

**IN THE GENERAL DIVISION OF  
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

**[2026] SGHC 66**

Originating Case No 640 of 2024 (Summons 3515 No 2025)

Between

Babbobox Pte Ltd

*... Claimant*

And

1. Epiq Singapore Pte Ltd
2. Epiq Australia Pty Ltd

*... Defendants*

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**JUDGMENT**

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[Civil Procedure — Rules of court — Summary determination of questions of law or construction of documents]

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**Babbobox Pte Ltd**  
**v**  
**Epiq Singapore Pte Ltd and another**

**[2026] SGHC 66**

General Division of the High Court — Originating Case No 640 of 2024  
(Summons No 3515 of 2025)  
Andre Maniam J  
28 January 2026

8 April 2026

Judgment reserved

**Andre Maniam J:**

**Introduction**

1 The defendants (“Epiq Singapore” and “Epiq Australia”, respectively – collectively the “Epiq Companies”) applied by Summons No 3515 of 2025 (“SUM 3515”) for the determination of a question of law or construction of a document under Order 9 rule 19 of the Rules of Court 2021.

2 The Epiq Companies formulated the following issue (the “Defendants’ Issue”) for determination:

that the term “*Source Code*” (as defined in Section 1 of the Master Software Development Agreement dated 19 May 2021 between the Claimant and the 1<sup>st</sup> Defendant (“MSDA”)) forms part of the “*Work Product*” under Section 9.1 of the MSDA.

3 The Epiq Companies contend that if the Defendants’ Issue were determined in their favour:

(a) the claims of the claimant (“Babbobox”) in this case should be dismissed in their entirety; and

(b) the interim injunction which Babbobox had obtained against Epiq Singapore in Originating Application 733 of 2024 (“OA 733”) on 15 August 2024 should be discharged, and an order made for Babbobox to pay Epiq Singapore damages pursuant to Babbobox’s undertaking as to damages given in support of the interim injunction.

4 The Epiq Companies say that if the Defendants’ Issue were answered “yes”, that would be fatal to Babbobox’s claims in this case, and also to the interim injunction Babbobox had obtained in OA 733, because there is an undisputed factual and legal foundation that leads to those outcomes. Babbobox says that there is no such foundation – the court needs to make other factual and legal findings in order to decide the Defendants’ Issue, and thereafter to resolve Babbobox’s claims and the injunction. Babbobox thus says that the Defendants’ Issue is not appropriate for determination, and the court should decline to determine the Defendants’ Issue. Babbobox puts forward the following Claimant’s Issue instead:

Whether the term “Work Product” as defined in the MSDA refers to the source codes referred to at [18(a)] of the Statement of Claim (Amendment No. 1) dated 28 July 2025 (“SOC”).

## **Analysis**

### ***Principles for pre-trial determination of questions of law or construction of documents***

5 The Epiq Companies recognise that for a pre-trial determination of a question of law or construction of a document, the court may grant such an application if the following conjunctive requirements are met:

- (a) the issue has to be suitable for summary determination without a full trial; and
- (b) resolving the issue must fully determine either the whole cause or matter, or at least one claim or issue within it: *Hyflux Ltd v SM Investments Ptd Ltd* [2020] 4 SLR 1265 at [34].<sup>1</sup>

6 The Epiq Companies further recognise that even if those two conditions are satisfied, the court retains a discretion to decide whether it is appropriate to proceed with summary determination; the overriding consideration is whether such summary determination would lead to the saving of time and costs for the parties: *Manas Kumar Ghosh v MSI Ship Management Ptd Ltd* [2021] 4 SLR 935 at [18].

7 Babbobox adds that if a court has to determine disputed questions of fact, the issue would not be suitable for summary determination: *Aries Telecoms (M) Bhd v ViewQwest Pte Ltd* [2018] 1 SLR 108 at [7]–[8]; *The “Chem Orchid”* [2016] 2 SLR 50 at [60]; *United Overseas Bank Ltd v Lippo Marina Collection Pte Ltd* [2016] 2 SLR 597 at [15]; *Federal Insurance Co v Nakano Singapore (Pte) Ltd* [1991] 2 SLR(R) 982 at [18]; a question of law appropriate for

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<sup>1</sup> Defendants’ submissions, at [49].

summary determination is one that is based on facts that are agreed or undisputed, and moreover the facts must be duly pleaded.

***Epiq Companies' case***

8 The Defendants' Issue is that the term "*Source Code*" (as defined in Section 1 of the MSDA dated 19 May 2021) forms part of the "*Work Product*" under Section 9.1 of the MSDA. The Epiq Companies say that under the MSDA, Source Code as defined forms part of Work Product as defined, and so it follows that the rights which Epiq Singapore has under Section 9.1 in relation to Work Product, it has in relation to Source Code.

9 Section 1 of the MSDA<sup>2</sup> contains various definitions, including:

**"Software"** means the computer program(s), including programming tools, scripts, and routines, the Developer develops or otherwise provides under this Agreement, as described more fully in each Statement of Work, including all updates, upgrades, new versions, new releases, enhancements, improvements, and other modifications made or provided pursuant to the Support Services. As context dictates, Software may refer to one or more Software Deliverables or Aggregate Software.

**"Source Code"** means the human readable source code of the Software to which it relates, in the programming language in which such Software was written, together with all related flow charts, code, and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain, and develop modifications, upgrades, updates, adaptations, enhancements, new versions, and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

**"Work Product"** means all Software, Documentation, Specifications, and other documents, work product, and materials related thereto, that Developer provides to Epiq or its designee hereunder, together with all ideas, concepts,

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<sup>2</sup> Defendants' bundle of documents ("DBD") 621.

processes, and methodologies developed in connection therewith, whether or not embodied therein other than materials expressly identified in an exhibit to this Agreement or a Statement of Work as Background Technology or, Approved Third-Party Materials, or Approved Open Source Components.

10 The MSDA definition of Work Product expressly includes Software, but neither the definition of Work Product nor the definition of Software mentions Source Code.

11 Nevertheless, the Epiq Companies say that Source Code forms part of Work Product because:

- (a) Work Product includes (among other things) Software, and Software includes Source Code.
- (b) As a concept, software means computer program(s), and computer program(s) include source code.
- (c) Source Code is defined in Section 1 of the MSDA as the human readable source code of the Software to which it relates.
- (d) Section 2.3 of the MSDA on “Software Development”<sup>3</sup> says, “Developer [Babbobox] shall provide all Software to Epiq in both object code and Source Code form.” Section 2.3 reads as follows:

2.3 Software Development. Developer shall design, develop, create, test, deliver, configure, integrate, customize, and otherwise provide and make fully operational Software as described in each Statement of Work on a timely and professional basis in accordance with all terms, conditions, and Specifications set forth in this Agreement and such Statement of Work. Where the applicable Statement of Work requires or permits delivery of Software in two or more phases, Developer

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<sup>3</sup> DBD 625.

shall also provide Epiq with integrated Documentation for the Aggregate Software upon its delivery. Developer shall ensure all Software complies with the Specifications therefor. *Except to the extent expressly provided otherwise in this Agreement or the Statement of Work for any Software, Developer shall provide all Software to Epiq in both object code and Source Code form.* [Emphasis added]

(e) Paragraph 4 of the Initial Statement of Work<sup>4</sup> states “Software source codes will be available upon deployment”. Section 4 of that Statement of Work (“SOW”) lists various Deliverables in a table, following by several “Important Notes” including: “Software will be deployed to a staging server”; and “Software source codes will be available upon deployment”.

12 The Epiq Companies’ case is that if the court determines that Source Code forms part of the Work Product under the MSDA, then Epiq Singapore owns the Source Code and all rights in it, by virtue of Section 9.1 of the MSDA which provides that Epiq Singapore is the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights therein, and Work Product in that regard would include Source Code. In relation to the issue of ownership, Sections 9.1 and 9.3(a) of the MSDA provide as follows:

9. Intellectual Property Rights.

9.1 Epiq Ownership of Work Product.

Except as set forth in Section 9.3, Epiq is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights therein. In furtherance of the foregoing, subject to Section 9.3

(a) Developer shall create all Work Product as work made for hire as under any applicable law; and

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<sup>4</sup> DBD 645 at 647.

(b) To the extent any Work Product or Intellectual Property Right therein does not qualify as, or otherwise fails to be, work made for hire, Developer shall, and hereby does:

(i) assign, transfer, and otherwise convey to Epiq, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights therein; and

(ii) irrevocably waive any and all claims Developer may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Work Product.

.....

9.3 Background Technology and Approved Third-Party Materials, and Approved Open Source Components.

(a) Developer is and will remain the sole and exclusive owner of all right, title, and interest in and to the Background Technology, including all Intellectual Property Rights therein, subject to the license granted in Section 10.1. Notwithstanding any provision to the contrary and for the avoidance of doubt, the Developer shall not be obliged to provide the Source Code of any Background Technology to Epiq.

13 Section 9.1 is expressly subject to an exception in Section 9.3 about Background Technology, but the Epiq Companies say that the exception has no substance in the present case, because Babbobox did not (in any SOW) identify anything as background technology, and so in this case there is no Background Technology as defined in Section 1 of the MSDA:<sup>5</sup>

**"Background Technology"** means all Software, data, know-how, ideas, methodologies, specifications, and other technology in which Developer owns such Intellectual Property Rights as are necessary for Developer to grant the rights and licenses set forth in Section 10.1, and for Epiq (including its licensees, successors, and assigns) to exercise such rights and licenses, without violating any right of any Third Party or any Law, or

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<sup>5</sup> DBD 621.

incurring any payment obligation to any Third Party, and that: (a) are identified as background technology in any Statement of Work; and (b) were or are developed or otherwise acquired by Developer prior to the Effective Date, with respect to the Initial Statement of Work, or the date of Epiq's request for additional Services, with respect to any other Statement of Work.

14 The Epiq Companies thus contend that if (pursuant to the Defendants' Issue) it is determined that Source Code forms part of Work Product, and so under Section 9.1 "Epiq is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights therein", that would be fatal to Babbobox's claim in this action (which concerns the use or threatened use of the Source Code by the Epiq Companies) and, relatedly, the interim injunction obtained by Babbobox against Epiq Singapore.

***Babbobox's case***

15 Babbobox disputes the Epiq Companies' arguments as to how the Defendants' Issue should be determined. Babbobox maintains that Software and Source Code are conceptually distinct, and so just because Software forms part of Work Product does not mean that Source Code forms part of Work Product.<sup>6</sup>

16 More fundamentally, Babbobox contends that in the first place the court should not determine the Defendants' Issue, for this would not resolve its claim(s) in this case, nor the interim injunction.

17 Babbobox acknowledges that it developed certain software for the Epiq Singapore, namely the EpiqFAST Commercial software and the EpiqFAST

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<sup>6</sup> SOC, [18(c)].

Courts software (collectively, the “EpiqFAST Platforms”)<sup>7</sup> – transcription software with real-time simultaneous multiple speaker channels, speech transcription, and editor.<sup>8</sup>

18 It says the EpiqFAST Platforms incorporated the Babbobox Search Engine as well as the Separation by Speaker Solution, which are its trade secrets.<sup>9</sup>

19 Babbobox says that it imparted to Epiq Singapore, under a duty of confidence, the source codes and know-how of the following: the EpiqFAST Platforms, the Babbobox Search Engine, the Separation by Speaker Solution, the Two-Ways Audio-Synced Live Text Solution, the Real-time Live Texts Editing with Audio Playback Solution, and the Hybrid Recording with Speech Transcription Solution.<sup>10</sup>

20 Babbobox says that Epiq Singapore was authorised to use those source codes only in conjunction with the EpiqFAST Platforms: in particular, pursuant to Section 8.3(a) of the MSDA, it was a condition to being provided with any disclosure of or access to Confidential Information (which Babbobox says the source codes are under Section 8 of the MSDA)<sup>11</sup> that Epiq Singapore shall “not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.” Such usage of the source codes was limited to the deployment of the EpiqFAST

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<sup>7</sup> SOC, [15].

<sup>8</sup> Claimant’s submissions, at [23].

<sup>9</sup> SOC, [16], [2]–[14].

<sup>10</sup> SOC, [18(a)].

<sup>11</sup> DBD 632.

Platforms, specifically for source code reviews (“SRC”), and vulnerability assessment and penetration testing (“VAPT”).<sup>12</sup>

21 Babbobox also says that, pursuant to Section 10.2(b)(i) of the MSDA, Epiq Singapore was not permitted to disassemble, decompile, reverse engineer or in any other manner modify or decode the Babbobox Search Engine.<sup>13</sup> Section 10.2(b)(i) provides as follows:

(b) Epiq shall not: (i) disassemble, decompile, reverse engineer or in any other manner modify or decode Babbobox Search Engine, the Background Technology or its accompanying documentation in any way, except as permitted by law...

22 In this case, Babbobox claims (among other things) that, in relation to the source codes which it had imparted to Epiq Singapore, Epiq Singapore committed breaches of confidentiality obligations under the MSDA, breach of Section 10.2(b)(i) in relation to the Babbobox Search Engine, and breaches of an equitable duty of confidence.<sup>14</sup> Babbobox claims against Epiq Australia for (among other things) breach of confidence.<sup>15</sup>

23 Babbobox’s position that the Software it developed pursuant to the MSDA was the EpiqFAST Platforms should be viewed in the context of Section 2.1 of the MSDA, which provides that Babbobox was engaged by Epiq Singapore “to develop Software ... as described herein [*ie*, in the MSDA] or otherwise requested by Epiq from time to time and described in Statements of Work therefor...”:

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<sup>12</sup> SOC, [19(b)], [94(iv)].

<sup>13</sup> SOC, [20].

<sup>14</sup> SOC, [52].

<sup>15</sup> SOC, [88].

2. Software Development Services.

2.1 Engagement of Developer. Epiq hereby engages Developer, and Developer hereby accepts such engagement, to develop Software and provide Services related thereto as described herein or otherwise requested by Epiq from time to time and described in Statements of Work therefor, all on the terms and conditions set forth in this Agreement and such Statements of Work.

24 In their defence and counterclaim (“D&CC”), the Epiq Companies deny paragraphs 15 to 17 of the SOC.<sup>16</sup> Those paragraphs include paragraph 16 of the SOC, where Babbobox pleads that the EpiqFAST Platforms incorporated the Babbobox Search Engine as well as the Separation by Speaker Solution. The Epiq Companies specifically plead that “It was neither intended nor understood by the parties that EpiqFAST Commercial was to incorporate the Babbobox Search Engine, and/or other technologies which were proprietary to the Claimant.”<sup>17</sup>

25 Further, at paragraph 12 of the D&CC the Epiq Companies generally deny paragraphs 18 to 20 of the SOC (which include the allegation in paragraph 18(a) of the SOC that Babbobox had imparted various source codes to Epiq Singapore). However, the Epiq Companies go on to plead in paragraph 13A of the D&CC that “The 1<sup>st</sup> Defendant [Epiq Singapore] further avers that pursuant to section 9.1 of the MSDA, it was entitled to ownership and use of the EpiqFAST Platforms’ source codes (including but not limited to the ownership of the copyright in the source codes [citing Section 9.1 of the MSDA]”. It is

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<sup>16</sup> D&CC, [8].

<sup>17</sup> D&CC, [9].

further pleaded at paragraph 13B of the D&CC that “the Source Codes of the EpiqFAST Platforms belong to the 1<sup>st</sup> Defendant”.

26 The Epiq Companies then plead at paragraph 13C of the D&CC that “Further and/or in the alternative, insofar as any of the Claimant’s alleged ‘proprietary’ technology was incorporated into EpiqFAST (which is denied), the Claimant and the 1<sup>st</sup> Defendant had agreed that all such technology would be assigned to the 1<sup>st</sup> Defendant in accordance with section 9.1(b) of the MSDA”.

27 Babbobox says that merely determining whether *the term Source Code (as defined)* forms part of Work Product (as defined) is of little or no utility, when the dispute between the parties concerns the various *source codes mentioned in paragraph 18(a) of the SOC*, and that requires a determination of: whether they were imparted to Epiq Singapore, whether they were Confidential Information under the MSDA, what rights Babbobox and Epiq Singapore respectively had, and whether the Epiq Companies had committed the breaches alleged by Babbobox.

### ***Court’s Analysis***

*What source codes does the Defendants’ Issue relate to?*

28 Babbobox is right to point out that the Defendant’s Issue, which is about *the term “Source Code”* (as defined in the MSDA), begs the question: what source codes is the court being asked to determine the ownership of? The source codes of the EpiqFAST Platforms? Or all of the source codes mentioned in paragraph 18(a) of the SOC?

29 Babbobox’s claims concern various source codes as pleaded in paragraph 18(a) of the SOC, not just the source codes of the EpiqFAST Platforms. The Epiq Companies deny that source codes other than those of the EpiqFAST Platforms were imparted by Babbobox to Epiq Singapore.<sup>18</sup> They also deny Babbobox’s allegation that the EpiqFAST Platforms incorporated the Babbobox Search Engine as well as the Separation by Speaker Solution<sup>19</sup>

30 Epiq Singapore thus claims to own the source codes of the EpiqFAST Platforms, but it denies that Babbobox imparted to it any of the other source codes pleaded in paragraph 18(a) of the SOC.

31 The Epiq Companies specifically plead at paragraph 9 of the D&CC that “It was neither intended nor understood by the parties that EpiqFAST Commercial was to incorporate the Babbobox Search Engine, and/or other technologies which were proprietary to the Claimant.” It would follow from this, that by entering into the MSDA, Babbobox and Epiq Singapore had not agreed that the Babbobox Search Engine and/or other proprietary technologies of Babbobox would form part of the Work Product that Babbobox was to provide to Epiq Singapore. Indeed, Epiq Singapore only claims to be the owner of the source codes of the EpiqFAST Platforms themselves, it does not claim to be the owner of the source code to the Babbobox Search Engine or the other source codes mentioned in paragraph 18(a) of the SOC.

32 This accords with Babbobox’s position that (leaving aside the source codes of the EpiqFAST Platforms themselves) the other source codes mentioned in paragraph 18(a) of the SOC were not meant to form part of the Work Product

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<sup>18</sup> D&CC, [8].

<sup>19</sup> D&CC, [9].

under the MSDA. Babbobox also says that even the source codes of the EpiqFAST Platforms themselves do not form part of the Work Product under the MSDA – the Epiq Companies deny this.

33 In its pleadings, Epiq Singapore does not claim, pursuant to Section 9.1(a) of the MSDA, to be the owner of the source codes to the Babbobox Search Engine or the other source codes mentioned in paragraph 18(a) of the SOC; instead it pleads at paragraph 13C of the D&CC that insofar as any of Babbobox’s proprietary technology was incorporated into the EpiqFAST Platforms (which is denied by the Epiq Companies themselves) then the rights to those would also have been assigned to Epiq Singapore under Section 9.1(b).

34 However, Section 9.1(b) operates only in relation to “any Work Product or Intellectual Property Right therein”, which begs the question whether the source codes of the Babbobox Search Engine and the other source codes mentioned in paragraph 18(a) of the SOC were Work Product in the first place, and Epiq Singapore’s own position is that it was neither intended nor understood by the parties that this would be the case (see [31] above, and Section 9.1(b) as set out at [12] above). Moreover, pursuant to Section 2.1, the Software that was part of the Work Product would be software that Babbobox was engaged by Epiq Singapore to develop, rather than Babbobox’s pre-existing software that it had not developed for Epiq Singapore: see [23] above.

35 Given the parties’ pleaded positions, if the court were to proceed to determine the Defendants’ Issue, that would only relate to the source codes of the EpiqFAST Platforms, and not the other source codes mentioned in paragraph 18(a) of the SOC. Indeed, this limitation arises from the pleadings of the Epiq Companies themselves, which circumscribe Work Product under the MSDA to only the source codes of the EpiqFAST Platforms themselves.

*The utility (or otherwise) of determining the Defendants' Issue*

36 Even if the Defendants' Issue were determined in favour of the Epiq Companies, this would not resolve any of Babbobox's claims in this case, or the interim injunction, unless the court further determined that Babbobox's claims (or any of them) and/or the interim injunction relate only to the source codes of the EpiqFAST Platforms and not the other source codes mentioned in paragraph 18(a) of the SOC. Such a further determination would go beyond the scope of the Defendants' Issue.

37 If any of Babbobox's claims relate to the other source codes, then the court would have to determine (among other things):

- (a) whether those other source codes were imparted by Babbobox to Epiq Singapore (which the Epiq Companies deny);
- (b) whether the EpiqFAST Platforms incorporated the Babbobox Search Engine as well as the Separation by Speaker Solution (which the Epiq Companies deny);
- (c) whether those other source codes were Confidential Information under the MSDA, or otherwise imparted under a duty of confidence to the Epiq Companies (which the Epiq Companies deny);
- (d) what rights Babbobox and Epiq Singapore, respectively, have in relation to those other source codes (which is a matter in contention);  
and
- (e) whether the breaches alleged by Babbobox happened (which the Epiq Companies deny).

38 Notably, Section 10.2(b)(i) of the MSDA contains an express prohibition in relation to the Babbobox Search Engine, in the following terms:

(b) Epiq shall not: (i) disassemble, decompile, reverse engineer or in any other manner modify or decode Babbobox Search Engine, the Background Technology or its accompanying documentation in any way, except as permitted by law...

39 What is stated in Section 10.2(b)(i) goes against Epiq Singapore being regarded as the “sole and exclusive owner of all right, title, and interest in and to” the Babbobox Search Engine and its source code.<sup>20</sup> If Epiq Singapore were the sole and exclusive owner of the Babbobox Search Engine and its source code, it would not be subject to the restrictions in Section 10.2(b)(i).

40 By putting forward the Defendants’ Issue and contending that its determination would resolve Babbobox’s claims, in effect the Epiq Companies suggest that Epiq Singapore was the owner of the source code of the Babbobox Search Engine and the other source codes mentioned in paragraph 18(a) of the SOC, but that does not accord with the Epiq Companies’ own pleaded position as reviewed above (see [31]), and in any event the court needs to consider the interplay between Section 9.1 and Section 10.2(b)(i) of the MSDA.

41 Section 2.3 of the MSDA (which the Epiq Companies rely on) provides that “Except to the extent expressly provided otherwise in this Agreement or the Statement of Work for any Software, Developer shall provide all Software to Epiq in both object code and Source Code form.” The stipulation that Babbobox shall provide “Software in ... Source Code form” is subject to the express limitation: that this is “Except to the extent expressly provided otherwise in this Agreement.” Section 10.2(b)(i) of the MSDA which places various restrictions

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<sup>20</sup> Defendants’ submissions, at [153].

on Epiq Singapore in relation to the Babbobox Search Engine, may well be such an “[express] provision otherwise”.

42 Another provision to consider in this context is Section 9.3 on Background Technology. The Epiq Companies say that there is no Background Technology for the purpose of Section 9.3 as Babbobox had not identified (in any SOW) anything as background technology: see [13] above. Nevertheless, Section 9.3 may inform the analysis of what source codes (if any) Epiq was to own pursuant to Section 9.1.

43 In this regard, how would the MSDA have worked if Babbobox had identified its proprietary technologies (including – for argument’s sake – the source codes mentioned in paragraph 18(a) of the SOC) as background technology?

44 In those circumstances, Epiq Singapore would under Section 9.1 “be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights therein”, but only “[e]xcept as set forth in Section 9.3”. Under Section 9.3, Babbobox “is and will remain the sole and exclusive owner of all right, title, and interest in and to the Background Technology, including all Intellectual Property Rights therein, subject to the license granted in Section 10.1” and Babbobox “shall not be obliged to provide the Source Code of any Background Technology to Epiq.” (Sections 9.1 and 9.3 are set out at [12] above.) Section 10.1 then provides as follows:

10.1 Background Technology License. Developer hereby grants to Epiq such rights and licenses with respect to the Background Technology that will allow Epiq to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Work Product , to the same extent as if Epiq owned the Background Technology, without incurring

any fees or costs to Developer (other than the Fees and Reimbursable Expenses set forth herein) or any other Person in respect of the Background Technology. In furtherance of the foregoing, such rights and licenses shall:

(a) be irrevocable, perpetual, fully paid-up, and royalty-free;

(b) include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of, distribute, import, make, have made, sell, and offer to sell the Background Technology, including all such modifications, improvements, and derivative works thereof, solely as part of, or as necessary to use and exploit, the Work Product; and

(c) be freely assignable and sublicensable, in each case solely in connection with the assignment or licensing of the Work Product or any portion, modification, or derivative work thereof, and only to the extent necessary to allow the assignee or sublicensee, as the case may be, to use and exploit the Work Product or portion, modification, improvement, or derivative work thereof.

45 In the above scenario, Epiq Singapore would own the Work Product and all Intellectual Property Rights in it, but expressly subject to Section 9.3, under which Babbobox (not Epiq Singapore) would own the Background Technology, and in particular the source codes of the Background Technology.

46 That Epiq Singapore would not own the source codes of any Background Technology is reinforced by the express stipulation in Section 9.3 that “Notwithstanding any provision to the contrary and for the avoidance of doubt, the Developer shall not be obliged to provide the Source Code of any Background Technology to Epiq”. This does not however mean that Babbobox could not *voluntarily* provide such source code(s) to Epiq Singapore. Babbobox might, for instance, do so pursuant to Section 8 (on Confidentiality), which provides that “In connection with this Agreement, each party (the “Disclosing Party”) *may* disclose or make available Confidential Information to the other

party (the “Receiving Party”).” [Emphasis added.] Babbobox says that is precisely what happened in the present case, and that its provision of source codes to Epiq Singapore as Confidential Information did not make Epiq Singapore the owner of those source codes, nor did it allow Epiq Singapore to do as it pleased with the source codes.

47 Returning to the scenario where there was Background Technology for the purposes of Section 9.3, Epiq Singapore would have a licence with respect to the Background Technology under Section 10.1 “that will allow Epiq to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Work Product, to the same extent as if Epiq owned the Background Technology”. Under Section 10.1(b), however, Epiq’s rights under such a licence to (among other things) “modify, improve, create derivative works of ... sell, and offer to sell the Background Technology” are limited to Epiq doing so “solely as part of, or as necessary to use and exploit, the Work Product”.

48 By the MSDA, Babbobox and Epiq Singapore thus expressly contemplated that if Babbobox duly identified anything as background technology, the MSDA would still be commercially workable with Epiq Singapore having a licence under Section 10.1, rather than ownership under Section 9.1, with respect to the Background Technology. With such a licence, Epiq Singapore could use and exploit the Work Product, but it does not follow that Epiq Singapore could do as it pleased with the Background Technology and its source codes.

49 It would follow that, even if Babbobox had not identified anything as background technology, and leaving aside the source codes of the EpiqFAST Platforms themselves, Epiq Singapore did not need to *own* the other source

codes mentioned in paragraph 18(a) of the SOC in order to use and exploit the EpiqFAST Platforms. Epiq Singapore did not need to *own* those other source codes, so long as it could still *use* them.

*Can the Defendants' Issue be determined without an inquiry into the facts?*

50 The above discussion gives rise to the following questions, which involve factual matters that cannot be summarily determined on the present application:

- (a) Were the other source codes mentioned in paragraph 18(a) of the SOC incorporated into the source codes of the EpiqFAST Platforms? If so, was it necessary to do so?
- (b) Did Epiq Singapore need to own the source codes to the EpiqFAST Platforms in order to use and exploit the EpiqFAST Platforms? If not, should Epiq Singapore nevertheless be regarded as the owner of the source codes of the EpiqFAST Platforms?

51 Thus, even if the court were minded to determine ownership of only the source codes of the EpiqFAST Platforms, it would not be safe to do so as a question of law or construction, without an inquiry into the facts.

### **Conclusion**

52 For the above reasons:

- (a) I decline to summarily determine the Defendants' Issue;
- (b) I decline to summarily determine the Claimant's Issue; and
- (c) I dismiss SUM 3515.

53 Unless the parties can agree on costs, they are to file their costs submissions, limited to eight pages excluding any schedule of disbursements, by 24 April 2026.

Andre Maniam  
Judge of the High Court

Tan Tee Jim, SC, Eugene Lau, Poon Chong Ming (Lee & Lee LLP)  
(instructed), Jacintha Gopal (JG Law Chambers LLC) (instructed),  
Chee Chun Woei (Intelleigen Legal LLC) for the claimant;  
Lai Tze Chang Stanley, SC, Toh Jia Yi, Lim Yong Sheng David,  
Linda Shi Peifeng, Tay Yee Wei Justin (Allen & Gledhill LLP) for  
the defendants.

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