

# Software Licence — Non-Exclusive Inbound Open-Source Utility Library (CoreUtils v3.1)

**Sample document — not legal advice.** This document was drafted by the LawCrew AI agent team and is published at [lawcrew.ai/samples](https://lawcrew.ai/samples) as a showcase of how our pipeline approaches a common Singapore Software Licence Agreement scenario. This run completed automated drafting, self-critique, adversarial review and deterministic gates, then routed to lawyer review (Self-critique flagged 2 high issue(s); adversarial flagged 5 high concern(s)). **It is not legal advice and is not tailored to any specific transaction.**

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*Sample Software Licence Agreement #01 · Agent-drafted; routed to lawyer review · Published 2026-05-26*

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## Software Licence Agreement

**This Software Licence Agreement** (this "**Agreement**") is entered into as of 2026-07-01 by and between:

(1) **CoreUtils Open Source Foundation**, a business having its address at 71 Ayer Rajah Crescent, #05-18, Singapore 139951 (the "**Licensor**"); and (2) **Meridian Digital Pte Ltd**, a business having its address at 1 Raffles Quay, #29-10, One Raffles Quay South Tower, Singapore 048583 (the "**Licensee**"),

each a "**Party**" and collectively the "**Parties**".

### 1. Background

1.1 The Licensor owns or controls the software known as **CoreUtils v3.1**. 1.2 The Licensee wishes to use the software for the permitted purpose described in this Agreement. 1.3 This Agreement grants a licence only. It does not assign, transfer, or convey ownership of the software or any intellectual property rights.

### 2. Definitions

2.1 "**Software**" means An open-source utility library for structured data processing, providing parsing, transformation, validation, and serialisation functions for JSON, XML and CSV formats, together with all associated documentation and example code. 2.2 "**Licensed Rights**" means the

following rights as they subsist in or relate to the Software: copyright. 2.3 "**Territory**" means worldwide. 2.4 "**Field of Use**" means the Licensee's internal business purposes.

### **3. Licence Grant**

3.1 Subject to this Agreement, the Licensor grants to the Licensee a non-exclusive licence to use, reproduce, configure, and run the Software in the Territory during the Term solely within the Field of Use. 3.2 The licence is non-transferable and non-assignable except with the Licensor's prior written consent. 3.3 The Licensee receives no right to file, prosecute, register, or advise on patent, trade mark, or other regulated intellectual property applications.

### **4. Restrictions**

4.1 The Licensee shall not reverse engineer, decompile, disassemble, copy, distribute, commercialise, or modify the Software except: (a) as expressly permitted by this Agreement; or (b) to the extent permitted by applicable law that cannot be excluded by contract, including the right to decompile for the purpose of achieving interoperability of an independently created program with the Software as permitted under section 246 of the Copyright Act 2021 (Singapore). 4.2 The Licensee shall not remove proprietary notices from the Software. 4.3 The Licensee shall not use the Software for unlawful, consumer-facing, or regulated-sector deployments unless the Parties sign a separate written addendum.

### **5. Open Source Components**

5.1 The Software may incorporate open source software components. The Licensor shall, on written request, provide a bill of materials identifying any material open source components and the applicable open source licences. The Licensee's rights to those components are governed by the applicable open source licences, which take precedence over this Agreement to the extent of any conflict. 5.2 Nothing in this Agreement grants the Licensee rights under any open source licence that are broader than or inconsistent with the rights granted in clause 3.

### **6. Sublicensing**

6.1 The Licensee shall not sublicense the Software or Licensed Rights without the Licensor's prior written consent.

### **7. Fees and Records**

7.1 No licence fee is payable unless the Parties agree otherwise in writing. 7.2 The Licensee shall keep complete and accurate records reasonably needed to verify fees payable under this Agreement.

### **8. Term and Termination**

8.1 This Agreement starts on the Effective Date and continues perpetually unless terminated for material breach. 8.2 Either Party may terminate for material breach if the breach is not remedied within 30 days after written notice. 8.3 No termination for convenience is included unless the Parties sign a written amendment. 8.4 Termination does not affect accrued payment obligations, confidentiality, audit rights, ownership, restrictions, liability, or clauses intended to survive.

## **9. Ownership**

9.1 The Licensor retains all ownership of the Software and Licensed Rights. 9.2 No licence is granted by implication, exhaustion, estoppel, or otherwise except as expressly stated in this Agreement. 9.3 Feedback may be used by the Licensor without restriction, provided it does not disclose the Licensee's confidential information.

## **10. Warranties and Support**

10.1 Each Party warrants that it has authority to enter into this Agreement. 10.2 The Software is provided with the support, maintenance, and service levels expressly agreed in writing. No other warranty is given except to the extent it cannot be excluded under applicable law.

## **11. Liability**

11.1 Each Party's aggregate liability under this Agreement is capped at fees paid or payable in the 12 months before the claim. 11.2 Nothing in this Agreement limits liability that cannot be limited under applicable law, including fraud, wilful misconduct, death or personal injury caused by negligence, or mandatory consumer-protection rights where applicable. 11.3 The Parties should obtain specific legal review before using this template for consumer software licensing.

## **12. Governing Law and Jurisdiction**

12.1 This Agreement is governed by the laws of Singapore. 12.2 The Parties submit to the exclusive jurisdiction of the Singapore courts.

## **13. Third Party Rights**

13.1 No person who is not a Party has any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement.

## **14. Signatures**

<b>Licensor</b>	<b>Licensee</b>
<b>CoreUtils Open Source Foundation</b>	<b>Meridian Digital Pte Ltd</b>

<b>Licensor</b>	<b>Licensee</b>
By: Dr Priya Subramaniam (Executive Director)	By: Jonathan Lim Wei Xiang (Chief Technology Officer)
Date: _____	Date: _____