of the arbitration. The seat of arbitration shall be Singapore. The language of the arbitration shall be English. The tribunal shall consist of one arbitrator.

15. General

(a) **Entire Agreement.** This Agreement (including all SOWs and Schedules) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings. (b) **Amendments.** No amendment to this Agreement is effective unless in writing and signed by authorised representatives of both Parties. (c) **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to modify the invalid provision to the minimum extent necessary to make it enforceable, consistent with their original intent. (d) **Waiver.** No failure or delay by a Party in exercising any right under this Agreement shall constitute a waiver of that right. A waiver of any breach does not constitute a waiver of any subsequent breach. (e) **Assignment.** Neither Party may assign or transfer this Agreement or any of its rights or obligations under it without the prior written consent of the other Party, except that Customer may assign this Agreement to an affiliate or successor entity without consent, whereas Service Provider may only assign this Agreement to an affiliate or successor entity with Customer's prior written consent. (f) **Force Majeure.** Neither Party shall be liable for any failure or delay in performance to the extent caused by a Force Majeure Event, provided the affected Party: (i) gives prompt written notice to the other Party; (ii) uses reasonable endeavours to mitigate the effect; and (iii) resumes performance as soon as reasonably practicable. If a Force Majeure Event continues for more than 60 days, either Party may terminate this Agreement on 14 days' written notice without liability (other than for accrued fees). (g) **Third-Party Rights.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of this Agreement, except for permitted assignees, successors, and any persons expressly identified as indemnified parties under clause 9. (h) **Electronic Execution.** This Agreement may be executed in counterparts (including by electronic signature). Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument. Electronic signatures are valid under the Electronic Transactions Act 2010 of Singapore.

16. Execution

Service Provider	Customer
Arborise Software Pte Ltd	Velora Health Pte Ltd
By: Nurul Aisyah Binte Hassan (Managing Director)	By: Dr. Cheong Kar Wai (Chief Executive Officer)
Date: _____	Date: _____

17. Schedule 1 — Description of Services

Design, development, testing and delivery of a bespoke patient-engagement web application (the 'Application') comprising patient portal, clinician dashboard, appointment scheduling, and integration with the Customer's existing electronic medical record system via HL7 FHIR. Services include UX/UI design, frontend and backend development, automated testing, security review against OWASP ASVS Level 2, deployment to the Customer's AWS Singapore environment, two rounds of user acceptance testing, and 90 days of post-go-live warranty support.