

MSA — Arborise Software (Provider) & Meridian Logistics (Customer) — SaaS Subscription

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Sample MSA #06 · Agent-drafted end-to-end · Published 2026-05-24

This Master Services Agreement ("**Agreement**") is entered into as of **2026-08-15** between **Arborise Software 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 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 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 or reference to Schedule 1; 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 does not respond within that period, Service Provider shall issue a written reminder notice, and Customer shall have a further 5 Business Days to respond before the Deliverable is deemed accepted. 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, the Customer may, at its option, escalate to senior management for resolution or terminate the applicable SOW and receive a full refund of all fees paid for the non-conforming Deliverable.

3. Fees and Payment

3.1 Fee Structure. The Customer shall pay a monthly retainer of **SGD 24,000** in advance on or before the first Business Day of each calendar month. The retainer covers a baseline of services as agreed in the applicable SOW; services in excess of the baseline shall be charged at rates set out in the SOW. All fees stated above are exclusive of Goods and Services Tax (GST); GST will be charged in addition at the prevailing rate where applicable. Any unused portion of the monthly retainer shall automatically roll over and be credited against excess service fees in subsequent months.

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. The Customer may set off any undisputed amounts owed by the Service Provider to the Customer against any fees payable under this Agreement.

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 within 30 days of the invoice date, setting out the grounds; and (c) cooperate in good faith to resolve the dispute promptly. 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 **24 months** (the "**Initial Term**"), unless earlier terminated in accordance with this Agreement. The Initial Term and any renewal periods shall collectively constitute the "**Term**".

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 its pre-existing tools and methodologies ("Provider Background IP"). Service Provider hereby assigns (and agrees to assign by way of present assignment of future rights) to Customer all Intellectual Property Rights in the Deliverables upon creation, and shall execute all documents and perform all acts reasonably necessary to perfect such assignment. Service Provider also grants Customer a perpetual, non-exclusive, royalty-free licence to use Provider Background IP to the extent incorporated into and necessary to exploit the Deliverables. Customer shall not reverse engineer the Provider Background IP or use it on a standalone basis, but may modify, adapt, or create derivative works of it solely to the extent incorporated into the Deliverables for Customer's internal business purposes.

5.2 Customer's Pre-existing IP. Customer retains all Intellectual Property Rights in the Customer Data and any other data, materials, or content provided by Customer to Service Provider (collectively, "**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, provided that obligations regarding trade secrets 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; and (c) the Services and Deliverables do not and will 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. Except for the express warranties and service level commitments set out in this Agreement, the Services and Deliverables are provided without further warranties.

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 greater of (a) 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 (b) twelve (12) times the average monthly fees payable under this Agreement.

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 indirect or consequential loss of profits, revenue, goodwill, or business opportunity (but specifically excluding loss or corruption of data, which shall be deemed a direct loss), 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; and either Party's indemnity 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 Materials) 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 the Customer Materials infringe the Intellectual Property Rights of a third party.

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); 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 **90 days'** prior written notice. Upon such termination, Customer shall pay for all Services performed and costs reasonably incurred up to the effective termination date.

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 accordance with clause 4.3 unless expressly terminated; (d) Service Provider shall provide up to 90 days of reasonable transition assistance (chargeable at Service Provider's then-current standard rates unless termination was due to Service Provider's material breach) to facilitate the orderly transfer of Customer Data to Customer or its nominated alternative provider; and (e) the following clauses survive: Fees and Payment, Intellectual Property, Confidentiality, 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 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 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, unless a data breach has occurred or is reasonably suspected) 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. The Parties irrevocably submit to the exclusive jurisdiction of the Singapore courts (excluding the Singapore International Commercial Court) in connection with any dispute arising out of or in connection with this Agreement.

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 common control or to a successor entity in connection with a merger, acquisition, or sale of substantially all of its assets, provided it gives the other Party 30 days' prior written notice and, in the case of assignment by the Service Provider, the assignee is not a direct competitor of the Customer and is of at least equivalent financial standing. (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 30 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	Meridian Logistics Pte Ltd
By: Nurul Aisyah Binte Hassan (Managing Director)	By: Lim Wei Jian (Chief Information Officer)
Date: _____	Date: _____

17. Schedule 1 — Description of Services

Professional services to customize, implement, and integrate the warehouse-management software for the Customer's Singapore, Johor, and Batam operations. The monthly retainer covers a baseline of up to 120 hours per month of implementation consulting, dedicated customer success management, standard integrations via documented APIs, and access to the reporting library. Services in excess of the baseline shall be charged at the Service Provider's prevailing hourly rates.