**SOFTWARE RETAINER AGREEMENT**

**This Agreement** is entered into as of [Date] by and between:

**Service Provider**: Prudmac Solutions  
Address: [Your Address]  
Email: [Your Email]  
Phone: [Your Phone Number]

AND

**Client**: The KBA School, Kahawa West  
Represented by: Madam Joyce (Deputy Head Teacher) and Mr. Peter Kamau (ICT Officer)  
Address: [School Address]  
Email: [School Email]  
Phone: [School Phone Number]

**1. Purpose**

This agreement sets forth the terms under which Prudmac Solutions will provide ongoing software support and development services related to the **Timetable Management System** used by The KBA School.

**2. Scope of Services**

Prudmac Solutions shall provide the following services:

* System updates and bug fixes
* Minor feature enhancements
* Regular system performance checks
* Security monitoring and patches
* Technical support via email/phone
* Advisory on system improvement

**3. Retainer Terms**

* **Monthly Fee**: KES [Amount]
* **Hours Included**: Up to [X] hours per month
* **Billing Cycle**: Monthly, invoiced on the 1st of each month
* **Payment Terms**: Due within 7 days of invoice

Unused hours do **not roll over** to the following month unless otherwise agreed in writing.

**4. Additional Work**

Any work requested beyond the included hours will be billed at a standard hourly rate of KES [Hourly Rate] per hour, with prior approval from the client.

**5. Term and Termination**

* **Initial Term**: [e.g., 3 months] from the start date
* **Renewal**: Automatically renews monthly unless terminated with 14 days' written notice by either party
* Either party may terminate this agreement with written notice if the other party breaches any material term and fails to correct it within 10 days.

**6. Confidentiality**

Both parties agree to keep confidential all proprietary and sensitive information exchanged during the course of this agreement.

**7. Limitation of Liability**

Prudmac Solutions shall not be liable for indirect, incidental, or consequential damages. Total liability is limited to the fees paid under this agreement in the preceding one month.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

**9. Signatures**

**For Prudmac Solutions**  
Name: John Mbugua  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For The KBA School**  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_