

Master service agreement

Template revised 22 October 2026

This agreement is between David Kimani, trading as Kimcard Technologies, a registered business name in Kenya ("we", "us") and the client named in the order form or statement of work that refers to it ("you").

It sets the terms for all the work we do for you. Each piece of work is described in its own statement of work, and every statement of work is governed by this agreement.

This is the template we start from, published so you can read our terms before we talk. The agreement we both sign is what binds us, and where it differs from this page, the signed agreement is right. This page is not a substitute for it.

1. How the agreement works

A statement of work describes one piece of work: its scope, deliverables, milestones, price, payment schedule and any acceptance criteria. It becomes part of this agreement when we both sign it.

If a statement of work and this agreement disagree, the statement of work decides scope, price and dates for that piece of work, and this agreement decides everything else.

2. Changing the scope

Either of us can ask for a change. Before any work on it starts, we tell you in writing what it does to the price and the dates. Nothing changes until we have both agreed the change in writing.

On a fixed-scope build, the price does not move unless the scope does. A change of scope is a conversation before it is an invoice.

3. Fees and payment

Fees are set in each statement of work, in the currency it names. That price is the price: it does not move with an exchange rate.

- Fixed-scope builds are paid in stages against working software at agreed milestones, starting with a deposit before work begins.
- Time and materials is invoiced monthly in arrears, with an itemised hour log attached.
- Retainers are invoiced monthly in advance, or annually in advance at ten months for twelve months of cover.

Invoices are due within 14 days.

After 14 days overdue we charge interest at 2% per month on the outstanding balance, and SLA cover is suspended at 30 days overdue until the account is current. We send reminders before any of that happens.

If you are required by law to withhold tax from a payment, you may do so, and you send us the withholding certificate so we can account for it. Any tax that applies to our invoices is shown on them.

4. Who owns the work

Intellectual property in the delivered work transfers to you on final payment. Until then, you may use the delivered work for the purpose the statement of work describes.

We keep the right to reuse general techniques, know-how and anything we built before or outside this agreement. Open-source components stay under their own licences. We tell you, before you rely on it, if any third-party licence affects how you can use the work.

5. Confidentiality

Each of us keeps the other's confidential information confidential, uses it only for this agreement, and shares it only with people who need it for this agreement and are bound to keep it confidential too.

This does not cover information that is public through no fault of ours or yours, that the receiving party already had or developed independently, or that the law requires to be disclosed. It continues for five years after the agreement ends.

6. Data-processing annex

Where our work involves personal data in your systems, you are the controller and we are the processor under the Data Protection Act 2019. This annex sets out how we handle it.

- **Instructions.** We process personal data only on your documented instructions: this agreement, the statement of work, and what you tell us in writing. If we think an instruction breaks the law, we tell you.
- **People.** Everybody who handles your personal data for us is bound to keep it confidential.
- **Security.** We protect it with the measures described on our security page, and we keep access to the people who need it.
- **Sub-processors.** The providers we use are named in our privacy policy. We tell you before adding one that would handle your personal data, so you can object.
- **Your obligations to people.** We help you answer requests from the people whose data it is, and with any assessment or consultation the law requires of you.
- **Breaches.** We tell you without delay, and within 48 hours of becoming aware, of a breach affecting your personal data, with what we know about it, so you can meet your own duty to notify.
- **At the end.** We return your personal data, or delete it if you ask, within 30 days of the agreement ending, unless the law requires us to keep it.
- **Checking.** We give you the information you need to see that we are meeting this annex.

7. Liability

Our liability is capped at the fees paid under the agreement in the preceding twelve months.

Neither of us is liable to the other for indirect or consequential loss, or for loss of profit, revenue or data that does not flow directly from the breach.

Nothing in this agreement limits liability for fraud, for death or personal injury caused by negligence, for a breach of confidentiality or of the data-processing annex, or your obligation to pay for work delivered.

8. Warranties and defects

We do the work with reasonable skill and care, and the delivered work will match its statement of work in all material respects.

If you report a defect within 30 days of accepting a deliverable, we fix it at no charge. After that, fixes are covered by an SLA retainer or quoted as new work. A defect does not include a change to what was agreed, or a problem caused by a change somebody else made.

9. Ending the agreement

Either of us can end the agreement if the other commits a material breach and does not put it right within 14 days of written notice. A statement of work can also set its own notice period.

When the agreement ends:

- **Code.** We hand over the code and documentation for the work you have paid for, and ownership follows the payment rule in section 4.
- **Credentials.** We return any credentials you gave us and revoke our own access to your systems, and you rotate anything shared.
- **Data.** We return or delete your data as section 6 sets out.
- **Money.** You pay for work done up to the end date.

10. Non-solicitation

Neither of us will try to hire the other's staff who worked on the engagement, during the agreement and for 12 months after it ends, without the other's written agreement.

Where you are an agency and the work is for your clients, we will not approach your clients, during the agreement or after it.

11. Law and disputes

This agreement is governed by the laws of Kenya.

If we disagree, we first try to settle it by talking, founder to decision-maker, within 14 days of either of us raising it in writing. If that fails, the courts of Kenya decide.

12. General

- This agreement and its statements of work are the whole agreement between us about the work.
- Notices are given by email to the addresses in the order form.
- Neither of us is liable for a delay caused by something outside our reasonable control, as long as we tell the other promptly.
- Neither of us may transfer this agreement without the other's written agreement.