



TIM.DEV

Curriculum Vitae

Software Development Services

Hardware & Building Materials POS System

PREPARED BY:

JENGABIZ SYSTEMS

PREPARED FOR:

UNIVERSAL ROBUST HARDWARE

DOCUMENT REF:

FSA-POS-2026-001

DATE:

MARCH 2026

1. Parties

This Service Agreement is entered into as of the date of last signature below, between:

Service Provider	JENGABIZ SYSTEMS, of jengabizsystems@gmail.com, 0792617613
Client	[CLIENT NAME / BUSINESS NAME], of [CLIENT ADDRESS], [CLIENT EMAIL], [CLIENT PHONE]

2. Project Description

The Service Provider agrees to design, develop and deliver a custom Hardware & Building Materials Point-of-Sale (POS) and Business Management System (the "System") as described in the attached Statement of Work (SoW) document, reference SOW-POS-2026-001.

The System comprises twelve functional modules delivered across two development phases. The full technical specification is set out in the System Analysis Report dated March 11, 2026.

3. Term

3.1 This Agreement commences on the date of last signature and continues until all deliverables described in the Statement of Work have been completed and accepted. The estimated project duration is two (2) to five (5) days, subject to the milestone schedule set out in the Payment Plan document, reference PPL-POS-2026-001.

3.2 The System shall be delivered as an android and web-based application accessible via modern browsers on mobile, desktop and tablet devices. Development for the Apple iOS ecosystem (including iPhone and iPad native applications distributed through the Apple App Store) is explicitly excluded from this Agreement. iOS development requires an Apple Developer Program subscription at a cost currently set by Apple at USD 99 per year, which must be maintained for the lifetime of any iOS application. This cost, and the associated development work, is not included in the project fee set out in the Payment Plan (PPL-POS-2026-001).

4. Deliverables

The Service Provider shall deliver working software as defined per phase in the Statement of Work. Deliverables shall be deemed accepted if the Client does not raise written objections within seven (7) calendar days of delivery.

5. Fees & Payment

5.1 The total project fee and per-phase amounts are set out in the Payment Plan document (PPL-POS-2026-001), which forms part of this Agreement.

5.2 Invoices are payable within five (5) business days of the due date stated in the Payment Plan.

5.3 The Service Provider may suspend work after fourteen (14) calendar days of non-payment without liability.

6. Expenses

6.1 Any third-party costs required for the project (e.g. cloud hosting, third-party APIs, domain registration, SSL certificates) will be fully incurred by the client.

6.2 Should the Client require the System or any part thereof to be developed for the Apple iOS ecosystem at any time during or after this engagement, the following additional costs shall apply and must be agreed in writing via a signed Change Request Order before any iOS development commences:

(a) The Apple Developer Program annual subscription fee (currently USD 99 per year) shall be borne solely by the Client and invoiced at cost with supporting documentation;

(b) iOS-specific development, testing, and App Store submission work shall be quoted separately based on the scope of features requested and invoiced as an addendum to the Payment Plan;

(c) The Developer makes no representation that any existing web-based features will function identically on iOS without additional development effort, and any assumption of parity shall not be implied.

7. Intellectual Property

7.1 The Service Provider retains ownership of all pre-existing tools, libraries, frameworks and development utilities used in the build. The Client receives a non-exclusive, perpetual licence to use such components as embedded in the System.

7.2 The Service Provider may reference the project in a professional portfolio (without disclosing confidential Client data) unless the Client requests otherwise in writing.

8. Confidentiality

Both parties agree to treat all non-public information received from the other party as confidential and not to disclose it to third parties without prior written consent.

9. Warranties

9.1 The Service Provider warrants that the System will perform materially in accordance with the agreed specifications for thirty (30) days following final acceptance (the "Warranty Period").

9.2 During the Warranty Period, the Service Provider shall correct defects at no additional charge. Defects caused by Client modifications, third-party interference, or misuse are excluded from warranty.

9.3 Beyond the Warranty Period, ongoing support and maintenance are subject to a separate agreement.

10. Dispute Resolution

The parties shall first attempt to resolve any dispute through good-faith negotiation. If unresolved within thirty (30) days, the dispute shall be referred to mediation in Nairobi, Kenya, before either party may initiate formal legal proceedings. This Agreement is governed by the laws of Kenya.

11. Independent Contractor

The Service Provider is an independent contractor. Nothing in this Agreement creates an employment, partnership, or agency relationship. The Service Provider is solely responsible for their own taxes and statutory deductions.

12. Amendments

Any changes to the scope, timeline or fees must be agreed in writing by both parties via a formal Change Request document signed by both parties before work on the change commences.

13. Entire Agreement

This Agreement, together with the Statement of Work (SOW-POS-2026-001) and Payment Plan (PPL-POS-2026-001), constitutes the entire agreement between the parties and supersedes all prior discussions, proposals and representations.