

SERVICE LEVEL AGREEMENT (SLA)

BY AND BETWEEN

HTB Consulting cc.

of

Suite 5B, MRM Office Park

10 Village Road

Kloof, 3610

AND

UMzimkhulu Local Municipality

of

169 Main Street

Umzimkhulu, 3297

Effective as of 1st day of May 2018

For the Provision of Performance Management System

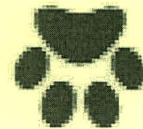
25/05/18
J.T.M.
[Signature]
20/05/18

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SERVICE LEVEL AGREEMENT FOR THE PROVISION OF PERFORMANCE MANAGEMENT SYSTEM

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1. PREAMBLE

- a) WHEREAS the UMZIMKHULU LOCAL MUNICIPALITY ("ULM") is a local government municipality in need of professional goods and services;
- b) AND WHEREAS ULM after having at the end of its procurement process decided to secure the required goods and services from HTB CONSULTING cc
- c) AND WHEREAS HTB CONSULTING cc has presented to ULM, that it has sufficient resources and competencies to provide the Services and Systems as agreed in this Contract and as described in the relevant Annexures that will:
 - i. ensure and secure reliable Information Systems and Services to HGDM.
 - ii. provide the necessary innovative leadership and consultation when migration strategies are contemplated to improve service delivery to all our communities. Cognisance must also be taken of latest industry trends and regulatory requirements to ensure a best practice approach when new architectures and/or technologies are considered.

2. DEFINITIONS

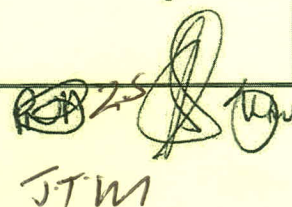
In this Agreement, unless a contrary intention clearly appears, the following terms shall bear the meanings assigned to them and cognate expressions shall have corresponding meanings:

- 2.1. **"ULM"** means UMZIMKHULU LOCAL MUNICIPALITY
- 2.2. **"Service Provider"** means HTB CONSULTING cc
- 2.3. **"Agreement"** means this document and all Schedules and Annexures to this document, and "this document" or "this agreement" shall bear the same meaning. The term "Agreement" specifically refers to the Master Agreement and Annexures to the agreement.
- 2.4. **"Disaster Recovery"** means the process, policies and procedures related to preparing for recovery or continuation of technology infrastructure critical to an organisation after a natural or human-induced disaster.
- 2.5. **"Helpdesk"** means a service at HTB CONSULTING cc place of business which enables ULM to log a support request in accordance with the call logging procedure and in line with the scope of this Agreement;
- 2.6. **"Business Day"** means any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.7. **"Business Hours"** means the hours between 08:00 and 16:30 on a Business Day.
- 2.8. **"Commercially Reasonable Effort"** means, with respect to any objective referred to in this Agreement, prompt, accurate, complete, appropriate, responsive and diligent effort, made in a professional and workmanlike manner, using properly qualified individuals and, in any event, a level of effort to achieve such objective equal to or exceeding the level of effort to achieve the same or similar objectives generally used by other professional Information Technology companies providing similar services as the Services referred to in this Agreement and its Annexures

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- 2.9. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or contract execution;
- 2.10. **"CPIX"** means the CPIX average percentage as per the official Statistics South Africa information for the three months prior to the annual review date of the Main Agreement or Service Annexures as the case may be;
- 2.11. **"Data"** means all Business Records of ULM stored in digital format on magnetic, optical or other media and maintained on Reasebetsa Performance Management System.
- 2.12. **"Delivery"** means delivery in compliance with the conditions of this Agreement and its Service Annexures
- 2.13. **"Foreign Exchange Rate"** means the current market price for which the South African currency can be exchanged for another
- 2.14. **"General Conditions of Contracting" (GCC)** means the General Conditions of Contracting as prescribed by National Treasury and as applicable to all Suppliers and Service Providers of goods and services to Local Government institutions
- 2.15. **"Intellectual Property"** means all patents, trademarks, service marks, design rights, copyright, know-how, trade or business names and other similar rights or obligations, whether or not registered or application for registration thereof has been made, used in or in connection with the Services;
- 2.16. **"Disaster Recovery Site"** means a cloud server maintained by Umzimkhulu municipality to back-up and recover all data of ULM.
- 2.17. **"Nominated Service Representative/s"** means one or more representatives representing **HTB CONSULTING cc** and the relevant ULM Department in respect of this Main Agreement and each Service Annexure;
- 2.18. **"Parties"** means ULM and **HTB CONSULTING cc**, and "Party" means either one of them;
- 2.19. **"SCC"** means Special Conditions of Contracting for ICT related Services and Systems as specified in this document;
- 2.20. **"Service"** or "Services" means a Service to be provided by **HTB CONSULTING cc** to ULM, being a Service contained in a Service Annexure to be monitored on a monthly basis to ensure ongoing performance and compliance by **HTB CONSULTING cc**
- 2.21. **"Service Annexure"** means an Annexure to this main Agreement which, among other things, provides: detailed descriptions of Services to be provided by **HTB CONSULTING cc**; detailed pricing for Services; specific exclusions of certain services, that will not be provided as part of the contracted Services; Key performance areas of Service Provider; service levels for each Service; Objective measures to monitor quality of Services delivered; reporting requirements and all matters directly related to the Services as contracted;
- 2.22. **"Service Level"** means the qualitative and quantitative standards of performance according to which the Services are to be provided in terms of this Agreement and as specified in each Service Annexure;
- 2.23. **"Work Product"** or **"Management Product"** means reports, plans, diagrams, schematics, flowcharts, studies, software, software programmes and all other documents or information or products specifically developed and provided by **HTB CONSULTING cc** for ULM in connection with the provision of the Services or at the request of HGDM and all amendments thereto.


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- 2.24. **"Licensed Program"** means the software and / or program material in machine-readable or interpreted form.
- 2.25. **"Related Materials"** means all materials other than the Licensed Program supplied by **HTB CONSULTING cc** including operating instructions, input information or format specifications, instructional documentation etc.
- 2.26. **"Effective Date"** means the **1 20 April 2018 till 31 May 2018, after which a new agreement shall be concluded for a further three years.**
- 2.27. **"Financial Year"** means a period commencing 1 July and ending 30 June in each Year;
- 2.28. **"Financial Year End"** means 30 June in each Year;
- 2.29. **"Contract Period"** – means a period of **Error! Reference source not found.** commencing on the Effective Date;
- 2.30. **"Legislation"** means and includes all applicable national and provincial legislation, and subordinate legislation, including all applicable by-laws and regulations;
- 2.31. **"MFMA"** means the Local Government: Municipal Finance Management Act, No 56 of 2003;
- 2.32. **"Performance Measures"** means the performance measures set out in this agreement;

Unless a contrary intention appears –

- 2.33. This Agreement contains the general provisions applicable to the provision of the Services. Specific requirements for the provision of the Services are contained in the applicable Service Annexures and other Annexures attached hereto;
- 2.34. A number of days shall be counted exclusive of the first and inclusive of the last day, provided that in the case of a Business Days, if the last day is not a Business Day then the last day shall be the day immediately following the Business Day;
- 2.35. except in the case of Business Days, references to days, weeks, months or years shall mean calendar days, months or years commencing on the first day of a month or year and on a Monday in the case of a week;
- 2.36. words importing any one gender include the other genders, the singular include the plural and vice versa; reference to this Agreement also includes the Schedules and Annexures thereto and the documents referred to therein

3. RECORDAL

To ensure synergy and full understanding between the Parties of all the statutory and regulatory requirements by which the Agreement between HTB CONSULTING cc and ULM will be managed, the following is recorded:

- 3.1. The MFMA 56 of 2003, Section 116 states the following compliance requirements when contracting with external Service Providers:
- 3.36.1. Contracts must be in writing;
- 3.36.2. Day-to-day contract and service delivery management;

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- 3.36.3. Monthly performance reviews;
 - 3.36.4. Periodic contracts reviews;
 - 3.36.5. Any other matters as may be required;
 - 3.36.6. Take reasonable steps to ensure that contract is enforced;
 - 3.36.7. Dispute mechanisms must be in place;
 - 3.36.8. Termination of contract in case of underperformance.
- 3.2. The Preferential Procurement Policy Framework Act 5 of 2000, states the terms and conditions:
- 3.2.1. When penalties may be raised against a Service Provider for consistent under-performance;
 - 3.2.2. For early termination of the Contract or part of the Services, and
 - 3.2.3. For the possible blacklisting of Service Providers in case of fraudulent or corrupt activities.
- 3.3. The ULM Supply Chain Management Policy specifically references both the MFMA and the PPPFA to give full effect and to ensure compliance in the execution of the procurement processes in the ULM.
- 3.4. HTB CONSULTING cc acknowledges and agrees, that the requirements as set out in the Local Government Municipal Finance Management Act 56 of 2003 (MFMA); the requirements as set out in the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA); the Requirements set out in the ULM Supply Chain Management Policy, and measures to enforce such compliance requirements, should form an integral part of the Service Delivery Agreement for all Services to be delivered during the term of this Contract.
- 3.5. To give full effect to the above compliance requirements in terms of the Agreement, both parties will provide the required resources, at their own cost, to ensure that applicable communication structures and management forums will be established between **HTB CONSULTING** cc and ULM to "take reasonable steps to ensure that the contract is enforced".
- 3.6. Copies of any Acts, Regulations or Policy Frameworks referenced in this Agreement is available on the ULM and/or the National Treasury Web-site for perusal by HTB CONSULTING cc

4. PRESENTATIONS AND UNDERTAKINGS BY SERVICE PROVIDER

4.1 Presentation by Service Provider

HTB CONSULTING cc presents and warrants that it has adequate resources and the necessary skills and competencies to be able to provide the Services contemplated in this Agreement on a sustainable basis during the term of this Agreement.

4.2 Undertakings

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Continuing throughout the term of the Agreement, **HTB CONSULTING cc** undertakes that it will at all times:

- 4.2.1 Use proven and current methodologies and technology of the best practice in the ICT industry to provide the Services, to the extent reasonably required by ULM, to take advantage of technology, and other advancements that will enable ULM to provide an efficient and sustainable service to all its stakeholders through Monitoring and Evaluation;
- 4.2.2 Comply with all of the policies, procedures and standards of ULM during the term of this Agreement;
- 4.2.3 Continuously improve, enhance and supplement the services to make optimum use of technological advancements and developments, relevant to the provision of the Services and in so doing, achieve optimum economies of scale.

5. SERVICE PROVIDER DUTIES AND OBLIGATIONS

The ULM appoints HTB CONSULTING cc to provide the Services in terms of this Agreement and the applicable Service Annexures and any Schedules hereto as it may be amended from time to time. **HTB CONSULTING cc** must discharge its duties and obligations as listed below with due skill, care and diligence, and according to the standards required by the ULM and any Service Annexure attached hereto.

5.1 Minimum Requirements for Service Annexures

To ensure compliance to the MFMA requirements as stated in Section 116, all Services and pricing for such Services must be documented in Service Annexures and in sufficient detail to enable ULM to determine the quantum and scope of Services received and paid for.

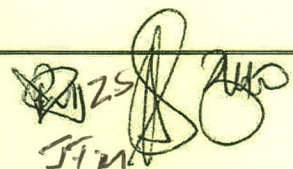
5.2 Cost Savings

HTB CONSULTING cc shall use its best endeavors to maximize cost efficiencies and cost savings in the provision of the Services, through all reasonable means, including:

- 5.2.1 Obtaining economies of scale through volume purchases or by allowing ULM to participate in the procurement of equipment, facilities and licensing to ensure that the most cost-effective pricing is obtained in respect thereof
- 5.2.2 Exploiting the benefits of synergies resulting from the provision of the same or similar services to other clients.

5.3 Cooperation between Parties and with Third Parties

- 5.3.1 At the reasonable request of ULM, HTB CONSULTING cc undertakes to fully cooperate with ULM or any other contracted party, or other entity or party, nominated by ULM, and also procure the same from its sub-contractors, to give effect to this Agreement, its services and its Annexures attached hereto.
- 5.3.2 If ULM contracts with a third party (being any person other than a Party to this Agreement) to provide any service to it, other than the Services, then for as long as the services and activities of the third party do not interfere with the Services, and do not adversely affect **HTB CONSULTING cc** financially or render HTB incapable to perform,



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then **HTB CONSULTING cc** shall co-operate with ULM and such third party to the extent reasonably required for the provision of those services by that third party.

5.4 Ownership of Data and Access to Data

- 5.4.1 The ULM will at all times retain ownership of all Data maintained in systems, databases or in any media under the license or jurisdiction of **HTB CONSULTING cc**
- 5.4.2 At the sole discretion of the ULM, **HTB CONSULTING cc** will allow nominated employees or third parties access to all such Data to extract, export and transpose Data to any other media for whatever reason;
- 5.4.3 As part of the Services, and where such Data is in the possession or control of **HTB CONSULTING cc**, **HTB CONSULTING cc** will provide the required assistance and means to enable the nominated employees or third parties to extract any such Data, or all the Data, as may be required from time to time;
- 5.4.4 At expiry of this Agreement, **HTB CONSULTING cc** will deliver to ULM a full and complete set of all Data maintained by **HTB CONSULTING cc** during the term of this Agreement, in a readable and auditable format, in an electronic medium, as required by ULM for the transitioning of the Data to another systems platform or medium.

5.5 Application Source Code

The source code for applications, software and systems will remain in the sole ownership of **HTB CONSULTING cc**

5.6 Minimum Requirements for Management Reports

As part of the Service the parties must agree prior to effective date what management reports will be provided by **HTB CONSULTING cc** as part of the Service described in the Annexures;

5.7 Application Systems and Data Backup and Recovery

The processes and responsibilities for all applications systems and data backup and recovery to be provided for in any systems environment must be reviewed by both parties at least annually as part of the Technology Roadmap review.

5.8 Statutory and Regulatory Compliance

- 5.8.1 As part of the Services under this Agreement, the **HTB CONSULTING cc** shall ensure at all times full compliance of all its Services and facilities with all applicable legal, statutory and regulatory requirements, and obtaining and maintaining all applicable Licenses, authorizations, accreditations and permits as may be required from time to time to provide the Services;
- 5.8.2 **HTB CONSULTING cc** shall have financial responsibility for, and shall pay all applicable fees to ensure continued compliance of all its Services and facilities with all applicable legal, statutory and regulatory requirements, except where the software utilised is provided by ULM, or by a third party, or is part of the operating software or equipment provided by ULM.
- 5.8.3 Any additional and /or circumstantial requirements to upgrade the system as a result of a request from the client (beyond the ordinary and minor system upgrades within the auspices of the annual license fees), ULM shall be responsible for fees in relation to the upgrade

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5.9 Provide a Complete Service

In providing the Services, HTB CONSULTING cc shall supply, perform and do all such things necessary to complete the entire function required to provide each Service notwithstanding that each part or component of, or making up a specific Service is not referred to or described in any detail, unless where explicitly excluded from the Services.

5.10 Conflict of Interests

In providing the Services, HTB CONSULTING cc shall use its best endeavors not to do, or omit to do anything, knowingly or negligently, nor permit a situation to arise whereby a conflict may be created between the interests of ULM (or any of its employees) and those of HTB CONSULTING cc, and/or any other contractual party

5.11 Financial Audits

ULM may from time to time inform the **HTB CONSULTING cc** of any audit that it requires to be performed in respect of payments made to **HTB CONSULTING cc**, Services rendered and all other matters relating to the Services pursuant to this Agreement. **HTB CONSULTING cc** will subject itself to such an audit by the persons appointed by ULM at the sole expense of ULM. The audits shall take place during the Service Provider's Business Days and Business Hours with no interference with the business activities of the Service Provider.

5.12 Systems Performance Monitoring Tools

5.12.1 As part of the Services throughout the term, and at no additional cost to ULM, the **HTB CONSULTING cc** shall assist ULM, as it may be applicable to the software and applications, to implement monitoring tools and procedures necessary to verify and measure the performance of the software and applications and use of agreed technology and software and compare such performance and use to that warranted in terms of this Agreement and required by the software and applications Annexures.;

5.13 Key Staff by Service Provider

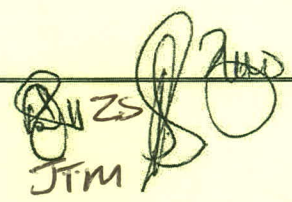
5.13.1 When a key employee of **HTB CONSULTING cc** is reassigned or when the employment of a key employee is terminated or he resigns, the **HTB CONSULTING cc** shall promptly replace such person with another person at least as well qualified as the person so replaced.

5.13.2 When a key employee of the **HTB CONSULTING cc** goes on leave, **Error! Reference source not found.** shall duly inform the nominated representative of the ULM and agree on arrangements for ongoing support during the absence of the key employee.

5.14 Appointment of Sub-contractors

5.14.1 **HTB CONSULTING cc** may not utilise a sub-contractor or enter into a sub-contract with any person (other than an employee of **HTB CONSULTING cc** or Affiliate of **HTB CONSULTING cc**) for the provision of all or any part of the Services without ULM prior written consent, which may not be unreasonably withheld or delayed, provided that all the provisions as set out in this Agreement and tender documents are complied with;

5.14.2 **HTB CONSULTING cc** shall not be relieved of any of its duties in terms of this Agreement or any Service Annexure by entering into any agreement with a sub-contractor, and **HTB CONSULTING cc** shall be liable for any acts performed by, or omissions by a sub-contractor and its employees to the same extent as if **HTB CONSULTING cc** employee had so acted, and for purposes of this Agreement such act shall be deemed an act performed by the **HTB CONSULTING cc**.



6. TERMS OF AGREEMENT AND SERVICE ANNEXURES

- 6.1 This Main Agreement shall start on the Effective date, continue for a period of three (3) years from date of engagement.
- 6.2 ULM will be bound to give prior notice to terminate this Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto once the Three (3) year period has elapsed;
- 6.3 ULM, at its sole discretion will have the option to extend this Agreement for a period as deemed necessary by providing the Service Provider notice of such extension before the expiration date of the Main Agreement. ULM shall endeavor to provide 1 (one) month notice in this regard.
- 6.4 The term in respect of each Service Annexure, and/or Service shall be specified in the Service Annexure and;
- 6.5 Notwithstanding any term expressed in a Service Annexure (or as it may be renewed), shall not extend beyond the termination or cancellation of this Agreement.

7. SCOPE OF SERVICE PROVIDED

The service is undertaken by the personnel of **HTB CONSULTING cc**, who are conversant with the system to be provided. Support services provided by **HTB CONSULTING cc** to ULM will be in accordance with any agreed procedures.

Support services may be carried out by:

- ❖ On-site visits, as required, by the ULM;
- ❖ remote diagnostics and support by **HTB CONSULTING cc**, via a remote connection link to the ULM's server;
- ❖ remote telephone and/or e-mail support by the **HTB CONSULTING cc**;
- ❖ user training on new system modifications and version upgrades; and
- ❖ access to modified user manuals by users.
- ❖ Online system fault logs and remote trouble-shooting

8. ADDITIONAL SERVICES OR CHANGES TO EXISTING SERVICES

8.1 Need for Additional Services

- 8.1.1 It is agreed and accepted by both Parties that during the term of this Agreement:
- a) ULM needs might change which might also require changes to the existing Services and/or to this Agreement;
 - b) Costs associated with the additional services, outside the scope of this contract, shall be paid for by ULM.
- 8.1.2 Detailed specifications of all business/service requirements;
- 8.1.3 **HTB CONSULTING cc** proposed solution, in sufficient detail of Services to be provided and technical design specifications by the **HTB CONSULTING cc**, as may be required.
- 8.1.4 The pricing for such additional service should be mutually agreed between parties.

8.2 Projects

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From time to time ULM and **HTB CONSULTING cc** may enter into an Agreement in respect of projects to change existing Services or implement new Services. All such projects will be defined in detail in a project charter and the project execution will be deemed to be a Service in terms of this Agreement. All Project deliverables and mile-stones will each be an activity to be performed and monitored according to the time-table to be agreed in the Project Plan.

9. DAY-TO-DAY SERVICE DELIVERY MANAGEMENT

To ensure that this Agreement and Services under this Agreement are managed effectively on a day-to-day basis, specific measures apply:

9.1 Central Call Logging System

All Service failures, its root cause, corrective actions and preventative measures to minimize re-occurrences of Service failures, shall be logged in the **Centralised Online System Logging System**, as mutually agreed between the Parties.

9.2 Severity of Service Failure Impact

- 9.2.1 The severity of a Service failure shall also be reported by ULM to the **HTB CONSULTING cc** when a Service failure is logged on the **Centralised Online System Logging System**. This is to ensure that **HTB CONSULTING cc** provides the required skills and focus to resolve the Service failure and Services are re-instated in acceptable time-frames as agreed in the relevant Service Annexures;
- 9.2.2 The service level metrics and corrective actions for Service failures are to be documented in the applicable Service Annexures and must be mutually agreed to between the Nominated Service Representatives for both parties prior to the effective date of the Service Annexure.

9.3 Service Credits for Service Failures

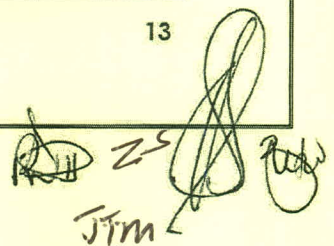
- 9.3.1 **HTB CONSULTING cc** agrees that its failure to provide Services as required in terms of this Agreement, and/or to meet Service Levels, may have a material and adverse impact on the business and operations of ULM and that the damage from **HTB CONSULTING cc** failure to meet its Service Levels is not susceptible to precise determination;
- 9.3.2 Accordingly, in the event that **HTB CONSULTING cc** consistently fails to meet Service Levels, then ULM may elect, but will not be obliged, to recover service credits as a percentage of the total monthly Service fee as set out in the applicable Service Annexure;
- 9.3.3 Should there be no applicable monthly Service fee for the Service, the appropriate annual fees will be apportioned to a monthly fee for the purpose of calculating the service credits as a percentage of the apportioned monthly fee;
- 9.3.4 Nothing in this clause shall be construed as a limitation of any of ULM other rights and remedies in the event that the **HTB CONSULTING cc** defaults, including the right to cancel this Agreement;
- 9.3.5 Service Credits must not be construed with penalties as may be applicable for non-delivery or non-compliance during project developments or implementation of additional Services. Penalties for such events will be negotiated separately between **HTB CONSULTING cc** and ULM in the Service Annexure, if applicable;

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- 9.3.6 Any dispute which arises concerning the failure to meet Service Levels, or quantum of any Service Credits shall be determined by an impartial expert mutually agreed to by **HTB CONSULTING cc** and ULM appointed in terms of this Agreement.

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9.4 Service Failure Resolution

When a failure occurs in respect of a Service, duties or obligations under this Agreement and when such failure has been brought to **HTB CONSULTING cc** attention by ULM, the **HTB CONSULTING cc** shall, at its own cost and without limiting the right of ULM to any other remedies in terms of this Agreement:

- 9.4.1 promptly commence to investigate the root cause(s) of the failure and communicate to ULM such root cause(s) as identified;
- 9.4.2 promptly advise ULM of the status of such corrective efforts;
- 9.4.3 complete correction of any failure within time frames mutually agreed between the parties;
- 9.4.4 Update Call Logging System and report to the nominated ULM representative when Service failure has been resolved

9.5 Impossibility of Performance

If any failure to meet a Service Level is directly or solely attributable to a Force Majeure Event, or a third party service provider to ULM not under management and control of **HTB CONSULTING cc**, or a failure of the facilities or equipment provided by ULM or a breach by ULM of this Agreement or a Service Annexure, or the negligent acts or omissions of ULM or third party, then ULM shall not be entitled to a Service Credit, or any other remedy, to the extent, and for the period of such occurrence

10. DISASTER EVENTS

- 10.1 When an event occurs, and is of such a nature that either one of the Parties consider the event to be a disaster, the parties shall communicate, on-site, telephonically or otherwise, in good faith within 4 hours to:
 - 10.1.1 Assess the scope and impact on the delivery of the Services;
 - 10.1.2 Agree on alternative work methods and processes to mitigate the impact of such an event;
 - 10.1.3 Agree on an overall strategy to re-instate Services using commercially reasonable efforts by both parties;
- 10.2 Payment for services rendered by the **HTB CONSULTING cc** pursuant to a disaster event and which does not form part of the Services, the **HTB CONSULTING cc** will be remunerated for all direct expenses and costs at rates for ad hoc services as specified in the Service Annexure.

11. SERVICE REPORTING

11.1 Monthly Reporting

To assist ULM to effectively monitor, assess and measure the performance of Services on a monthly basis, **HTB CONSULTING cc** shall submit to ULM, in a manner and format reasonably required by ULM, and not less frequently than monthly, alternatively with every invoice submitted for payment, a report setting out full details of:

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- 11.1.1 Services delivered and performance and compliance of the **HTB CONSULTING cc** in respect of the provision of all the Services in terms of each Service Annexure in the preceding period;
- 11.1.2 Current status of all new service requests submitted to the **HTB CONSULTING cc**;
- 11.1.3 Current status and progress on time-lines and deliverables with projects managed by the **HTB CONSULTING cc**, or projects in which the **HTB CONSULTING cc** participates;
- 11.1.4 Any foreseeable risks, specific constraints and scope changes identified with compliance with the provisions of this Agreement, its Services, new service requests and projects. Propose alternative solutions to eliminate constraints and minimise risks for all Services to be delivered.

11.2 Forward Planning and Reporting

- 11.2.1 Each financial year, during the second quarter of the municipal financial year, being October to December each year, or as reasonably may be required by ULM, the Parties shall meet and jointly review:
- a) The scope of Services and all matters specified in the Service Annexures, the processes of how the Services are to be rendered and the technical specifications and the ICT infrastructure requirements applicable to the rendering of Services;
 - b) The costs for the provision of the Services with a view to adjusting such costs as may be required in terms of this Agreement;
- 11.2.2 To ensure continued alignment with industry trends, ULM future strategies and forthcoming budget plans of ULM, the **HTB CONSULTING cc** shall compile and submit to ULM in a manner and format reasonably required by ULM during November of each year:
- c) A technology roadmap in respect of current and anticipated ICT industry developments relating to the Services and their availability in respect of present and emerging technologies;
 - d) A development/migration plan in the form of a proposal, including costs, in respect of current and anticipated changes to, and developments in the Services provided;

11.3 Ad hoc Service Reports

HTB CONSULTING cc shall, in terms of this Agreement, and the Service Annexures, submit any additional service reports as may reasonably be requested by ULM, from time to time.

12. FACILITIES AND EQUIPMENT

- 12.1 Except for the facilities and equipment provided by ULM as expressly provided for in this Agreement, or in a Service Annexure, or as otherwise agreed in writing from time to time, **HTB CONSULTING cc** shall provide, at its own expense, personnel, personal computers, software, services and any other resources necessary to provide the Services;

- 12.2 When this Agreement or a part thereof terminates, the HTB CONSULTING cc must return any facilities and equipment provided by ULM to ULM in the same condition as received, with reasonable fair wear and tear accepted.

13. CONTRACT GOVERNANCE AND SERVICES MANAGEMENT

13.1 Representatives for Agreements and Services

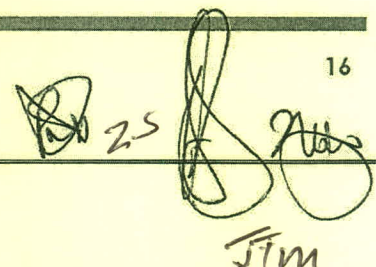
- 13.1.1 **HTB CONSULTING cc** and ULM shall each designate a representative known as its Nominated Service Representative whose purpose, in addition to what is set out elsewhere in this Agreement shall be to serve as a channel for communication and escalation to ensure that, at all times, matters of mutual interest relating to this Agreement or disputes, are promptly brought to the attention of the appropriate persons;
- 13.1.2 The Nominated Service Representatives shall have the authority to act on behalf of the Parties with respect to all matters relating to the day-to-day delivery of Services included in the Service Annexure and related Annexures for which they are appointed.

13.2 Service Provider Key Performance Areas

- 13.2.1 In compliance to the MFMA, 56, Section 116, requirements to do "Monthly performance reviews" of the Services provided, the Parties shall agree on a set of pre-defined Key Performance Indicators (KPI's) to be implemented to serve as an objective measure to monitor the ongoing quality of the Services to be delivered by **HTB CONSULTING cc**;
- 13.2.2 The KPI's must be documented in the relevant Service Annexures as applicable for each Service separately, prior to the effective date of this Agreement.
- 13.2.3 For any additional Services agreed after the effective date of the Main Agreement, the KPI's for such additional Services must be documented in the relevant Service Annexures as applicable for each Service separately, prior to the effective date of such additional Services.

13.3 Quarterly Service and Performance Review Meetings

- 13.3.1 As part of the Services and for the duration of this Agreement, the Nominated Service Representatives shall maintain a quarterly Service and Performance Review meetings to monitor and assess, on an ongoing basis, the overall quality of Services and performance of **HTB CONSULTING cc**, as well as the progress and status of new service requests and projects;
- 13.3.2 If a quarterly meeting is not held as scheduled, the nominated Service Representatives of both Parties shall meet and agree in writing:
- a) on the reasons why the meeting was not held as scheduled;
 - b) mutually agree on an alternative date for the meeting, which will not be later than the invoice date for Services provided for the month after the scheduled meeting not held.
- 13.3.3 Agendas, attendance registers, minutes of meetings and all relevant documentation must be kept by ULM for all Service and Performance Management Meetings.

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14. INVOICES AND PAYMENT FOR SERVICES

14.1 Minimum Requirements for Payments

- 14.1.1 **HTB CONSULTING cc** must submit all invoices to the applicable nominated Service Representative of ULM, accompanied by a detailed statement of work done, or Services delivered, for the payment period;
- 14.1.2 All payments to **HTB CONSULTING cc** will only be processed when in compliance with the applicable ULM policies for such payments to be made as stated in clause 14.2 below.

14.2 Payment for Contracted Services

Each contracted Maintenance service must be invoiced separately and ULM shall pay **HTB CONSULTING cc** separately for all of the Maintenance Services provided by **Error! Reference source not found.** under this Agreement and any Service Annexure, the amounts set forth in service fees Annexure, within 30 days of invoice date.

14.3 Payments for On-site Consultation and Support Services

- 14.3.1 Regardless of what is agreed elsewhere in this Agreement, its Annexures or any other attachments to this Agreement:
- a) Payments will only be made for actual time spent on delivering the Services as agreed, with the proviso that the actual time spent may not exceed the time as agreed in the Service Annexure;
 - b) Amendments to the agreed times may be made from time to time, with the proviso that the agreed time may not be increased without a proper motivation and approval by ULM.

14.4 Payment for Additional Services and Expenses

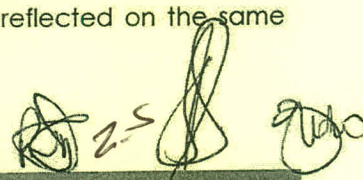
- 14.4.1 No invoice with respect to additional services or out of pocket expenses will be paid unless such services or expenses were authorized in advance in writing by the ULM Nominated Service Representative of the Service for which the additional charges or expenses are claimed

14.5 Payments for Projects

Payment in respect of projects agreed to in terms of clause 8.2 shall become due at the times and on the basis separately agreed for such projects.

14.6 Service Credits and Penalties

To the extent ULM elects a Service Credit or is entitled to any other credit or penalty pursuant to this Agreement or any Service Annexure, **HTB CONSULTING cc** shall issue a separate credit note in favour of ULM, should any penalties be applicable, and will not be reflected on the same invoice as fees due for Services delivered.



14.7 Payments in Dispute

If ULM disputes in good faith any portion of an invoice, ULM shall pay the undisputed amount of such invoice when due to **HTB CONSULTING cc** and transfer the disputed portion into an internal account under the control of the ULM Manager: Finance pending resolution of the dispute. Upon resolution of the dispute in favour of **HTB CONSULTING cc**, ULM shall pay to **HTB CONSULTING cc** such portion, if any, of the disputed amount determined to be owing to **HTB CONSULTING cc**.

14.8 Annual Increases in Service Fees

- 14.8.1 Should **HTB CONSULTING cc** consider an increase in its service fees, such increases shall be reviewed and mutually agreed and signed by both parties at least two (2) months prior to the next anniversary date of the Agreement;
- 14.8.2 Annual increases in Service fees will be where possible limited to CPI, calculated at the average of the previous 12 months CPI rate unless otherwise agreed upon or negotiated by both parties.
- 14.8.3 Where products or services are affected by the exchange rate, such increases and calculations will be done at the rate of then effective exchange rate at the date of quote or placing of the order as stated by **HTB CONSULTING cc** on the relevant invoice;
- 14.8.4 Annual increase documentation should be viewed as an addendum to the Main Agreement and must be mutually agreed by both parties;
- 14.8.5 Increases in Value Added Tax or any other taxes or regulatory fees, will become applicable as and when introduced by Government.
- 14.8.6 Interest will be charged by **HTB CONSULTING cc** from the due date until date of actual payment, both days inclusive, at the prevailing interest rate on any overdue and outstanding amounts exceeding 30 days.

15. WORK PRODUCTS

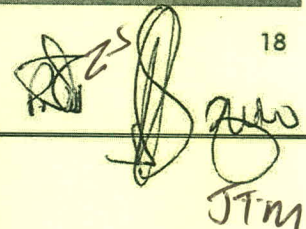
The Parties agree that:

- 15.1 **HTB CONSULTING cc** may use any Work Product (excluding electronic data and files contained in the database) specifically developed for ULM to deliver or provide any service, to any of its clients or customers at any time without ULM prior consent;

16. INFORMATION SECURITY AND CONFIDENTIALITY

HTB CONSULTING cc shall not (and shall use its best endeavors to require that its employees shall not) during this Agreement or any time thereafter divulge or communicate to any person other than to officers or employees of ULM whose province it is to know the same or on the written instructions of ULM any information concerning ULM's trade secrets, manufacturing processes or the business accounts finance or contractual arrangements of ULM or its other dealings, transactions or affairs which may come to its knowledge during this Agreement.

All records tapes and documents, and any copies thereof relating to the business of ULM in the possession of **HTB CONSULTING cc** employees or under its control shall be and remain the



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SERVICE LEVEL AGREEMENT FOR THE PROVISION OF PERFORMANCE MANAGEMENT SYSTEM

property of ULM and shall be delivered to it upon request from ULM or upon termination of this Agreement ULM undertakes that its employees shall take all reasonable steps to ensure the security of ULM's systems and premises is not compromised and will comply with all security directives made known to them by ULM.

17. RISK OF LOSS AND INSURANCE

Both parties agree that the nature of this Agreement does not require any insurance to cover any risks under this Agreement.

Each Party shall be liable for its own insurance unless stated otherwise in the Service Annexure

18. NO ASSIGNMENT

Neither Party may cede or assign its rights and/or duties in terms of this Agreement without the prior written consent of the other Party, which may be withheld or provided on such conditions as the other Party in its discretion deems appropriate.

19. INDEMNIFICATION AND LIMITATION OF LIABILITIES

Except in cases of criminal intent or wilful misconduct;

19.1 Both parties hereby agree that neither party shall hold the other party liable, whether under this Agreement or otherwise, for any indirect or special or consequential loss or damages, loss of production or loss of profits or interest costs, provided that this exclusion does not apply to any obligation under this Agreement to pay penalties or service credits to the other party for Services not provided in terms of this Agreement;

19.2 Subject only to the limitations set forth in this clause, a Party who breaches any of its duties under this Agreement or any Service Annexure shall be liable to the other party for direct damages actually incurred by the other party as a result of such breach provided that for any claim or number of claims, each Party's aggregate liability shall be limited to the annual contract value of the Services provided under the relevant Service Annexure from which the claim arose. Direct damages shall include the following and neither party shall assert that they are consequential, indirect or special damages to the extent they result from a Party's failure to fulfil its duties in accordance with this Agreement:

19.2.1 Costs to recreate or reload any of ULM' lost or damaged information utilising the latest available back-up data;

19.2.2 Costs to implement a workaround in respect of a failure to provide the Services, including salaries of employees for overtime worked;

19.2.3 costs to replace lost or damaged equipment, hardware, software or other materials;

19.2.4 costs and expenses incurred to correct errors in hardware or software maintenance and enhancements or modifications, if any, provided as part of the Services;

19.2.5 costs and expenses incurred to procure the Services from an alternate source.

19.3 INDEMNITY AGAINST INTELLECTUAL PROPERTY INFRINGEMENT

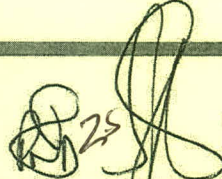
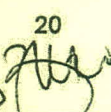
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- 19.3.1 Subject to clause 19.2 above, HTB CONSULTING cc hereby indemnifies the Client against Losses arising directly out of any claim or lawsuit brought by a third party that Goods provided in terms of this Agreement infringe a Republic of South Africa patent or copyright or are subject to claims of misappropriation of trade secrets protected by South African law, as a result of Client's use thereof, provided that this indemnity shall fall away and be of no force or effect should the Client –
- 19.3.1.1 fail to promptly notify **HTB CONSULTING cc** in writing of any such claims or lawsuits;
- 19.3.1.2 make any admission or settlement or attempt at settlement in respect of any such claims or lawsuits;
- 19.3.1.3 fail to permit **HTB CONSULTING cc** to defend or settle the claim or lawsuit exclusively; and
- 19.3.1.4 fail to provide all reasonable assistance, at its own cost, to HTB CONSULTING cc in defending or settling any such claim or lawsuit.
- 19.4 Where any Goods become the subject of any such claims or lawsuit, **HTB CONSULTING cc**, at its sole discretion, may choose to either –
- 19.4.1 obtain the right of use of the Goods if commercially practicable; or
- 19.4.2 replace or modify the Goods to avoid the claim of infringement; or
- 19.4.3 demand that the Client cease use of the item of Goods and return it to **HTB CONSULTING cc** in which case **HTB CONSULTING cc** shall refund the Client the consideration paid by the Client for that item of Goods less a reasonable charge for use and obsolescence based upon a 3 (three) year straight line depreciation method, provided that in the case of Software whose licence is less than 3 (three) years, the charge shall be based upon a straight line depreciation method equal to the period of the licence.
- 19.5 This indemnity shall not apply if such claim or lawsuit –
- 19.5.1 is made by a parent, subsidiary or affiliate of the Client or Client's holding company (or any organ/body of state where the Client is an organ/body of state);
- 19.5.2 results from any modification, alteration, repair or addition made by the Client to the Goods to the extent that if it were removed, the infringement or violation would cease;
- 19.5.3 arises out of the use by the Client of the Goods in combination with any other product, service or materials;
- 19.5.4 results from a breach by the Client of the provisions of this Agreement.
- 19.6 This clause 19 states the entire liability of **HTB CONSULTING cc** and Client's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.
- 19.7 The Client shall ensure that all Intellectual Property used by the Client on or in connection with the Goods or Services or to which **HTB CONSULTING cc** is given access by the Client, is duly and properly licensed or authorised. The Client indemnifies and holds **HTB CONSULTING cc** harmless against all Losses incurred by **HTB CONSULTING cc** arising directly or indirectly out of or in connection with any claim, demand, charge, action, cause of action, or other

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proceeding made or brought against **HTB CONSULTING cc** by any third party for infringement or unauthorised use of such Intellectual Property by the Client.

19.8 Each Party shall have a duty to mitigate damages for which the other Party is liable.

19.9 Save where (and then only to the extent) provided to the contrary in a Service Annexure in relation to Services wherein **HTB CONSULTING cc** assumes some and/or all of such risk, under no circumstances whatsoever shall **HTB CONSULTING cc** be liable for any loss of ULM's data regardless of how such loss is occasioned, whether due to **HTB CONSULTING cc** negligence or otherwise. ULM acknowledges and agrees that back-up of such data is ULM's responsibility and can be undertaken easily and regularly so as to be able to restore lost data. Accordingly, ULM hereby indemnifies and holds **HTB CONSULTING cc** harmless against all and any Losses suffered by ULM arising directly or indirectly out of or in connection with the loss of any of ULM's Data.

20. TERMINATION FOR DEFAULT

20.1 Breach

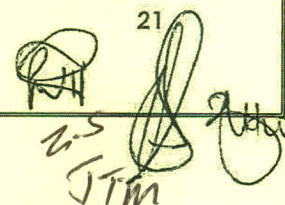
"Should either party breach any material obligation in terms of this agreement and such breach is not substantially remedied within 30 days after written notice is given to the defaulting party specifying the default or, with respect to any default which cannot be reasonably remedied within 30 days, if the defaulting party fails to proceed to remedy the default then the party not in default may terminate this agreement by giving at least 30 days prior notice to the defaulting party specifying the date as of which such termination will be effective.

20.2 Service Provider Event of Default

18.3.1 ULM, without prejudice to any other remedy for breach of this Agreement, by written notice of an event default sent to the **HTB CONSULTING cc**, may terminate this Agreement in whole or in part, if **HTB CONSULTING cc**.

- a) Committed an act of insolvency within the meaning of section 8 of the Insolvency Act, 1936 or section 344 of the Companies Act, 1973. In this event, the terms as stated in the GCC, Clause 26, and as applicable to all Service Providers and Suppliers, will come into effect;
- b) Consistently breaches this Agreement or any Service Annexure in a manner which reflects failure, whether through unwillingness, inability or otherwise, including, without limitation, a consistent failure to achieve the required Service Levels following receipt of a written notice requiring **HTB CONSULTING cc (Pty) Ltd** to remedy the breach within thirty (30) days of receipt of such written notice;
- c) In the judgement of ULM, has engaged in corrupt or fraudulent practices in competing for, or in executing this Agreement or any of the Services under this Agreement;

20.3 Consequences in an Event of Default

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SERVICE LEVEL AGREEMENT FOR THE PROVISION OF PERFORMANCE MANAGEMENT SYSTEM

In terms of the MFMA, 56 of 2003, Section 15, and pursuant to the GCC, Clause 23, as required by National Treasury, the terms and conditions as specified in the GCC shall apply when a Service Provider event of default occurs:

21. FORCE MAJEURE

- 21.1 For the purposes of this clause, *vis major* and force majeure include acts or omissions of any government, government agency, provincial or local authority or similar authority (but, where the ULM is an organ/body of state specifically excluding acts or omissions by the ULM which are not the exercise of executive government powers), any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, interruption of essential services from public utilities (including electricity, water and sewerage), inability on the part of HTB CONSULTING cc as a result of force majeure of the nature contemplated in this clause to obtain the goods from its supplier or contemplated supplier (including any telecommunications supplier), combination of workmen, prohibition of exports, rationing of supplies, flood, storm, fire or (without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the Party claiming force majeure. Neither Party shall be liable for any failure or delay in the performance of its duties under this Agreement or any Service Annexure to the extent such failure or delay is caused, directly or indirectly, without fault by such Party, by force majeure or any other similar cause beyond the reasonable control of such Party which could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party, such event being a "Force Majeure Event";
- 21.2 If a Force Majeure Event causes a failure or delay in the provision of any Services for more than two (2) consecutive days, ULM may, at its sole discretion, and in addition to any rights ULM may have pursuant to this Agreement, procure such Services from an alternate Service Provider until **HTB CONSULTING cc** is again able to provide such Services;
- 21.3 **HTB CONSULTING cc** shall not be liable for the cost incurred to procure such Services not provided by it;
- 21.4 Notwithstanding any other provision of this clause, a Force Majeure Event shall not relieve **HTB CONSULTING cc** of its duty to implement successfully all of the Services relating to the Services that are included in any Service Annexure within the new time periods to be agreed upon by the Parties;
- 21.5 ULM shall have the option, but not the duty, to cancel this Agreement, or one or more affected Service Annexures, or parts thereof, or categories of Services, to the extent that the **HTB CONSULTING cc** fails to provide any Services following the expiration of the time periods referred to in clause 19.6 above, in any material respect because of the occurrence of a Force Majeure Event.

22. NON-SOLICITATION

The Parties agree that for the duration of this Agreement and in the twelve months after expiration or cancellation thereof a Party may not, without the prior written consent of the other Party, offer employment to, or employ persons employed by the other Party, save where such offer to employ is made or such employment is pursuant to a general recruitment advertisement and not on the basis of or initiated through a personal approach.

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SERVICE LEVEL AGREEMENT FOR THE PROVISION OF PERFORMANCE MANAGEMENT SYSTEM

23. ARBITRATION AND APPLICABLE LAW

This Agreement shall be interpreted in accordance with South African law and any dispute arising from or in connection with this Agreement shall be finally resolved in East London, Eastern Cape, South Africa in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. This clause shall however not prevent a Party from approaching a competent court in the Republic of South Africa (or other jurisdiction where the Services may be rendered if relief is required in such jurisdiction) for urgent or interlocutory relief. The Parties submit and agree to the jurisdiction of the Eastern Cape Provincial Division of the High Court of South Africa.

24. DOMICILIUM CITANDI ET EXECUTANDI

- 24.1. A written notice to a Party in terms of this Agreement or any Service Annexure will be valid only if it is also given to the representatives listed in clause 12.1 designated by that party in terms of this Agreement;
- 24.2. Any Party may, by giving notice to the other Party change the physical address chosen as its domicilium citandi et executandi to another physical address where postal delivery occurs in the Republic of South Africa, or its postal address or its telephone number;
- 24.3. The Parties choose as their domicilia citandi et executandi for all purposes under this Agreement, whether in respect of court process, disputes, notices or other documents or communications of whatsoever nature, the following addresses:

UMZIMKHULU LOCAL MUNICIPALITY

ATT: Mr. Z.C Sikhosana: Municipal Manager

169 Main Street

UMzimkhulu

3297

or

PO BOX 53,

UMzimkhulu

3297

Telephone: +27(0)39 834 8700

E-mail: @umzimkhululm.gov.za

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HTB CONSULTING cc

ATT: Mr. Thembela Mzolo: Chief Executive Officer

Suit 5B MRM Office Park

Telephone: +27(0) 31 764 2915

E-mail: zodwa@htbconsulting.co.za

24.4. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing;

24.5. Any notice to a Party –

24.5.1 sent by prepaid registered post in a correctly addressed envelope to an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 10th Business Day after posting;

24.5.2 delivered by hand to a Designated Representative during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or

24.5.3 sent by fax or e-mail to its chosen fax number or e-mail address, shall be deemed to have been received on the first Business Day following the date of despatch (unless the contrary is proved).

25. GENERAL

25.1 This Main Agreement and any Annexures thereto contains the entire agreement between the Parties in relation to the subject matter hereof;

25.2 No failure by a Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way a Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself;

25.3 No agreement to vary, add to or cancel this Agreement shall be of any force and effect unless reduced to writing and signed on behalf of the Parties to this Agreement by their Nominated Contract Representatives;

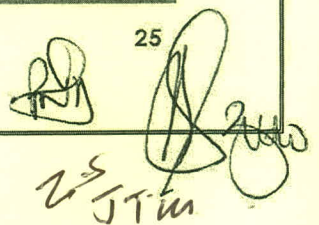
25.4 No party may cede any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party;

25.5 If any provision of this Agreement, which is not material to its effectiveness as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby;

25.6 Each Party will be responsible for its own costs which arise directly or indirectly out of or in connection with the negotiation, preparation and implementation of this Agreement.

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SERVICE LEVEL AGREEMENT FOR THE PROVISION OF PERFORMANCE MANAGEMENT SYSTEM

ACCEPTANCE AND SIGN-OFF

Signature on behalf **ULM Municipality**

Date:

Place: **ULM**

Name and Surname of signatory: **Z. S. SIKHOSANA**

Capacity of signatory: **MUNICIPAL MANAGER**

Signature of first witness

Name and Surname of first witness:

Signature of second witness

Name and Surname of second witness:

Signature on behalf of **HTB CONSULTING cc**

Date: **01 May 2018**

Place: **Kloof**

Name of signatory:

Capacity of signatory:

Signature of first witness

Name and Surname of first witness:

Signature of second witness

Name and Surname of second witness:

SERVICE LEVEL AGREEMENT FOR THE PROVISION OF PERFORMANCE MANAGEMENT SYSTEM

Annexure 1: Service Provider Product Service Level Agreement

1. The services provided under this agreement include the following:

- SYSTEM ONLINE HELP DESK
- TECHNICAL SERVICES, SUPPORT AND CONSULTING SERVICES APPLICABLE TO THE SLA DELIVERY

2. CALL CENTRE SERVICES

Full use of the HTB HELP DESK to log calls at the following contact details:

HELP LINE NUMBER: 031 764 2915 / 076 647 5965 / 073 189 3075

FAX NUMBER: 0861 239 331

E-MAIL ADDRESS: sithembela@htbconsulting.co.za or mpendulo@htbconsulting.co.za

3. SERVICE REQUEST, SUPPORT and CALL LOGGING GENERAL RULES

ULM shall appoint at least 2 (two) named contacts within ULM, as the primary contacts between ULM and HTB Consulting cc for all support services and to receive telephone support (one of whom shall be the appointed Systems Administrator). Such contacts will be provided to HTB on an official communicate, (Client Contacts and Escalation contacts) and may be amended from time to time as required.

SERVICE LEVEL AGREEMENT FOR THE PROVISION OF PERFORMANCE MANAGEMENT SYSTEM

Annexure 2: Applicable fees for Reasebetsa Monitoring and Evaluation System

PROJECT FEES

ITEM	COST inclusive of VAT
Cost of the System (Software)	ZAR370,000.00
Installation costs	ZAR70,000.00
Annual license fee(s)	ZAR22,800.00
Training	ZAR30,000.00
TOTAL without vat and disbursements	ZAR492,500.00
VAT	ZAR68,950.00
TOTAL with vat and disbursements	ZAR561,450.00

Maintenance costs:	
• Call-out fee	ZAR150.00
• Labour rate per hour	ZAR350.00
• Travel costs per km	ZAR5.00
Total	

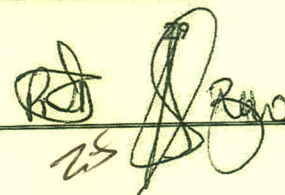
Note:

User License Fees: Package of 3 users @ R3500 per license, payable annually prior creation of users

Software licence R22,800.00, payable annually from 1 July 2018. Increases on license fees are in terms of clause 14.8.2 of this agreement.

As set out in the project plan: R440,000.00 to be paid up front before installation of the software (Software – R370,000 plus R70,000 for installation)

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Annexure 3: Bug/Error Reporting Template

Reasebetsa Bug Report

For all bug (error) reports, please fill in the information and submit the complete report to:

Email: sithembela@htbconsulting.co.za / mpendulo@htbconsulting.co.za

Municipality:			Department:		
Full Name			Email:		
Submit Date					
Summary					
Severity (Urgent / High / Low)					
Product	Reasebetsa		Version:		
Browser (Internet Explorer, Chrome, Firefox)					
URL (Provide URL of page where bug occurs)					
Description					
Steps To Reproduce: (NB: Provide as much detail as possible and attach error screenshot if any)					

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SERVICE LEVEL AGREEMENT FOR THE PROVISION OF PERFORMANCE MANAGEMENT SYSTEM

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CONFIRMATION OF BUG FIX

Date	Fixed in Version	Solution	Resolved By

SIGN OFF(by client)

Date	Full Name	Signature

REASEBETSA: SLA

31/12/2020
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