

MSA — Stratosphere Compute (Provider) & Meridian Logistics (Customer) — Managed IT Services

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 10.4: Crucial boilerplate clauses such as Notices and General (which contains the Third-Party Rights exclusion) must explicitly survive termination to effectively govern post-termination disputes and third-party indemnity enforcement.; Clause 15(c): Under Singapore common law, courts will apply the 'blue pencil' test to sever invalid terms but do not have the power to proactively rewrite them; framing this as an obligation to negotiate a valid replacement avoids enforceability issues.; Clause 3.3 Late Payment: An interest rate of 1.5% per month (18% annually) is punitive and significantly exceeds the default judgment interest rate of 5.33% set under Singapore's Civil Law Act; it has been reduced to a commercially reasonable standard.; Clause 4.2 Renewal: A 90-day notice period for non-renewal is unnecessarily long and creates a trap where the Customer may inadvertently lock themselves into an unwanted 12-month extension; 30 days is sufficient and standard.; Clause 7.2 Service Provider's Warranties: Intellectual property infringement is a strict liability issue; qualifying the non-infringement warranty to the Provider's knowledge undermines the Customer's protection and shifts the risk of unknown third-party claims to the Customer.). **It is not legal advice and is not tailored to any specific transaction.**

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

This Master Services Agreement ("**Agreement**") is entered into as of **2026-08-01** between **Stratosphere Compute Pte Ltd** ("**Service Provider**") and **Meridian Logistics 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:

"**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, or generated, processed, or hosted by Service Provider on Customer's behalf in the course of providing 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 (excluding cyber-attacks resulting from a Party's failure to maintain reasonable or contracted cybersecurity measures).

"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 Statements of Work 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 terms; 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 and specifically identifies the clause of this Agreement to be superseded.

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, provided Service Provider uses commercially reasonable efforts to mitigate the impact of such delay.

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. Failure to respond within that period shall not constitute deemed acceptance, and Service Provider shall promptly follow up in writing to obtain express sign-off. 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, require further remediation or reject the Deliverable and terminate the applicable SOW for material breach, receiving a full refund of fees paid for such non-conforming Deliverable (and any previously accepted Deliverables rendered functionally unusable by such non-conformance).

3. Fees and Payment

3.1 Fee Structure. The Customer shall pay the fees for the Services as specified in the applicable SOW. All fees 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 receipt of a valid, undisputed invoice.

3.3 Late Payment. Amounts not paid by the due date shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by Applicable Law, whichever is lower), 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 prior to the applicable due date (or as soon as reasonably practicable if the discrepancy is discovered later), setting out the grounds; and (c) cooperate in good faith to resolve the dispute promptly. Customer may set off or withhold undisputed amounts against any amounts owed to Service Provider. Interest does not accrue on amounts subject to a bona fide dispute.

4. Term

4.1 Initial Term. This Agreement commences on the Effective Date and continues for an initial term of **36 months** (the "**Initial Term**"). The Initial Term and any renewal periods collectively constitute the "**Term**", unless earlier terminated in accordance with this Agreement.

4.2 Renewal. Following the Initial Term, this Agreement shall automatically renew for successive 12-month periods unless either Party gives the other not less than **90 days'** prior written notice of non-renewal before the end of the then-current term.

4.3 Active SOWs. Expiry or termination of this Agreement does not affect any SOW that is then in force; the terms of this Agreement shall continue to apply to any active SOW until it concludes or is separately terminated.

5. Intellectual Property

5.1 Ownership of Deliverables. Service Provider retains all Intellectual Property Rights in materials, software, tools, methodologies, and other intellectual property created or acquired by it independently of this Agreement ("**Background IP**"). Service Provider hereby assigns (and, to the extent such rights cannot be validly assigned in advance, agrees to assign) to Customer all Intellectual Property Rights in the Deliverables (excluding any incorporated Background IP), and shall execute all documents reasonably required to perfect such assignment. Service Provider grants Customer a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, and fully sublicensable licence to use the Background IP to the extent necessary for Customer to exploit the Deliverables.

5.2 Customer's Pre-existing IP. Customer retains all Intellectual Property Rights in data, materials, and content provided by Customer to Service Provider ("**Customer Materials**"). Customer grants Service Provider a limited, non-exclusive licence to use Customer Materials 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, and professional advisers 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, except for trade secrets which shall remain confidential for as long as they qualify as such under Applicable Law.

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; 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 Materials 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. The Services and Deliverables are provided on an "**as is**" basis beyond the express warranties above.

8. Limitation of Liability

8.1 Aggregate Cap. 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 total fees paid or payable by Customer to Service Provider in the twelve (12) months immediately preceding the event giving rise to the claim (or, if the claim arises in the first twelve (12) months, the total fees payable for the first twelve (12) months).

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, special, or consequential loss of profits, revenue, goodwill, or business opportunity (but specifically excluding loss, corruption, or breach of Customer Data, which shall be recoverable as direct damages), 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; intellectual property and data protection indemnity obligations; or Customer's obligation to pay fees under this Agreement.

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: (a) an allegation that the Services or Deliverables (excluding Customer Materials) infringe any third-party Intellectual Property Rights, or (b) any claim arising from a breach of Service Provider's data protection obligations or a security incident compromising Customer Data.

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 directly from a claim that the Customer Materials or Customer Data infringes a third party's Intellectual Property Rights, subject to a proportional reduction to the extent Service Provider contributed to the loss.

9.3 Conditions. An indemnified Party shall: (a) give the indemnifying Party prompt written notice of any claim; (b) grant the indemnifying Party control of the defence and settlement (provided no settlement imposes liability, financial obligation, or admission of fault on the indemnified Party without its prior written consent, and provided the indemnified Party may participate in the defence at its own expense, and may assume control of the defence if the indemnifying Party fails to promptly assume or diligently pursue it); 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. 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, to the extent permitted by Applicable Law (including section 440 of the Insolvency, Restructuring and Dissolution Act 2018 of Singapore).

10.3 Termination for Convenience. Customer may terminate this Agreement (or any SOW) without cause by giving Service Provider not less than **90 days'** prior written notice. Upon such termination, Customer shall pay for all Services performed and unavoidable, documented costs reasonably incurred up to the effective termination date, provided Service Provider takes all reasonable steps to mitigate such costs.

10.4 Consequences of Termination. Upon expiry or termination of this Agreement: (a) all outstanding 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 continue in force in accordance with clause 4.3 unless separately terminated; (d) Service Provider shall provide commercially reasonable transition and disentanglement assistance for up to 90 days following termination at Customer's request (such assistance to be provided at no cost if termination is due to Service Provider's material breach); 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 third party ("**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 and maintain reasonable security arrangements consistent with industry best practices (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 been informed, 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

Singapore International Arbitration Centre 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 invalid provision shall be modified to the minimum extent necessary to make it enforceable, consistent with the Parties' 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 either Party may assign this Agreement to an affiliate under the same ultimate control or to a successor entity in connection with a merger, acquisition, or sale of substantially all of its assets, upon prior written notice to the other Party. (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 14 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 persons expressly indemnified under this Agreement. (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
Stratosphere Compute Pte Ltd	Meridian Logistics Pte Ltd
By: Aravind Krishnan (Director, Managed Services)	By: Lim Wei Jian (Chief Information Officer)

Service Provider	Customer
Date: _____	Date: _____

17. Schedule 1 — Description of Services

Provision of 24x7 managed IT services covering the Customer's regional infrastructure across Singapore, Malaysia and Indonesia. Services include cloud infrastructure operations on AWS, network operations and monitoring, security operations centre coverage with SIEM tuning and incident response, service-desk Tier 1 to Tier 3 support, change management, patch management, and quarterly business reviews. The Provider commits to service levels of 99.9% availability for production workloads, P1 incident acknowledgement within 15 minutes and restoration within 4 hours, and a monthly customer-satisfaction target of $\geq 4.2/5$, with service credits payable against the applicable SOW fees for any failure to meet these service levels. Such service credits shall be the Customer's sole and exclusive financial remedy for the specific service level failure, without prejudice to either Party's termination rights for material breach.