

Software Licence — Exclusive Outbound Fintech SDK to SEA Licensee (PayEdge SDK 2.0)

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 Software Licence Agreement scenario. This run completed automated drafting, self-critique, adversarial review and deterministic gates, then routed to lawyer review (Self-critique flagged 1 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 #02 · Agent-drafted; routed to lawyer review · Published 2026-05-26

Software Licence Agreement

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

(1) **Nexus Fintech Labs Pte Ltd**, a business having its address at 8 Marina Boulevard, #05-02, Marina Bay Financial Centre Tower 1, Singapore 018981 (the "**Licensor**"); and (2) **BrightPay Financial Services Sdn Bhd**, a business having its address at Level 28, Menara Citibank, 165 Jalan Ampang, 50450 Kuala Lumpur, Malaysia (the "**Licensee**"),

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

1. Background

1.1 The Licensor owns or controls the software known as **PayEdge SDK 2.0**. 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 A proprietary software development kit for real-time payment orchestration, providing API connectors, transaction routing algorithms, fraud-scoring modules, and regulatory-reporting libraries for integration into financial services products operating in Southeast Asian

payment networks. 2.2 "**Licensed Rights**" means the following rights as they subsist in or relate to the Software: copyright, know-how and trade secrets. 2.3 "**Territory**" means SG, MY, TH, ID, PH, VN. 2.4 "**Field of Use**" means Financial services operations only, limited to the provision of payment processing, digital wallet, and remittance services to end-customers. Excludes use in insurance, securities brokerage, lending, and any application outside the Licensee's core payment-services business. For the avoidance of doubt, the Licensee may not use the Software to develop competing products for licensing to third parties..

3. Licence Grant

3.1 Subject to this Agreement, the Licensor grants to the Licensee an 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 The Licensee shall pay recurring subscription fees of SGD 150,000.00 according to the agreed billing cycle. 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 for 36 months unless terminated earlier under this Agreement. 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 SGD 150,000.00. 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

Licensor	Licensee
Nexus Fintech Labs Pte Ltd	BrightPay Financial Services Sdn Bhd
By: Audrey Tan Hui Ling (Chief Executive Officer)	By: Dato Rajendra Kumar a/l Krishnan (Managing Director)
Date: _____	Date: _____