

# Software Licence — Enterprise On-Premise Site Licence (VaultERP 5.0)

**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.**

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 Software Licence Agreement #04 · 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) **SolidSystems Enterprise Pte Ltd**, a business having its address at 3 Church Street, #22-01, Samsung Hub, Singapore 049483 (the "**Licensor**"); and (2) **Pacific Logistics Holdings Pte Ltd**, a business having its address at 30 Pasir Panjang Road, #10-32, Mapletree Business City, Singapore 117440 (the "**Licensee**"),

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

### 1. Background

1.1 The Licensor owns or controls the software known as **VaultERP 5.0**. 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 An enterprise resource planning software suite for logistics and supply-chain operations, comprising warehouse management, freight order management, carrier integration, customs documentation, and financial reporting modules, installed and operated on the Licensee's

own on-premise server infrastructure. 2.2 "**Licensed Rights**" means the following rights as they subsist in or relate to the Software: copyright, database rights, know-how and trade secrets. 2.3 "**Territory**" means SG. 2.4 "**Field of Use**" means Internal business operations of the Licensee only, limited to the Licensee's facilities located at (i) 30 Pasir Panjang Road, #10-32, Singapore 117440 and (ii) 3 Tuas South Avenue 4, Singapore 637051 (together, the "Licensed Sites"). Use at any additional site requires a written amendment executed by the Licensor. No external deployment, cloud hosting, or use by any entity other than the Licensee is permitted..

### **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 The Licensee shall pay recurring subscription fees of SGD 80,000.00 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 12 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 Either Party may terminate for convenience on 30 days' written notice. 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 80,000.00. 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

<b>Licensor</b>	<b>Licensee</b>
<b>SolidSystems Enterprise Pte Ltd</b>	<b>Pacific Logistics Holdings Pte Ltd</b>
By: Marcus Ng Teck Huat (Head of Enterprise Sales)	By: Tan Ser Kiat (Chief Information Officer)
Date: _____	Date: _____