

SERVICE LEVEL AGREEMENT

Entered into by and between

Cape Agulhas Municipality (Company Name)

_____ (Company Registration)

(Hereafter referred to as the "Client")

Herein represented by

Dean Gabriel Ian O'Neill (Full Name)

~~6813~~ 6812315177080 (ID Nr)

In his capacity as

Municipal Manager

AND

SETPLAN (PTY) LTD
2004/004700/07

(Hereafter referred to as the "Service Provider")

Herein represented by

Carel Olivier (Full Name)

7311295003085 (ID Nr)

In his capacity as

Director



1. PREAMBLE

- 1.1 WHEREAS the Client is facing a need for corporate access to up to date operation and management information relating to properties falling within its area of jurisdiction
- 1.2 AND WHEREAS the Client has appointed, through its Supply Chain Management process under Bid SCM 23/2012/13, the Service Provider for the Implementation of the OVVIO® Software System
- 1.3 AND WHEREAS the CLIENT requires software licensing and software data and support services for the continued use of the OVVIO® Software

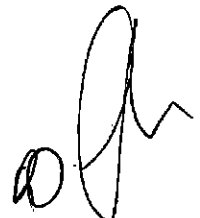
NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. DEFINITIONS

- 2.1 Definitions
 - a) **“the Agreement”** means this Agreement, all annexures and amendments thereto;
 - b) **“the Parties”** means the Client and the Service Provider;
 - c) **“the Service Provider”** refers to SETPLAN (Pty) Ltd
 - d) **“the Software”** refers to OVVIO® Software
 - e) **“working days”** will exclude Saturdays, Sundays and public holidays and will be calculated exclusive of the last day.
 - f) **“effective date”** being the date specified in Section 4.1
- 2.2 In this Agreement, except where the context otherwise requires:
 - a) the masculine includes the feminine regarding gender sensitivity;
 - b) the singular includes the plural;
 - c) any reference to natural persons includes created entities (incorporated or unincorporated);
 - d) the head notes to the clauses of this agreement are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate;
 - e) words and phrases defined in any clause shall bear the meanings assigned thereto;
 - f) the annexures to the agreement as well as any documentation pertaining to the agreement are deemed to be incorporated herein and form an integral part of this agreement;
 - g) the various parts of the agreement are severable and may be interpreted as such;
 - h) the expressions listed in one clause bear the meaning as assigned hereto and cognate expressions bear corresponding meanings;
 - i) the signatories on behalf of the parties warrant their authority to sign;
 - j) the rule of construction that in the event of ambiguity, the contract shall be interpreted against the party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement;
 - k) the termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such termination or which of necessity must continue to have effect after such termination, notwithstanding that the clauses themselves do not expressly provide for this;
 - l) if any provision in a definition is a substantive provision conferring rights and imposing obligations on any party, notwithstanding that it appears only in this interpretation clause, effect shall be given to it as if it were a substantive provision of this Agreement.

3. APPOINTMENT AND ACCEPTANCE

- 3.1 The Client hereby appoints the Service Provider to implement, license and support the software and execute the service(s) specified in this Agreement and the Service Provider accepts such appointment subject to the terms and conditions set out in this agreement.
- 3.2 Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the parties.



4. DURATION OF AGREEMENT

- 4.1 Notwithstanding the date of signature hereof this Agreement shall be deemed to have commenced on 1 July 2016 and shall proceed for a period of 36 months.
- 4.2 Subject to the terms of clauses 17 and 18 relating to breach and termination respectively, the terms of the Agreement will be from the date stipulated in clause 4.1 supra, unless extended in terms of clause 4.3.
- 4.3 The terms of Agreement may be extended as a result of bona fide negotiations between the parties. No extension of term shall be valid unless reduced to writing, signed by all parties and attached as **Annexure B** to this agreement.

5. RESPONSIBILITIES OF THE SERVICE PROVIDER

- 5.1 The Service Provider will Implement the Software as follows:

5.1.1 Software Implementation

- a) Installation of the OVVIO© Software on the Client's server.
- b) Provide a license to the Client for an instance of the OVVIO© software.
- c) Provide the Client with a URL to access their OVVIO© Software installation.
- d) Setup initial user accounts.
- e) Setup Billing System linkages based on billing system extracts provided by the Client.
- f) Setup the Deeds updating module based on Deeds Data and Windeed account credentials provided by the Client.
- g) Create a base valuation project for reference purposes (based on property valuation data provided by the Client).

5.1.2 Data items included in the OVVIO© Software installation:

- a) Cadastral data (as sourced from the Surveyor General's office)
- b) Scanned GPS's and Diagrams (as sourced from the Surveyor General's office)
- c) 20m and 5m contours (as sourced from Surveys and Mapping)
- d) Road lines (as sourced from Surveys and Mapping)
- e) Google Earth and Google Streets imagery.
- f) Municipal and Ward boundaries (as sourced from the Demarcation Board).
- g) Billing system information integration (based on valid billing system extracts provided by the Client).
- h) Integration of Bulk Deeds Office data (as provided by the Client in the original deeds office data format).

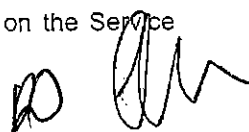
- 5.2 The Service Provider will provide Support for the Software after Software Implementation as follow:

5.2.1 Operational Support

- a) 'Operational Support' for users of the Client organisation in the use and operation of the Software.
- b) 'Operational Support' includes support for the correct functioning of the OVVIO Software as well as the day to day use of the functions of the Software by end users but does not include data analysis, data manipulation, data cleansing and integration services, data verification, map production, business process analysis and work flow compilation, data correction, additional software development, End User Training, IT hardware, networking and general IT software support as well as on-site support, travel and accommodation, backups, re-installation and restoring of the clients' instance of the OVVIO© Software and data.
- c) Operation Support will be provided through a Telephonic and Email based helpdesk facility which will be available during office hours (8:00-17:00 weekdays only).
- d) Software updates released during the period for which the Software has been licensed.
- e) Bi-annual cadastral information updates as sourced from the Surveyor General's Offices.
- f) Automated Deeds Data updates (frequency based on the Clients requirements and the provision of the Client's WinDeed credentials).
- g) All Operational Support services will be conducted remotely by the Service Provider.

5.2.2 Services Support

- a) 'Services Support' includes all support not included under 'Operational Support' as defined in Section 5.2.1.
- b) Services Support not specified in **Schedule A**, attached, will be billed monthly based on the Service Providers standard Tariff of Fees.



6. RESPONSIBILITIES OF THE CLIENT.

- 6.1 To ensure the successful implementation and operation of the Software the responsibilities of the Client are as follows:
 - a) Payment of the Service Provider for Software Implementation, Software License Fees and Services Support as and when provided.
 - b) Designate an officer (Designated Official) to co-ordinate the activities of the project;
 - c) Ensure that relevant information and documents are made available to the Service Provider whenever they are requested;
 - d) Ensure that the Service Provider is paid for the services rendered within thirty (30) days on receipt of a correct invoice from the Service Provider;
 - e) Provide suitable IT infrastructure / services for the successful installation and continuous operation of the Software
 - f) Enable remote access to the designated server on which the software is installed
 - g) Backup of the Software and the data contained therein

7. BUDGET AND PAYMENT CONSIDERATIONS

- 7.1 The budget items for the Software Implementation, Software License Fees and Software Services Support is listed in **Schedule A**, attached.
- 7.2 The budget amount listed in **Schedule A** are subject to annual escalation based on the CPIX index.
- 7.3 The total budget and implementation milestones for the Implementation, Licensing and Support of the Software is **R198 360.00**, VAT included (As outlined below and in **Schedule A**)

Month	Product / Output / Milestone	Amount
1	Software License (Year 1)	R66 120.00
11	Software License (Year 2)	R66 120.00
23	Software License (Year 3)	R66 120.00
TOTAL		R198 360.00

8. SOFTWARE LICENSE & LIMITED WARRANTY

- 8.1 The Software is proprietary software and the use thereof is on a license basis.
- 8.2 The Client is licensed for the OVVIO Modules as outlined in **Schedule A**, attached.
- 8.3 By installing, copying, or otherwise using the software, the Client agrees to be bound by all of the terms and conditions of the Software License as attached to this agreement as **Annexure A**.

9. CONFIDENTIALITY

- 9.1 Protect Good
 - 9.1.1 The Service Provider has developed or uses:
 - a) Names, goodwill, distinctive logos and identifying commercial symbols and designs, including the trademarks, copyrighted materials used in relation to the Brand and the Software, patents and any additional trademarks, trade names, service marks and other commercial symbols used in relation with its products ("the INTELLECTUAL PROPERTY");
 - b) Confidential information, programmes, devices, methods, techniques and processes that are not generally known to the public pertaining to the promotion, marketing, operation of its business and distribution of its products ("the CONFIDENTIAL INFORMATION").
- 9.2 Acknowledgment
 - 9.2.1 The Client acknowledges that, by virtue of its relationship with THE SERVICE PROVIDER, it will or may become possessed of, and will continue to acquire and have access to the INTELLECTUAL PROPERTY and CONFIDENTIAL INFORMATION which shall include but not be limited to the following matters:
 - a) Knowledge of and influence over customers and business associates;
 - b) The contractual arrangements between THE SERVICE PROVIDER and its business associates;
 - c) The financial details of THE SERVICE PROVIDER' relationship with its business associates;
 - d) The financial details (including credit and discount terms) relating to THE SERVICE PROVIDER' customers and suppliers;
 - e) Details of THE SERVICE PROVIDER' financial structure and operating results;

- f) Details of the remuneration paid by THE SERVICE PROVIDER to its various employees and their duties;
- g) Details of computer software and systems utilised by THE SERVICE PROVIDER;
- h) Details of the business structure and relationship between THE SERVICE PROVIDER and its clients;
- i) The pricing structure and product prices of THE SERVICE PROVIDER;
- j) Sales volumes and forecasts;
- k) Technical and production specifications of products sold by THE SERVICE PROVIDER;
- l) Strategic procurement projects;
- m) The matters which relate to the business of THE SERVICE PROVIDER in respect of which information is not readily available in the ordinary course of business to a competitor of THE SERVICE PROVIDER;
- n) Documents containing information generated by THE SERVICE PROVIDER, and in respect of which THE SERVICE PROVIDER has copyright.

9.3 Obligation of Confidentiality

9.3.1 In order to protect the CONFIDENTIAL INFORMATION, THE CLIENT undertakes that it will, with effect from the EFFECTIVE DATE:

- a) Not use or divulge, directly or indirectly; or disclose to others, except to the extent necessary to conduct the BUSINESS any of the CONFIDENTIAL INFORMATION;
- b) And against the termination of this Agreement surrender, on demand, any notice, instructions, memoranda or records relating to the CONFIDENTIAL INFORMATION and in the possession or under the control of THE CLIENT, whether contained in written documents, computer disks, tapes or any other electronic storage device;
- c) Not retain any copies of or extracts from such documentation or records.

9.3.2 THE SERVICE PROVIDER undertakes that it will, with effect from the EFFECTIVE DATE, keep strictly confidential, all confidential information and intellectual property of THE CLIENT that is disclosed to THE SERVICE PROVIDER as a result of this agreement.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Acknowledgment and Undertaking

- a) THE CLIENT acknowledges and recognizes:
 - i. The validity of THE SERVICE PROVIDERS' title and rights to the the SOFTWARE; and
 - ii. The importance of the SOFTWARE to the BUSINESS and the goodwill of THE SERVICE PROVIDER.
- b) THE CLIENT shall not:
 - i. Dispute the validity of the SOFTWARE or THE SERVICE PROVIDERS' rights thereto;
 - ii. Take any action that may impair THE SERVICE PROVIDERS' rights to the SOFTWARE;
 - iii. Directly or indirectly, seek to register any imitations or foreign translation of the SOFTWARE;
 - iv. Proceed to register any name which is similar to or an imitation or foreign translation of the SOFTWARE as a domain name or any other device or name which is used as part of or in connection with any website, e-mail address or in any way associated with the internet or electronic communication;
 - v. Link or frame, either by way of a hypertext reference link or any other electronic means, any website on the internet owned or controlled by the parties with that owned or controlled by the THE CLIENT;
 - vi. Incorporate, copy or reproduce any of the contents of an Internet Website owned by THE SERVICE PROVIDER or any of the SOFTWARE in any Internet Website owned or controlled by THE CLIENT by way of Meta Tagging or in any other way whatsoever;
 - vii. Modify, add to or omit any part or component of the SOFTWARE;
 - viii. Claim copyright or ownership in relation to any goods, services or material developed by THE CLIENT whilst providing the SERVICES;
 - ix. Use any of THE CLIENT' trademarks or trade names in conjunction with the SOFTWARE other than in accordance with the provisions of this agreement.

- 10.2 If THE CLIENT becomes aware of any action or potential trade practice which constitutes a threat to the INTELLECTUAL PROPERTY, then it shall:
- a) Immediately notify THE SERVICE PROVIDER in writing by providing full details of such threat;
 - b) Provide such assistance in confronting the threat as THE SERVICE PROVIDER may reasonably require, provided THE CLIENT shall not be obliged to disburse any funds in assisting THE SERVICE PROVIDER.
- 10.3 If reasonable grounds exist to believe that a breach of the provisions of this paragraph has occurred, or it is necessary to preserve the integrity of the SOFTWARE, THE SERVICE PROVIDER shall be entitled to:
- a) Request THE CLIENT to return all SOFTWARE in his or its possession or under the control of THE CLIENT to THE SERVICE PROVIDER;
 - b) Obtain such free and unrestricted access to THE CLIENT' personal and private assets, (including places of business and computer devices), as may reasonably be required for purposes of verifying that the provisions of this paragraph have not been violated;
 - c) For purposes of achieving the foregoing, THE CLIENT authorizes THE SERVICE PROVIDER to:
 - i. Enter upon or gain access to any premises occupied or controlled by THE CLIENT to search for and inspect any electronic device, storage mechanism or means of recording information or data which could contain the SOFTWARE;
 - ii. Copy, download or destroy any SOFTWARE found in the possession of THE CLIENT in conflict with the terms of this agreement;
 - iii. To the extent necessary approach and obtain any Order of Court authorizing the innocent party to enforce any of the rights granted to the parties to secure or protect the SOFTWARE.

11. NO AGENCY OR PARTNERSHIP

- 11.1 The relationship between the parties shall not imply any partnership in the legal sense, nor shall it constitute either party the agent or authorized representative of the other party.

12. ASSIGNMENT

- 12.1 Neither party shall be entitled to assign or transfer this Agreement, all or any of its rights and obligations hereunder, without prior written consent of the other party.
- 12.2 Each party warrants that it is acting as a principal agent and not as an agent for an undisclosed principal.

13. INDULGENCES

- 13.1 No extension of time, latitude or other indulgence without which may be given or allowed by either party to the other shall constitute a waiver to alteration of this Agreement, or affect such party's right, or prevent such party from strictly enforcing, due to some compliance with each and every provision of this Agreement.

14. THE EXERCISE OF THE REASONABLE SKILLS AND CARE

- 14.1 The Service Provider will perform its duties professionally and all work done will be of a professional standard.
- 14.2 If, for any reason, the Service Provider finds itself incapable of completing the services as agreed in terms of this Agreement, it will notify the Client within five (5) days, stating full reasons
- 14.3 The Service Provider shall ensure that a reasonable level of care and responsibility be exercised by all parties and individuals under its control when such parties or individuals are using property belonging to the Client in the performance of this contract and in general in the performance of the Service Provider's duties and obligations as stipulated in this Agreement.

15. FORCE MAJEURE

- 15.1 Force majeure shall be considered to be, if the performance of any obligation in terms of the Agreement is suspended or postponed by:
- 15.1.1 Strikes or lock-out or any combination therefore by employees or either of the parties;
 - 15.1.2 fire or accident on the premises of the Client or the Service Provider not occasioned by negligence on the part of either of the parties;
 - 15.1.3 war or civil commission;
 - 15.1.4 any cause, except as may be otherwise provided for in the agreement, beyond the reasonable control of either of the parties; and
 - 15.1.5 any act of God / nature.

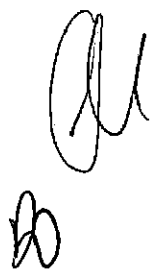
- 15.2 Should the completion of obligation be delayed as a result of force majeure, the party who is unable to perform its obligation shall, within twenty (20) days of occurrence of such force majeure, give notice thereof in writing to the other party and request an extension of time in which to comply with its obligation. On receipt of such notice and supporting particulars of the claim, the other party may, in writing grant an extension of time as may be justified.
- 15.3 The party who is incapable of performing its obligation shall not be liable for any such claim which the other party may have as a result of such obligation not being performed provided that the reason why it cannot perform its obligation is due to force majeure and provided further that the notice referred to in 14.2 has been duly delivered.
- 15.4 In the event of force majeure continuing for a period of twenty (20) days, either party shall be entitled to terminate the Agreement by written notice to the other party and without any party incurring any liability to the other party.

16. BREACH

- 16.1 If any party breaches any provision of this Agreement and remains in breach for 7 (SEVEN) days after written notice to that party requiring such party to rectify the breach or, if either party repudiates this Agreement, the other parties shall be entitled at that party's option to:
- 16.1.1 Sue for the immediate specific performance of any of the defaulting party's obligations under this Agreement, whether or not such obligation is then due or;
 - 16.1.2 Either as an alternative for a claim for specific performance or upon the abandonment of such claim, to cancel this Agreement. Written notice of such cancellation shall be given to the defaulting party and the cancellation shall take effect on the giving of that Notice.
- 16.2 The innocent party's remedies in terms of this clause are without prejudice to any other remedies to which the innocent party may be entitled in law.
- 16.3 Notwithstanding the provisions of 17.1 above, no party shall be entitled to cancel this Agreement on the grounds of a breach by another party unless the breach is a breach of a term which goes to the root of the contract.

17. TERMINATION OF AGREEMENT

- 17.1 The Client shall have the right to terminate the Agreement without prejudice to any of its other rights upon the occurrence of any of the following cases:
- 17.1.1 On commencement of any action for dissolution and/or liquidation of the Service Provider except for the purpose of the amalgamation or restructuring approved in advance by the Client;
 - 17.1.2 If the Service Provider receives a court order to be placed under judicial management or commence liquidation procedures that are not withdrawn within ten (10) days;
- 17.2 Both Parties have the right to postpone or terminate the whole or any part of the Agreement at any time, provided that in such an event a period of thirty (30) day's written notice, with reasons therefore, is given to the other Party.
- 17.3 The Service Provider shall receive remuneration for work completed (Services) and Software Implementation Fees and Software License Fees due for the Implementation and License period(s) of the Products implemented at the client as outlined in Annexure A
- 17.4 Termination of the Agreement will relieve the Client and the Service Provider of their respective obligations in terms of the Agreement.

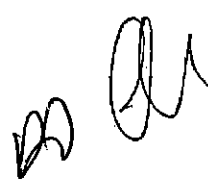
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18. DISPUTE RESOLUTION

- 18.1 Any dispute arising between the parties to this agreement relating to this agreement or its implementation shall be determined in terms of the provisions of this paragraph unless the parties to the dispute agree otherwise in writing.
- 18.2 If a dispute arises between the parties, any of the parties shall be entitled to require by written notice to the others, that the dispute be submitted to determination in terms of this paragraph.
- 18.3 The expert shall be a practicing attorney or advocate not less than ten years standing, appointed by the President for the time being of the South Eastern Cape Attorneys Association, or its successors (the "EXPERT").
- 18.4 The EXPERT shall act as an expert and not as an arbitrator.
- 18.5 The person or entity responsible for appointing the EXPERT shall endeavour to do so within 14 (FOURTEEN) days of receipt of a written request thereto from any of the parties to the dispute.
- 18.6 The EXPERT shall be entitled:
- 18.6.1 To specify the procedures that shall apply;
 - 18.6.2 To investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose shall have the widest powers of investigating all books and records of the parties;
 - 18.6.3 To interview and question under oath any of the parties at the instance of any of the parties to the dispute;
 - 18.6.4 To decide the dispute according to legal principles;
 - 18.6.5 To make such award, including an award for specific performance, issue an interdict, award damages or impose a penalty or otherwise as he in his discretion may deem fit and appropriate;
 - 18.6.6 To determine which party shall be liable for his charges;
 - 18.6.7 To require security for his charges prior to proceeding with the determination of the dispute, and to determine the manner in which and the party by whom such security shall be posted, after considering written representations from all parties to the dispute.
- 18.7 The determination shall be held as soon as possible after it is demanded with a view to it being completed within 30 (THIRTY) days after such demand.
- 18.8 Any determination made by the EXPERT:
- 18.8.1 Shall be final and binding;
 - 18.8.2 Will be carried into effect, and
 - 18.8.3 May be made an Order of any Court to whose jurisdiction the parties are subject.
- 18.9 The determination shall be held in Port Elizabeth in accordance with such formalities and/or procedures as may be determined by the EXPERT, and may be held in an informal and summary manner.
- 18.10 This paragraph constitutes an irrevocable consent by the parties to this agreement to any proceedings in terms hereof.
- 18.11 This paragraph is severable from the rest of this agreement and shall remain in effect even if this agreement is terminated for whatsoever reason.
- 18.12 This paragraph shall not prevent any party from seeking urgent interim relief in a Court of Law which has jurisdiction over the dispute.

19. GENERAL

- 19.1 This is the entire Agreement between the parties and may only be amended in writing and duly signed by both parties. The parties shall not be bound to any representation, undertaking or agreement unless accepted in writing by the parties.
- 19.2 The Agreement shall be governed by, construed and interpreted according to the law of the Republic of South Africa.
- 19.3 The parties agree that the Magistrate Courts of the Province of the Eastern Cape shall have jurisdiction in respect of any matter arising from this Agreement, subject to the provisions of clause 19 relating to dispute resolutions.
- 19.4 No waiver on the part of either party of any rights arising from the breach of the provisions of this Agreement will constitute a waiver of such rights in respect of any subsequent breach of the same or other provision.
- 19.5 This Agreement shall also be binding if each party has signed a separate copy. A telefaxed or emailed copy may constitute proof of signature



20. DOMICILIUM CITANDI ET EXECUTANDI

20.1 The parties hereby choose as their respective domicilium citandi et executandi for all purposes of this agreement as follows:

20.1.1 The Service Provider at:

SETPLAN (Pty) Ltd
40 Bird Street
Central
Port Elizabeth
6006
Fax: 041 585 1763

20.1.2 The Client at:

01 Dirkie Uys Street (Address)

Bredasdorp (Address)

_____ (Address)

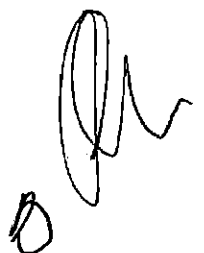
7280 (Code)

Fax: 028 -4251019

- 20.2 Either party shall be entitled to nominate an address in substitution for an address set out above at any time by giving the other party hereto 21 (TWENTY ONE) days' written notice of such change of address.
- 20.3 Any notice to be given in terms hereof shall be given by delivery thereof by hand to the hand delivery address above provided for the addressee, or by posting by registered mail to the address above provided for the addressee.
- 20.4 Any notice or letter posted by registered mail to the address above provided for shall be deemed to have been received 5 (FIVE) days after the date of posting thereof.

21. SIGNATURE OF COPIES

- 21.1 This Agreement shall also be binding if each party has signed a separate copy.
- 21.2 A telefaxed or emailed copy may constitute proof of signature.



22. SIGNATURES

FOR THE SERVICE PROVIDER

THUS DONE AND SIGNED AT font Elizabeth ON THIS
11th DAY OF May 2016

Carel Olivier
Full Name (Director)

[Signature]
Signature (Director)

[Signature]
Witness 1

[Signature]
Witness 2

FOR THE CLIENT

THUS DONE AND SIGNED AT Bredasdorp ON THIS
12th DAY OF May 2016

DGI O'NEILL
Full Name (Municipal Manager)

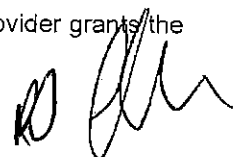
[Signature]
Signature (Municipal Manager)

[Signature]
Witness 1

[Signature]
Witness 2

Annexure A: OVVIO Software License

- a) This Annexure forms an integral part of the Agreement between the Parties as defined in clause 2
- b) The Software is proprietary software and the use thereof is on a license basis.
- c) By installing, copying, or otherwise using the software, the Client agrees to be bound by all of the terms and conditions of the Software license.
- e) The Software is owned by the Service Provider and is protected by copyright law and international copyright treaty. Except as provided in this Agreement, the Client may not transfer, rent, lease, lend, sell, copy, modify, translate, sublicense, time-share or electronically transmit or receive the Software, media or documentation. The Client acknowledge that the Software in source code form remains a confidential trade secret of the Service Provider and therefore the Client agrees not to modify the Software or attempt to decipher, decompile, disassemble or reverse engineer the Software, except to the extent applicable laws specifically prohibit such restriction. If you, as the Client, purchased the License as an upgrade, it constitutes a single product together with the product that you upgraded, and may not be used to increase the total number of properties and/or valuations licensed in terms of the Software License. The Client may use the upgraded product only in accordance with this License Agreement and may not transfer the License or the upgraded product unless they are transferred together as a single product. The Client must provide safeguards to ensure that the number of properties and/or valuations does not exceed the numbers licensed in terms of the Software License.
- f) Limited warranty: The Service Provider warrants that the Software, as updated and when properly used, will perform substantially in accordance with its accompanying documentation and the Software media will be free from defects in materials and workmanship, for a period of thirty (30) days from the date of receipt. Any implied warranties on the Software are limited to thirty (30) days. The Service Provider and its suppliers' entire liability and your exclusive remedy shall be, at the Service Provider's option, either (a) return of the price paid, or (b) repair or replacement of the Software that does not meet the Limited Warranty and which is returned to the Service Provider with a copy of your receipt. This Limited Warranty is void if the Software fails as a result of accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.
- g) To the maximum extent permitted by applicable law, the Service Provider disclaims all other warranties, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, non-infringement or title, with regard to the Software and the accompanying documentation. To the maximum extent permitted by applicable law, in no event shall the service provider or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this software product, even if the service provider has been advised of the possibility of such damages. In any case, the service provider's entire liability under any provision of this license agreement shall be limited to the greater of the amount actually paid by you for the software product or ZAR250.
- h) High risk activities: The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Service Provider and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.
- i) Service Provider reserves all rights not specifically granted in this Agreement.
- j) Third party software: The Software includes either the whole of or portions of various open source products distributed under various open source license agreements.
- k) Third party data and services: The Software incorporates linkages to third party data services, including but not limited to Google, Windeed, SID, Sendmode, Clickatell, SMSportal etc. The Service Provider provides no warranty with regard to the service availability and data accuracy of the data provided by third party providers. Data costs, usage and license fees relating to third party providers remain the responsibility of the Client.
- l) The Service Provider makes no warranty of any kind, expressed or implied, with regard to the quality and accuracy of the data loaded into the Software and shall not be held liable in any event for any incidental or consequential damages in connection with or arising out of the use or the loss of the data contained in and provided with the Software.
- m) The Service Provider makes no warranty with regard to the operating speed of the Software, this being governed by the Client's operating environment (IT Infrastructure).
- n) Unless otherwise specified the use of the Software is subject to the payment of Software License Fees as outlined in **Schedule A**, attached.
- o) Upon the Clients' acceptance of the terms and conditions of this Agreement, the Service Provider grants the Client the right to use the Software Modules as outlined in **Schedule A**, attached



Annexure B: Extension of SLA

1. As provided by Section 4.3 the Parties agree to extend the Agreement with a period of _____ months
2. Notwithstanding the date of signature this amendment shall be deemed to have commenced on _____ 20____

SERVICE PROVIDER	CLIENT
Name:	Name:
Surname:	Surname:
Position:	Position:
Signature:	Signature:
Date:	Date:
Signature (Witness):	Signature (Witness):

B Ph

Schedule A

Item Description	Nr of Units			Implementation		Software License		Services Support	
	Land Parcels	Project Items	Asset Items	Fee (ex VAT)	Period	Fee (ex VAT)	Period	Fee (ex VAT)	Period
OVVIO geo Module	14 500					R108 750	01.07.2016 to 30.06.2019		
OVVIO planning Module	14 500					R65 250	01.07.2016 to 30.06.2019		

- **Item Description:** A description of the OVVIO Module or Services Support provided / licensed
- **Nr of Units:** The number of Units an OVVIO Module is licensed for
- **Implementation Fees:** The once-off Implementation Fee associated with the deployment of an OVVIO Module (excl VAT). This includes services such as training, data integration etc.
- **Implementation Period:** The period during which the OVVIO Module is deployed and the necessary services provided.
- **Software License Fees:** The License Fee associated with a License Period (excl VAT)
- **Software License Period:** The period, after the Implementation Period, for which a Product is licensed
- **Services Support Fees:** The Fees associated with Services Support required by the client (excl VAT)
- **Services Support Period:** The Period for which Services Support is required

Notes:

- Depending on the scope of services required during Implementation the Implementation Period can overlap with the License Period
- Services Support relate to support falling outside the scope of Operational Support
- 'Operational Support' includes support for the correct functioning of the OVVIO Software as well as the day to day use of the functions of the Software by end users but does not include data analysis, data manipulation, data cleansing and integration services; data verification, map production, business process analysis and work flow compilation, data correction, additional software development, End User Training, IT hardware, networking and general IT software support as well as on-site support, travel and accommodation, backups, re-installation and restoring of the clients' instance of the OVVIO® Software and data.
- All "Operation Support" is conducted remotely
- Services Support not specified in Schedule A is billed monthly based on the Service Providers standard Tariff of Fees.