

SaccoWorks — Contract & Acceptance Templates

Vendor: eLiveCode Solutions Limited · **Product:** SaccoWorks · **Version:** July 2026

IMPORTANT — not legal advice. This is a commercial *template* to speed up bid responses and give clients clear terms. It must be reviewed and finalized by a qualified advocate before signing, and adapted to each engagement. Bracketed [...] fields are placeholders.

Part A — Software Subscription & Services Agreement (template)

This Agreement is made between **eLiveCode Solutions Limited** ("the Vendor") and **[Client SACCO Name]** ("the Client") on **[date]**.

1. Definitions

- **Software / SaccoWorks** — the Vendor's SACCO management platform and its modules as configured for the Client.
- **Services** — implementation, configuration, data migration, training, support and hosting as set out in the Order/Proposal.
- **Order / Proposal** — the accepted technical & financial proposal defining scope, modules, package and pricing.
- **Go-Live** — the date the Software is used in production for the Client's live operations.

2. Scope of services

The Vendor will provide the Software and Services described in the accepted Order/Proposal and the Implementation & Migration Plan, including configuration, agreed data migration, training, go-live and standard support.

3. Licence & intellectual property

3.1 **Subscription model (default):** the Vendor grants the Client a non-exclusive, non-transferable right to use the Software for the Term, for the Client's internal SACCO operations. 3.2 **Lease-to-own / perpetual (if elected):** a one-time licence fee grants defined perpetual usage rights per the Order; annual support & hosting are billed separately. 3.3 **Ownership:** all intellectual property in the Software and its source code remains with the Vendor unless a separate source-code transfer is expressly agreed in writing. 3.4 **Client data** is and remains the property of the Client (see clause 9).

4. Fees & payment

4.1 **Setup / implementation fee:** KES [amount], payable against the acceptance milestones in clause 7 (milestone-based, not fully upfront). 4.2 **Subscription:** KES [amount] per month/year, per the selected package. 4.3 **Price lock:** the subscription rate is fixed for **three (3) years** from Go-Live. 4.4 **Prepayment discount:** [5%–10%] for annual or multi-year prepayment. 4.5 **Third-party charges** (SMS, USSD, M-Pesa/Safaricom, bank charges, hosting pass-through, hardware) are **billed separately** and are not included in the fees above. 4.6 **Out-of-scope work** (major customization, new integrations, new modules, re-migration) is quoted and agreed separately before commencement. 4.7 Invoices are payable within **[14/30] days**. Late amounts may attract **[rate]** interest.

5. Term & renewal

5.1 Initial term: **[3] years** from Go-Live. 5.2 Renewal: automatically for successive **[1]-year** terms unless either party gives **[60/90] days'** written notice.

6. Service levels

The Vendor will provide support per the **SLA & Support Matrix** (priority response/resolution targets; committed uptime target **99.5%/month** excluding scheduled maintenance and third-party outages; ≥95% SLA-achievement target).

7. Implementation & acceptance

7.1 Delivery follows the **Implementation & Migration Plan**, with acceptance at these milestones: (a) Configuration complete; (b) Migration reconciled; (c) UAT accepted; (d) Go-Live accepted; (e) Stabilization complete. 7.2 **Acceptance:** the Client signs the relevant acceptance form (Part B). A milestone is deemed accepted if the Client uses it in production or does not raise written, material non-conformities within **[5/10] business days** of delivery. 7.3 **Migration accuracy:** migrated balances are accepted when they reconcile to the Client's control figures (deposits, shares, gross loans) as evidenced by the reconciliation report.

8. Data protection & security

8.1 The Vendor applies the controls in the **Security & Data-Protection Pack** (tenant isolation, role-based access, hashed credentials, TLS in transit, audit trails) and the agreed roadmap items. 8.2 Both parties comply with the **Kenya Data Protection Act, 2019**. The Vendor processes Client personal data only to provide the Services. 8.3 The Vendor will notify the Client without undue delay of any confirmed personal-data breach affecting the Client and cooperate on remediation.

9. Data ownership, portability & exit

9.1 All Client data remains the Client's property. 9.2 On termination or expiry, the Vendor will, on request and subject to settlement of due fees, provide a **full export of the Client's data** in a common, usable format within **[30] days**, and then delete or return remaining copies per the Client's instruction. 9.3 The Vendor will provide reasonable transition assistance (chargeable at agreed rates).

10. Warranties

10.1 The Vendor warrants the Software will materially perform the functions in the accepted Order/ Proposal, and that Services will be performed with reasonable skill and care. 10.2 Defects reported during the Term are remedied under the SLA at no extra charge.

11. Limitation of liability

11.1 Neither party is liable for indirect or consequential loss. 11.2 The Vendor's aggregate liability is capped at **[the fees paid in the preceding 12 months]**, save for liability that cannot be limited by law.

12. Confidentiality

Each party keeps the other's confidential information secret and uses it only for this Agreement.

13. Termination

13.1 Either party may terminate for material breach not cured within **[30] days'** written notice. 13.2 On termination, accrued fees remain payable and clause 9 (data exit) applies.

14. Governing law & disputes

This Agreement is governed by the laws of **Kenya**; disputes are resolved by good-faith negotiation, then **[arbitration in Nairobi / the Kenyan courts]**.

15. Signatures

Vendor — eLiveCode Solutions Ltd		Client — [SACCO Name]
Name		
Title		
Signature		
Date		

Part B — Acceptance / Sign-off forms

B1. Milestone acceptance form

Field	Detail
Project / SACCO	[name]
Milestone	☐ Configuration ☐ Migration reconciled ☐ UAT ☐ Go-Live ☐ Stabilization
Delivery date	
Summary of what was delivered	
Outstanding items (if any)	
Accepted (Y/N)	
Client sign-off (name / title / signature / date)	
Vendor sign-off (name / title / signature / date)	

B2. Migration reconciliation acceptance

Control	SACCO figure	System figure	Variance	Accepted
Members' deposits				☐
Share capital				☐
Gross loans				☐
Trial balance foots?	—	☐ Yes	—	☐
Balance sheet balances?	—	☐ Yes	—	☐

Client confirms migrated balances reconcile to the SACCO's records: **Name / Title / Signature / Date.**

B3. Go-Live acceptance

Confirms: reconciliation OK/FOOTS/BALANCED; users & roles set; products/loan types/GL mappings confirmed; M-Pesa/SMS/(bank) live-tested; backups configured; UAT signed; staff trained.

Go-Live date: **[date]** — Client: **Name / Title / Signature / Date** · Vendor: **Name / Title / Signature / Date**