



## Software Licensing and Service Agreement

No. [insert agreement number]

This Software Licensing and Service Agreement is entered into on \_\_\_\_\_ ("Effective Date") by and between:

- 1 **Nalagenetics Pte Ltd**, a Singapore registered company with address at 1093 Lower Delta Road, #04-06/08, Singapore 169204 ("**Nalagenetics**"); and
- 2 [Company Name], a [country name] registered company with address at [company address] (the "**Customer**"),

Nalagenetics and Customer shall each be referred to as a "**Party**" and collectively the "**Parties**", and agree to enter into this Agreement upon the terms and conditions as follows:

### ARTICLE 1

#### DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, terms with capital letters have the following definitions:

- (a) "**Applicable Regulations**" means any applicable national, provincial, regional, municipal or other statutory law and regulations, administrative decisions, constitutions, policies of Government Official that are binding and applicable in Singapore or any related authority (as amended, supplemented, modified, consolidated or re-enacted from time to time).
- (b) "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Singapore.
- (c) "**BPA**" means system-generated clinical recommendations toward one specific medicine/drugs which can be accessed through Software and *Nala Personal Health Manager™*.
- (d) "**Doctor**" means any general practitioner, specialist and/or any other medical practitioner who works for, is appointed by or is otherwise authorized by Customer.
- (e) "**Fee**" has the meaning given in Article 7.1.
- (f) "**Force Majeure**" means any cause preventing either of the Parties from

performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including (without limitation) strikes, lock-outs or other industrial disputes (involving the workforce of the Party), act of terrorism or of God, war, riot, civil commotion, compliance with any law (including any applicable law) or any order, rule, regulation or direction of any governmental body or competent regulatory authority, accident, fire or flood.

- (g) "**Insolvency Event**" means, for a person, being the subject of an application for an order of bankruptcy or an application for suspension of debt repayments, having an order for bankruptcy or suspension of debt repayments made in respect of it, being in liquidation or provisional liquidation or under administration, having an administrator or controller or analogous person appointed to it or any of its property, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, or any analogous event.
- (h) "**Services**" has the meaning ascribed to it in Article 2.1 of this Agreement.
- (i) "**Software**" means *Nala Clinical Decision Support™*, a proprietary software developed and owned by Nalagenetics, which functions to analyze Samples and generate analysis reports.
- (j) "**Term**" has the meaning ascribed to it in Article 6.1 of this Agreement.
- (k) "**Termination Event**" means any event, problem or situation which constitutes a material breach of the terms and conditions of this Agreement by Customer or Nalagenetics (as applicable), including but not limited to a material breach of any of the representations or warranties provided for in this Agreement.

### ARTICLE 2 – THE SERVICES

- 2.1 Subject to Article 3, Nalagenetics shall perform the Services for the Customer, whereby Nalagenetics shall grant the Customer a non-exclusive license to use the Software and provide additional services and/or functionalities, as listed in the Annex 1 ("**Services**").



### ARTICLE 3 – RIGHTS AND OBLIGATIONS OF NALAGENETICS

#### 3.1 Nalagenetics is obliged to:

- (a) grant the Customer a non-exclusive license to use the Software;
- (b) provide technical support for the installation of the Software on the Customer's system;
- (c) provide training to the Customer on how to operate the Software;
- (d) develop and implement suitable training programs and manuals for Customer in connection with the Services under this Agreement;
- (e) be responsible for addressing errors, bugs, and other technical issues in the Software in accordance with Nalagenetics' internal policies;
- (f) configure additional features within the Software that has been agreed by the Parties according to the Annex 1;
- (g) jointly with Customer, develop, arrange and conduct seminars, meetings, focus group discussions (FGD), or other such events to familiarize Doctors, medical personnel, laboratory and/or other clinic personnel with the Software and the Services;
- (h) provide occasional informational and/or educational updates relating to the Software;
- (i) answer any reasonable queries of Customer related to the Services.

#### 3.2 Nalagenetics shall be entitled to:

- (a) receive payment for the Services in the amount specified in Annex 1 of this Agreement ("Service Fee");
- (b) revoke or terminate the Software license, or discontinue Software maintenance or updates if Customer fails to comply to its payment obligation and/or one or more of the events specified in Article 6 occur.

### ARTICLE 4 – RIGHTS AND OBLIGATIONS OF THE CUSTOMER

#### 4.1 Customer is obliged to:

- (a) make a payment for Service Fee to Nalagenetics, in accordance with Article 7 and Annex 1 of this Agreement;
- (b) use the Software solely for its intended purpose and in accordance with the terms of this Agreement;

- (c) maintain the confidentiality of any proprietary information related to the Software and prevent unauthorized access or disclosure;
- (d) implement appropriate security measures to protect the Software from unauthorized use, modification, or distribution;
- (e) provide Nalagenetics with reasonable cooperation and assistance in resolving any Software-related issues, including reporting any errors, bugs, or security vulnerabilities;
- (f) comply with all applicable laws, regulations, and industry standards in its use of the Software;
- (g) acknowledge all of the Nalagenetics' Software intellectual property and other established rights during the Term as well as after its termination.

#### 4.2 Customer shall not, prohibited to:

- (a) modify, adapt, reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software;
- (b) sell, sublicense, transfer, distribute, lease, or otherwise make the Software available to any third party without Nalagenetics' prior written consent;
- (c) use the Software in any manner that infringes on Nalagenetics' intellectual property rights or those of any third party;
- (d) use the Software for any unlawful, fraudulent, or unethical purpose, including but not limited to violating data protection laws or engaging in activities that may harm Nalagenetics' reputation;
- (e) remove, alter, or obscure any copyright, trademark, or other proprietary notices contained in the Software;
- (f) introduce any viruses, malware, or harmful code into the Software or any related systems;
- (g) disclosing, sharing, or distributing login credentials to Nalagenetics' Software in any manner that would allow access by any third party/unauthorized user.

#### 4.3 Customer shall be entitled to:

- (a) receive a non-exclusive license to use the Software in accordance with the terms of this Agreement;
- (b) obtain technical support from Nalagenetics for the installation and operation of the Software on the Customer's system;



- (c) receive training from Nalagenetics on how to operate the Software, as well as access to training programs and manuals related to the Services;
- (d) request Nalagenetics to address errors, bugs, and other technical issues in the Software in accordance with Nalagenetics' internal policies;
- (e) utilize additional Software features as listed in the Annex 1;
- (f) collaborate with Nalagenetics to develop, arrange, and conduct seminars, meetings, focus group discussions (FGDs), or other events to familiarize doctors, medical personnel, and laboratory/clinic staff with the Services;
- (g) Receive informational and/or educational updates from Nalagenetics related to the Services;
- (h) submit reasonable queries to Nalagenetics regarding the Software and Services and receive timely responses.

#### ARTICLE 5 – TERM OF THE AGREEMENT

- 5.1 This Agreement shall take effect on the Effective Date and continue for a period of **one (1) year** until \_\_\_\_\_ (the “**Term**”).
- 5.2 The Term may be extended by the mutual agreement of the Parties.

#### ARTICLE 6 - SOFTWARE LICENSE REVOCATION AND TERMINATION

- 6.1 Nalagenetics reserves the right to revoke or terminate Customer's license to use the Software, in whole or in part, upon written notice if any of the following events occur:
- (a) **Material Breach** – Customer materially breaches this Agreement, including but not limited to non-compliance with license terms, failure to maintain confidentiality, or unauthorized use of the Software, and fails to cure such breach within 30 (thirty) calendar days of receiving written notice.
  - (b) **Violation of Intellectual Property Rights** – Customer engages in activities such as reverse-engineering, modifying, copying, sublicensing, or otherwise infringing on

Nalagenetics' intellectual property rights in the Software.

- (c) **Non-Payment** – Customer fails to pay the Service Fee or any other amounts due under this Agreement within 30 (thirty) calendar days after the due date, and such failure remains uncured following written notice.
- (d) **Regulatory or Legal Non-Compliance** – Customer uses the Software in a manner that violates applicable laws, regulations, or industry standards, exposing Nalagenetics to legal liability or reputational harm.
- (e) **Bankruptcy or Insolvency** – Customer becomes insolvent, enters into bankruptcy proceedings, is placed under receivership, or undergoes liquidation, making continued performance under this Agreement impracticable.
- (f) **Unauthorized Use or Transfer** – Customer sublicenses, transfers, leases, or otherwise grants access to the Software to any third party without Nalagenetics' prior written consent.
- (g) **Security Risks or Harmful Use** – Customer's use of the Software compromises system security, causes disruptions, or is associated with fraudulent, unlawful, or unethical activities.

- 6.2 In the event of revocation or termination of the license, the Customer shall immediately:

- (a) Cease all use of the Software;
- (b) Remove and delete all copies of the Software from its systems; and
- (c) Provide Nalagenetics with written confirmation and proof with the above requirements.

- 6.3 License revocation and termination under this clause shall not affect Nalagenetics' rights to seek damages or any other legal remedies available under this Agreement or applicable law.

#### ARTICLE 7 – FEE AND TERMS OF PAYMENT



7.1 In consideration for the Services, Customer shall pay to Nalagenetics the fee as set out in Annex 1 of this Agreement ("**Service Fee**").

7.2 The Parties shall review and evaluate the Fee annually, with the goal of ensuring that the Fee is reasonably reflects the prevailing market price for similar services.

7.3 Customer shall bear all taxes arising in connection with payment of the Fee.

7.4 Nalagenetics shall on the first day of each month issue to Customer an invoice for the Fee for the preceding month. Customer shall within 7 days of receipt of the invoice pay Fee to the bank account of Nalagenetics, with the following details:

Account name: Nalagenetics Pte Ltd  
Account number: 107-903087-4  
Bank Name: DBS Bank Ltd Singapore  
Bank Address: 12 Marina Boulevard, DBS Asia Central, Marina Bay Financial Centre Tower 3, Singapore 018982  
Country: Singapore  
SWIFT/BIC: DBSSSGSG  
Currency: SGD and USD

#### ARTICLE 8 – REPRESENTATION AND WARRANTIES

8.1 Each Party represents and warrants to the other Party that the representations below are true and correct from the Effective Date until this Agreement is terminated:

- (a) it is a legal entity duly established and validly existing under the laws of the relevant jurisdiction as specified in the Parties section of this Agreement;
- (b) it has full power, authority, capacity and legal rights to enter into, execute, deliver and perform all of its obligations under this Agreement;
- (c) the Parties shall act in good faith;
- (d) the participation of each Party in, exercise the rights and/or perform its obligations under this Agreement does not and will not violate:
  - (i) Applicable Regulations; and (ii) any agreement which each Party is a party thereof
- (e) None of them is affected by an Insolvency Event;
- (f) all permits, approvals, authorities, and actions (corporations and others) required on its part have been obtained for its purposes

legally entering into and signing this Agreement and binding itself and carrying out the obligations set forth in this Agreement.

8.2 Customer hereby represent and warrant to Nalagenetics (whether during the period of this Agreement and/or this Agreement has ended) that Customer will refrain from directly or indirectly, on their behalf, engaged in any activities, business, joint venture, partnership, equity partnership, and/or company that is in competition with Nalagenetics' business activity and/or similar to and/or scope of works.

#### ARTICLE 9 – INTELLECTUAL PROPERTY RIGHTS

9.1 This Agreement is not intended and shall not be construed as transferring the intellectual property rights of either Party to the other Party. Each Party acknowledges that the other Party is the owner of all intellectual property rights in any material provided by the other Party to the first Party. Nothing contained in this Agreement shall be deemed to grant, whether directly or by implication, any right, (whether by license or otherwise), under any patent(s), patent applications, copyrights or other intellectual property rights.

9.2 Customer shall not analyze, examine, study or in any way reverse engineer any product or service of Nalagenetics to:

- (a) build a similar or competitive product or service;
- (b) build a product using similar ideas, features or functions;
- (c) copy any ideas, features or functions of any product or service of Nalagenetics;

9.3 Customer will, upon termination of this Agreement or at the request of Nalagenetics at any time, promptly return to Nalagenetics or securely destroy all materials that contain intellectual property rights of Nalagenetics.

#### ARTICLE 10 – LIABILITY AND INDEMNITY

10.1 Nalagenetics shall not be liable for any loss, damage or destruction of any property or any injury or death of the Patient or for any demands, claims or proceedings against Customer arising from or related to the Agreement or use of the Services due to any reason. Without prejudice to the generality of the foregoing, Customer expressly waives and



releases Nalagenetics from any and all liability, claims or damages arising from or in any way related to its use of the Services, including but not limited to:

- (a) the provision to Nalagenetics of inaccurate information;
- (b) any incorrect application by Customer or any Doctor of any information or data provided by Nalagenetics; or
- (c) any leak or loss of Personal Data (as defined below) despite Nalagenetics' reasonable efforts to prevent the same.

10.2 Notwithstanding the foregoing, nothing in this Agreement excludes or limits the liability of the either Party in respect of:

- (a) death or personal injury caused by its negligence (including negligence of its employees, agents or contractors);
- (b) fraud or fraudulent misrepresentation; or
- (c) liability which may not otherwise be limited or excluded under any Applicable Regulations.

10.3 Save for the indemnities under this Agreement, each Party's entire liability to the other Party arising out of or in connection with this Agreement whether arising from contract, tort, negligence or otherwise shall be limited in aggregate to an amount equal to the Fee paid or received by such other Party for the portion of the Service in question. Notwithstanding the aforesaid, no Party shall in any event be liable to the other Party for any indirect, incidental, punitive, special or consequential loss or damages, including without limitation, loss of profits or revenue, loss of contracts; and loss of business or goodwill, howsoever arising out of or in connection with this Agreement.

10.4 Customer shall indemnify and keep Nalagenetics indemnified against all costs, claims, losses, damages, demands, liabilities, causes of action, proceedings, awards or judgments (including all legal costs and expenses) incurred by or brought against Nalagenetics arising out of or connected with:

- (a) any act or omission in providing the Services;
- (b) any negligence, fraud, default, misconduct or breach of this Agreement by Customer, its directors, officers, employees, agents, contractors or subcontractors; and/or
- (c) any act or omission or material breach of this Agreement that causes Nalagenetics to be in

breach or default of or fail to comply with any Applicable Regulations which are relevant to the subject matter of this Agreement and to the performance by the Parties of their respective obligations under this Agreement.

10.5 The provisions of this Article shall survive the termination of this Agreement.

#### ARTICLE 11 – TERMINATION

11.1 Either Party may terminate this Agreement before the expiration of the Term by giving thirty (30) days written notice.

11.2 Notwithstanding Article 11.1 above, in the event of the occurrence of a Termination Event caused by one of the Parties, the other Party may give the other Party written notice thereof and require that Party to rectify the Termination Event within thirty (30) Business Days. In the event that the Termination Event is not rectified within the aforementioned period, the affected Party may terminate this Agreement.

11.3 The expiration or termination of this Agreement will not affect the rights and obligations of the Parties which have accrued before the date of such expiry or termination, including but not limited to Nalagenetics' right to recover costs, damages, compensation or otherwise from Customer.

11.4 Notwithstanding the foregoing, Nalagenetics reserves the right to immediately terminate the Agreement if in Nalagenetics' reasonable opinion that continued performance of the Services will result in the breach by Nalagenetics of any Applicable Regulations.

#### ARTICLE 12 – NOTICES

12.1 Any notice or other communication given under this Agreement or in relation to matters regulated in this Agreement shall, unless otherwise stipulated, be made in writing to the following addresses:

Related to management:

Attn: Levana Sani

**Nalagenetics Pte Ltd**

1093 Lower Delta Road #04-06/08

Singapore 169204

Email: levana@nalagenetics.com



Related to technical related issues:  
Email: help@nalagenetics.com

Related to finance:  
Attn: Kristanto Adi Nugroho P  
Email: kristanto.adi@nalagenetics.com

12.2 In each instance, the notice and/or communication shall be deemed to be delivered on the day and at the time that it was first sent.

#### ARTICLE 13 – CONFIDENTIAL INFORMATION

13.1 Each Party (the “**Receiving Party**”) shall at all times keep strictly confidential, isolated and clearly identified all Confidential Information of the other Party (the “**Disclosing Party**”) and put in place technical and organizational measures to maintain the confidentiality of Confidential Information of the Disclosing Party. Ownership of the Confidential Information shall at all times vest in the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to any law or regulation or an order of court or regulatory authority, provided that, and to the extent permissible by law, regulation or authority, the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure in order to permit the Disclosing Party to seek a protective order or other remedies.

13.2 The Receiving Party shall only permit access to the Confidential Information to such of the Receiving Party's directors, officers or employees (collectively, the “**Representatives**”) having a need to know and shall procure the Representatives to keep the Confidential Information strictly confidential. Notwithstanding any other provision in this Agreement, the Receiving Party shall remain liable to the Disclosing Party for losses or damages in the event of any breach of confidentiality or security by any of the Representatives or the Receiving Party's sub-contractors.

13.3 The Receiving Party shall immediately notify the Disclosing Party upon discovery of any unauthorized access or breach of confidentiality or security in respect of the Confidential Information of the Disclosing Party and take immediate measures to remedy and stop such unauthorized

access or breach. The Receiving Party will, upon termination of this Agreement or at the request of Disclosing Party at any time, promptly return to the Disclosing Party or securely destroy all originals, copies and reproductions of the Confidential Information of the Disclosing Party.

13.4 Confidential Information shall not include any information that:

- (a) is or becomes publicly available without the Receiving Party's breach of any obligations owed;
- (b) is known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party;
- (c) becomes known to the Receiving Party from a source other than the Disclosing Party without a breach of an obligation of confidentiality owed to the Disclosing Party; or
- (d) is independently developed by the Receiving Party.

13.5 The provisions of this Clause shall survive the termination of this Agreement.

#### ARTICLE 14 – PERSONAL DATA

Nalagenetics shall comply with the Singapore Personal Data Protection Act 2012 along with its amendments (“**PDPA**”) and all subsidiary legislation related thereto (collectively “**Data Protection Legislation**”) with regard to any and all Personal Data (as defined in the PDPA) that it collects and discloses to and/or receives from Customer.

#### ARTICLE 15 – GOVERNING LAW AND DISPUTE SETTLEMENT

15.1 This Agreement is governed and interpreted in accordance with the laws of the Republic of Singapore.

15.2 Any dispute arising out of or in connection with this Agreement will be negotiated in good faith by the Parties with a view to an amicable resolution of such dispute. If the dispute is not resolved within thirty (30) days of the date of the dispute arising, it shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference



in this Clause. The language of arbitration shall be English

For and on behalf of  
**Nalagenetics Pte Ltd**

#### ARTICLE 16 – FORCE MAJEURE

- 16.1 Neither Party shall be liable to the other for loss or damage caused directly or indirectly by, or in connection with, any event of Force Majeure.
- 16.2 In the event of an occurrence of Force Majeure, the Parties shall have the right discuss how to resolve any prejudice suffered by the Parties provided always that the affected Party gives written notice of its intention to begin discussions within 5 (five) Business Days of the occurrence of the Force Majeure event.

\_\_\_\_\_  
**Levana Laksmicitra Sani**  
Chief Executive Officer

For and on behalf of  
[insert Customer legal entity name]

#### ARTICLE 17 – MISCELLANEOUS

- 17.1 Neither Party is entitled to assign part or all of the rights, benefits and obligations under this Agreement to any party without the prior written consent of the other Party.
- 17.2 This Agreement supersedes all previous actions, approvals, agreements, and understandings between the Parties in this regard, unless otherwise stated.
- 17.3 This Agreement may not be amended except with the mutual agreement of the Parties in writing.
- 17.4 Any provision of this Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting the validity, legality or enforceability of any other provision of this Agreement.
- 17.5 By signing this Agreement, Customer agrees that it is automatically bound to Nalagenetics' privacy policy, terms of service, and terms and conditions as set forth on Nalagenetics' official website, which may be amended from time to time at Nalagenetics' sole discretion.

\_\_\_\_\_  
[insert Customer's legal representative's name]  
[insert Customer's legal representative's designation]



**Annex 1**  
**Detailed Service and Service Fee**

**Commented [VD1]: Legal note:**

This section shall be tailored according to commercial negotiation/result between business team and customer.

**DETAILED SERVICE**

In accordance with Article 2 of this Agreement, Nalagenetics shall perform the Services as described and defined below.

[insert list of Services to be provided]

**Definitions and Interpretations:**

- (a) [insert definition and interpretation on the add on services]
- (b) [insert definition and interpretation on the add on services]
- (c) [insert definition and interpretation on the add on services]
- (d) ...

**SERVICE FEE**

Nalagenetics shall provide the Services during the Term, with the details of the services and pricing as follows:

Items	Unit Price (SGD)	Unit	Total Fee (SGD)
[insert service]	xx	xx	xx
[insert service]	xx	xx	xx
[insert service]	xx	xx	xx
[insert service]	xx	xx	xx
[insert service]	xx	xx	xx

Note:

- (a) The above pricing is valid for one (1) year from the Effective Date.
- (b) No refunds shall be provided. Any unused service quota after one (1) year shall be forfeited.

**PAYMENT**

The Customer shall pay the Service Fee to Nalagenetics in two (2) phases:

**1. First Payment (Upfront Payment)**

Customer shall make an upfront payment of SGD xxx immediately after this Agreement is fully signed, with the breakdown as follows:

Items	Unit Price (SGD)	Unit	Total Fee (SGD)
[insert service]	xx	xx	xx
[insert service]	xx	xx	xx
[insert service]	xx	xx	xx
[insert service]	xx	xx	xx
[insert service]	xx	xx	xx
Subtotal			xx

Customer may fully utilize the allocated quota for xxx before any additional usage of these features is charged separately in the second payment.

**2. Second Payment**

The second payment shall be made on the first anniversary of the Effective Date, with the breakdown as follows:

Items	Unit Price (SGD)	Unit
Report Generation	xx	xx
SMS/WhatsApp Notification of Report Release	xx	xx
BPA's Addition (1 Batch – 3 BPAs)	xx	xx

The second payment shall be invoiced on a per-use/per-unit basis based on actual usage.