

Service Level Agreement

Between

CAPE AGULHAS MUNICIPALITY

Of

PO Box 51

1 Dirkie Uys Street

Bredasdorp

7280

(Hereinafter referred to as "MUNICIPALITY")

And

ONTEC SYSTEMS (PTY) LTD

Registration Number 1999/017764/07

of

2nd floor, Tygerberg House, Tygerberg Office Park,

163 Uys Krige Drive, Platteklouf, 7500, South Africa

(Hereinafter referred to as "ONTEC")



WHEREAS MUNICIPALITY is a Local Municipality situated within the Overberg District.

AND WHEREAS ONTEC is a private company and it provides energy, gas and water metering, prepaid, engineering, management and specialist technical services for public and private sector clients globally; and in particular, ONTEC has the ability to provide the separate metered readings required by the MUNICIPALITY pursuant to the Service Agreement on the terms and subject to the conditions contained in this Agreement ("**Service**"), which Service will enable Permitted Users to access and use the Energy Web Portal via the internet;

AND WHEREAS pursuant to the Service Agreement, ONTEC is required to provide to Industrial, Commercial and Residential clients certain utility management services, which electrical power is to be metered separately by a kilowatt-hour meter installed by ONTEC or an independent third-party metering company;

AND WHEREAS MUNICIPALITY wishes to appoint ONTEC, and ONTEC agrees to render to the MUNICIPALITY the Service on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise indicates—

"**ONTEC**" means ONTEC Group Proprietary Limited: Registration Number: 1999/017764/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa;

"**Agreement**" means this agreement, comprising all the parts and schedules attached hereto or referred to in the agreement, together with all changes, control notes and other amendments executed by the Parties in writing and signed by both Parties;

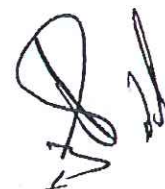
"**Application Service**" means the provision by ONTEC of access to and use of the Software via the Website to the Permitted Users on the terms contained in this Agreement, which Application Service is described in further detail in Schedule B.

"**Base Functionality**" means the functionality of the Application Service as described in Schedules D and E;

"**Commencement Date**" means, notwithstanding the Signature Date, 1st of January 2020;

"**Billing month**" means from the first of each month to the last day of each month, or a full calendar month;

"**BO**" means the *Head End System* located at the Service Provider's premises hosting the Application Service and running the data collection services forming part of the Application Service and the Service;



"Intellectual Property Right" means any copyright, trade and business names, designs, trademarks, patents, trade secrets, or confidential or other proprietary information and all other intellectual property rights;

"Software" means the software applications, being the web based software application which collects, formats, and presents energy data and can be accessed by a Permitted User via the Website, including where applicable any Upgrade or Update, which software is more fully detailed in Schedules D and E hereto;

"Meter(s) Installed" means the meter(s) installed on the MUNICIPALITY's premises and in respect of which the Service will be provided by ONTEC on the terms contained in this Agreement;

"Monthly Service Charge" means the monthly service charges payable by the MUNICIPALITY in consideration for the Application Service and the Service as contemplated in clause 4;

"Parties" means the MUNICIPALITY and ONTEC and **"Party"** means, as the context requires, any one of them;

"Permitted User" means the MUNICIPALITY and the MUNICIPALITY's designated Personnel and Clients;

"Personnel" means any employee, agent, service provider, sub-contractor or other representative of the Parties;

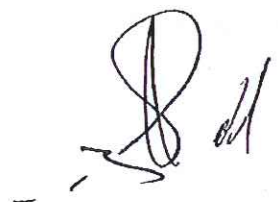
"Services" means the services to be provided by ONTEC to the MUNICIPALITY in terms of the Agreement, being the provision of power metering services through the use of the Meter(s) Installed to enable the MUNICIPALITY to comply with its obligations under the Supply Agreement and which power metering service shall include data collection and the provision by ONTEC of the Application Service;

"Signature Date" means the date of the last signature to this Agreement;

"Updates" means new versions, including maintenance releases, and localisations and translations thereof, of the Software that contain bug fixes, error corrections and minor enhancements. Updates shall be characterized by a change in the digits to the right of the decimal point in the version number (Example: v1.0 to v1.1);

"Upgrades" means new versions of the Software that contain major enhancements and significant new functionality and any related documentation. The end-user will need specific notification of any upgrades performed on the system with specific understanding on critical changes. Upgrades shall be characterized by a change in the digits to the left of the decimal point in the version number (Example: v1.1 to v2.0);

"Website" means the Internet site at such domain address as is notified in writing by ONTEC to the MUNICIPALITY from time to time, which website contains the



Software and will enable Permitted Users to access and/or use the data collected in respect of the meter readings – www.ONTEC.liveweb.co.za;



"VAT" means value added tax as provided for in the Value Added Tax Act, 1991 and any other tax of a similar nature;

"Working Days" means any day, other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

- 1.2 In the Agreement, unless the context otherwise indicates—
- (a) The masculine includes the feminine;
 - (b) The singular includes the plural; and
 - (c) Any reference to 'person' includes a juristic and natural person.
- 1.3 The head notes to the clauses of the Agreement are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
- 1.4 In the event of a conflict between any provision of this Agreement and any schedule thereto, the Parties accept and agree that the provision which, in the sole opinion of the MUNICIPALITY is favourable to it, shall be acceptable as the prevailing and applicable provision.
- 1.5 If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of this Agreement.



- 1.6 Any number of days prescribed in this Agreement excludes the first day and includes the last day and any relevant action or notice may be validly done or given on the last day.
- 1.7 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Working Day, that day will be the next Working Day.
- 1.8 The words "including" and "in particular" are without limitation.
- 1.9 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the Party responsible for the drafting of the contract does not apply.

2. APPOINTMENT

The MUNICIPALITY hereby appoints ONTEC, who hereby accepts the appointment, to provide the Service on the terms and subject to the conditions contained in this Agreement.

3. COMMENCEMENT AND DURATION OF AGREEMENT

- 3.1 Subject to the provisions of clause 1.1 this Agreement shall commence upon signature date and endure for a period of (12) twelve months ("Initial Term"), where after the MUNICIPALITY shall be entitled upon (30) days' notice to renew this Agreement for further consecutive periods of (12) twelve months' subject to an annual escalation rate, which escalation rate shall be calculated by reference to the official or headline inflation defined as the Consumer Price Index ("CPI") for metropolitan areas-all items as published by Statistics South Africa or its successor provided that if publication of the CPI ceases at any time, a substitute index shall be applied which substitute index shall be an index which reflects the general rate of inflation in the Republic of South Africa.
- 3.2 The Parties acknowledge that the MUNICIPALITY is entering into this Agreement pursuant to its obligations under the Service Agreement. Accordingly, in the event that the Service Agreement terminates at any time for whatsoever reason, the MUNICIPALITY shall be entitled on (90) ninety days' written notice to ONTEC to terminate this Agreement.

4. MONTHLY SERVICE CHARGE & PAYMENT STRUCTURE

- 4.1 The Monthly Service Charge payable by the MUNICIPALITY to ONTEC in consideration for the Service is based on the number of feeders/meters installed.



- 4.2 ONTEC shall provide the MUNICIPALITY with a valid tax invoice monthly in advance reflecting the Monthly Service Charge payable by the MUNICIPALITY within (10) ten days of receipt thereof by the MUNICIPALITY.
- 4.3 All payments in terms of this Agreement shall be made by way of electronic funds transfer into the bank account of ONTEC as reflected in the relevant tax invoice.

5. OBLIGATIONS OF ONTEC

- 5.1 Provide each Permitted User with a designated email address and password to enable the Permitted User to access and/or use the Website at any time;
- 5.2 Provide the MUNICIPALITY with such other data reports and summaries in relation to the meter readings as may be required by the MUNICIPALITY from time to time;
- 5.3 Carry out the services with diligence in terms of the provisions of this Agreement, observe any applicable laws, regulations and instructions;
- 5.4 Be required from time to time, alone or together with the MUNICIPALITY, to interact with the relevant Provincial and/or National Department or any other institution or organ of state as may be necessary;
- 5.5 During subsistence of this Agreement, provide adequate support and technical back up, including, without limitation, specialist feedback on meter readings and meter reading queries for the performance of its obligations under this Agreement;
- 5.6 Deliver to the MUNICIPALITY, monthly reports or as may be required by the MUNICIPALITY from time to time on the progress and overall performance of its obligations under this Agreement;
- 5.7 At its own cost, take out and maintain a public liability and employer liability insurance in the amount set out in the tender or as may be agreed upon by the Parties upon signing of this Agreement and shall furnish full particulars of such insurance policies to the MUNICIPALITY. In the event that no amount has been agreed upon, ONTEC shall ensure and take adequate cover to settle any claim that may be instituted or preferred against the MUNICIPALITY, emanating directly or indirectly from this Agreement or the work performed by ONTEC under this Agreement;
- 5.8 At own cost, take out and maintain the relevant insurance for all machinery and / or equipment of ONTEC, required for performance of its obligations under this Agreement;
- 5.9 Not transfer, assign, cede or sublet this Agreement or obligations under this Agreement to any other party without having obtained the written permission of the MUNICIPALITY;



- 5.10 Ensure that the person or persons who provide the Service under this Agreement are suitably qualified, experienced and able to carry out the work required.

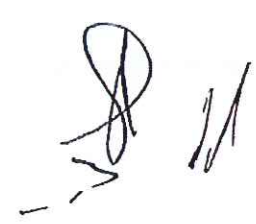
6. ACCURACY OF DATA

In the event that the MUNICIPALITY notifies ONTEC of a dispute in relation to the accuracy of the data and/or meter readings:

- 6.1 ONTEC shall upon demand in writing from the MUNICIPALITY, install a data logger to confirm the meter readings in question, which data logger shall be installed by ONTEC within 10 Business Days of receipt of notice of dispute and the ONTEC shall be required to provide the MUNICIPALITY with a data verification report within 10 Business Days of installation; or
- 6.2 The MUNICIPALITY shall be entitled at its sole discretion to appoint an independent third-party metering company to confirm and verify such meter readings in question.

7. LIMITATION OF LIABILITY

- 7.1 Neither Party shall have any claim against the other in respect of any loss, claim, action damage or expense suffered or sustained by the other pursuant to breach by that Party of its obligations under this Agreement, unless such loss, claim, action, damage or expense arises out of the negligence, or wilful conduct on the part of the Service Provider.
- 7.2 Without prejudice to any rights of the MUNICIPALITY arising from any of the provisions of this Agreement, ONTEC indemnifies and holds the MUNICIPALITY harmless against all loss, liability damage, cost and/or expense which the MUNICIPALITY may incur arising directly or indirectly from or in relation to:
- 7.2.1 any breach by ONTEC of the provisions of this Agreement; and
- 7.2.2 any infringement of any existing patent, copyright, trademarks or other intellectual property right in relation to the Service.
- 7.3 In the event of any claim instituted against either one of the Parties, individually or collectively, the Party which has received a letter of demand, summons, motion proceedings or any papers instituting a civil or criminal claim, shall without delay inform the other. In the case of the Service Provider, the claim shall further be submitted to its insurer for it to be settled as provided for in this Agreement. Nothing contained in this clause shall relieve ONTEC of any of its obligations under this Agreement including without limitation its obligations under this clause 7.



8. BREACH

- 8.1 If ONTEC breaches any of the provisions of this Agreement, ONTEC shall be required, if capable of remedy, to remedy such breach within (4) four Business Days from the date of receipt of written notice from the MUNICIPALITY to that effect or within such longer period of time as the MUNICIPALITY may specify in the notice. If ONTEC fails to comply with the notice, the MUNICIPALITY shall be entitled to:
- 8.1.1 claim immediate performance by ONTEC of all of ONTEC's obligations that are due for performance;
 - 8.1.2 Immediately cancel this Agreement upon written notice to ONTEC where the breach constitutes a material breach,
 - 8.1.3 In either event without prejudice to the MUNICIPALITY's right to claim damages or to exercise any other rights that the MUNICIPALITY may have under this Agreement or in law.
- 8.2 Without detracting from the provisions of clause 8.1, the MUNICIPALITY may summarily cancel this Agreement at any time by giving to ONTEC written notice of the cancellation if ONTEC commits a material breach of this Agreement which cannot be remedied.
- 8.3 If the MUNICIPALITY breaches any of the provisions of this Agreement, the MUNICIPALITY shall be required, if capable of remedy, to remedy such breach within (10) ten Business Days from the date of receipt of written notice from ONTEC to that effect or within such longer period of time as ONTEC may specify in the notice. If the MUNICIPALITY fails to comply with the notice, ONTEC shall be entitled, without prejudice to ONTEC's right to claim damages or to exercise any other rights that ONTEC may have under this Agreement or in law, to claim immediate payment or performance by the MUNICIPALITY of all of the MUNICIPALITY's obligations that are due for performance.
- 8.4 Any cancellation is without prejudice to any claim that either Party may have in respect of any breach of the terms and conditions of this Agreement by the other Party arising prior to the date of cancellation.

9. CONFIDENTIALITY

- 9.1 ONTEC shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to:
- 9.1.1 the provisions of this Agreement;
 - 9.1.2 the negotiations relating to this Agreement;
 - 9.1.3 the subject matter of this Agreement;



- 9.1.4 any information provided in terms of this Agreement or for purposes of the transactions contemplated in this Agreement; and/or
- 9.1.5 the MUNICIPALITY.
- 9.2 ONTEC may disclose information which would otherwise be confidential if and to the extent:
 - 9.2.1 required by law;
 - 9.2.2 required by any securities exchange or regulatory or governmental body to which either Party is subject, wherever situated, whether or not the requirement for information has the force of law;
 - 9.2.3 required to vest the full benefit of this Agreement in either of the Parties;
 - 9.2.4 disclosed to the professional advisers, auditors and bankers of either Party;
 - 9.2.5 the information has come into the public domain through no fault of ONTEC;
 - 9.2.6 The MUNICIPALITY has given prior written approval to the disclosure provided that any information so disclosed shall be disclosed only after notification to the MUNICIPALITY.


10. GOOD FAITH AND REASONABLENESS

In their dealings with each other for purposes of the Agreement, the Parties—

- (a) Undertake to act in good faith and reasonably; and
- (b) Warrant that they shall not do anything or shall refrain from doing anything that might prejudice or detract from the rights or obligations of each other.

11. CONFLICT OF INTEREST

- 11.1 Neither ONTEC nor their personnel shall engage in any activity which conflict with or could potentially conflict with the Services to be provided in terms of the Agreement.
- 11.2 ONTEC shall notify the MUNICIPALITY immediately of any activities or circumstances which give rise to or could potentially give rise to such conflict of interest and shall inform the MUNICIPALITY how ONTEC intends dealing with such conflict.



12. FORCE MAJEURE

- 12.1 *Force majeure* shall be considered to be circumstances where the performance of any obligation in terms of the Agreement are suspended or postponed by-
- (a) Strikes or lock-outs or any combination thereof by employees of either of the Parties;
 - (b) War or civil commotion;
 - (c) Any cause, except as may otherwise be provided for in the Agreement, beyond the reasonable control of either of the Parties; and
 - (d) Any natural disaster.
- 12.2 If the completion of any obligation be delayed as a result of force majeure, the Party who is unable to perform its obligation shall, within 7 working days of the 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.
- 12.3 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 12.2 has been duly delivered.
- 12.4 In the event of force majeure continuing for a period of 14 working days after an extension to perform has been granted by the MUNICIPALITY or ONTEC is unable to perform, the MUNICIPALITY alone shall be entitled to terminate the Agreement by written notice to ONTEC without incurring any liability to ONTEC.
- 12.5 Nothing contained in this clause 12 shall derogate from the ONTEC's obligations under Schedule B.

13. TERMINATION

- 13.1 In addition to other remedies and without prejudice to any of its rights provided for in this Agreement or in law, the MUNICIPALITY may terminate this Agreement upon the occurrence of any of the following:
- (a) On commencement of any action for the dissolution and/or liquidation of ONTEC, except for purposes of an amalgamation or restructuring approved in advance by the MUNICIPALITY;
 - (c) ONTEC receives a court order to be placed under judicial management or to commence liquidation procedures that is not withdrawn or struck out within five working days;



- (d) ONTEC informs the MUNICIPALITY that it intends to cease performing its obligations in terms of the Agreement;
 - (e) ONTEC informs the MUNICIPALITY that it is incapable of completing its obligations under this Agreement;
 - (f) Subject to the provisions of clause 3.3, the termination of the Service Agreement at any time for whatsoever reason.
- 13.2 ONTEC shall receive remuneration for the services provided to the satisfaction of the MUNICIPALITY up to the date of any of the occurrence stated in Clause 13.1 of this Agreement.
- 13.3 Termination of the Agreement shall relieve the MUNICIPALITY and ONTEC of their respective obligations in terms of the Agreement. Notwithstanding such relief, the MUNICIPALITY shall be entitled without prejudice to any other rights it may have under this Agreement, law or otherwise, to recover any damages suffered as a result of such termination.
- 13.4 ONTEC shall not be entitled to advance a right of retention or any similar right if the Agreement is terminated in terms of any provision of this Agreement or by operation of law or any other circumstances.

14. WHOLE AGREEMENT & OTHERS

- 14.1 This Agreement constitutes the entire agreement between the Parties and it is acknowledged by the Parties that no warranties or representations of whatsoever nature by or on behalf of either Party have been made except as recorded in this Agreement.
- 14.2 No variation of this agreement shall be of any force and effect unless reduced to writing and signed by both Parties.
- 14.3 No relaxation or indulgence which any Party may show to the other shall in any way prejudice or be deemed to be a waiver of its/their rights hereunder.
- 14.4 A Party may not cede any right or obligation in terms of this Agreement to another person without the other Party's written consent.
- 14.5 If any provision of this Agreement is or becomes invalid or unenforceable, such provision shall be divisible and be regarded as *pro non scripto* and the remainder of the Agreement shall be regarded as valid and binding unless materially affected.
- 14.6 The Parties confirm that their representative signing this Agreement on their behalf are duly authorised and this Agreement shall be binding upon the signature of both Parties.



15. APPLICABLE LAW

This Agreement is governed by South African law.

16. DOMICILIUM CITANDI ET EXECUTANDI

16.1 The MUNICIPALITY chooses as its *domicilium citandi et executandi*:

PO BOX 51
1 DIRKIE UYS STREET
BREDASDORP
7280

Marked for the attention of:

Stephen Cooper
Manager: Electricity Services

16.2 ONTEC chooses as its *domicilium citandi et executandi*:

ONTEC SYSTEMS (PTY) LTD
2ND FLOOR, TYGERBERG HOUSE
TYGERBERG OFFICE PARK
163 UYS KRIGE DRIVE
PLATTEKLOOF, 7500

Marked for the attention of:

Marcello Lawrence
Business Development Manager

16.3 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its *domicilium citandi et executandi* to another physical address.

16.4 Any notice in terms of the Agreement shall either be—

- (a) delivered by hand during normal business hours of the recipient; or
- (b) sent by prepaid registered post to the address chosen by the addressee.

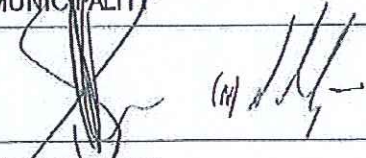
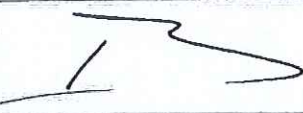
16.5 A notice in terms of the Agreement shall be considered to be duly received if—

- (a) hand-delivered on the date of delivery;



(b) sent by registered post as indicated in clause 17.4(b), 10 days after the date it was posted, unless the contrary is proved.

16.6 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

	CAPE AGULHAS LOCAL MUNICIPALITY	ONTEC SYSTEMS (PTY) LTD
Signature		
Name	Stephen Cooper	Mr. Damian Padachi
Title	Manager: Electricity Services	Chief Executive Officer
Date	2019/12/18	2020/01/06
Registered Office Address	1 Dirkie Uys Street Bredasdorp	Tygerberg Park, 163 Uys Krige Drive, Platteklouf, Western Cape, 7500; PO Box 4059, Tygervalley, 7536
Notice Address	Municipal Manager Cape Agulhas Local Municipality PO Box 51 1 Dirkie Uys Street Bredasdorp 7280	Same as above.
Registered nr / Registered capital		1999/17764/07



SCHEDULE A – MONTHLY AND ADDITIONAL SERVICE CHARGES AND PAYMENT TERMS

A.1. Annual Service Charge (BO Running Costs)

(a) The MUNICIPALITY shall pay to ONTEC a Monthly Service Charge at the rate as follows:

BO AMR COSTING FOR PMD - ENERGYBOOK/ FACILITY BOOK

DESCRIPTION	CODE	UNIT PRICE	UNIT
MONTHLY BO/AMR SUBSCRIPTION FEE			
Hosted Online AMI / AMR System		R 200.00	per meter
Hosted Oracle Relational Database			
Scheduling and reading of all smart meters			
APN - Management			
Slim Card for Automatic Meter Reading AMR 24/7/365 with web portal – C&I Meters – Three Phase direct or CT			

³ Additional fee for standard AMR with Web Portal & Load Profile Dashboard – COMBO option

- (b) The access, service and use charge referred to in 1 (a) above includes all meter communication costs which shall be the sole responsibility of ONTEC for 24/7 data collection on an hourly basis on General Packet Radio Service (GPRS) – ONTEC's Access Point Name (APN) Network or where applicable the ontec.co.za APN will be included in negotiated price of schedule 1 as per system design and layout.
- (c) The above Monthly Service Charge includes email notifications to be implemented to enhance the service delivery and information required.
- (d) The MUNICIPALITY shall pay to ONTEC a monthly base access, service and use charge in respect of the Base Functionality and Services at sliding scale rates as per Schedule 1 (plus VAT) per POM (Point of Measurement) – no. of meters on AMR, i.e. in relation to which energy consumption data, load profiling data and billing data is available via the Application Service or a meter/site/facility connected to the Application Service with an open data stream or client term - BO Costs).
- (e) The above monthly base access, service and use charges apply to all Permitted Users for the right to use and access the Base Functionality. The data can be available to the consumer via the Web Portal and all data will be available for the MUNICIPALITY's Financial and Electricity Department.
- (f) Service and maintenance of all Software included with web service for customers – ENERGY BOOK and FACILITY BOOK.
- (g) Service will be rendered and data will be hosted from a Data Centre, with secured internal data back-up replication services.



(h) ONTEC will monitor the Asset Health and BO Infrastructure for optimal performance at all times, 24/7.

A.2. Payment Terms

- ▶ Invoice Date on Monthly Service Charge: First day of each month
- ▶ Invoice Date of new AMR Integration costs: Last day of each calendar month
- ▶ Payment Dates: within 30 days from the date of the invoice to which the payment relates.
- ▶ Payment method: Direct credit / EFT into the Service Provider's nominated bank account.
- ▶ All Pricing is Exclusive of VAT and subject to the percentage VAT payable at the time of invoice
- ▶ Delay in payment: will lead to interest been charged at prime +2% per annum



SCHEDULE B – APPLICATION SERVICE (HOSTING)

B.1. Application Service

The Application Service to be provided by ONTEC is to enable the MUNICIPALITY and Permitted Users to access and use the Software via the Website (currently www.ONTEC.liveview.co.za). Subject to the terms of this Agreement, all Permitted Users are entitled to access and use the Base Functionality.

The Service Provider shall provide the Application Service in accordance with the requirements specified below:

Contingency, Backup and Disaster Recovery

- ▶ Offsite backup of data and application.
- ▶ System availability within 10 hours following a loss of production environment.
- ▶ Site relocation following a force majeure event (as defined in clause 12) within 6 days.

Service Levels

ONTEC will use reasonable endeavours to ensure that the Application Service will have an availability of 98% or greater, 24 hours a day, 7 days a week.

- ▶ Exclusions to the availability are:
 - (i) network failures, external to ONTEC subject to the ONTEC's obligation to use its best endeavours to mitigate any detrimental effects such network failure may have on the MUNICIPALITY and its compliance with its obligations under the Supply Agreement; without derogating from ONTEC's obligations under clause 12 (*Force Majeure*) or above in respect of its obligation to relocate the site in the event of force majeure, force majeure, provided that in such circumstances ONTEC will use all reasonable endeavours to ensure suspensions or restrictions are minimal and/or take place outside normal business hours. When the Application Service and/or the Service is suspended pursuant to force majeure as contemplated in clause 12, ONTEC will use its reasonable efforts to reinstate the Application Service and/or the Service, as the case may be, as soon as is reasonable in the circumstances.

Security

- ▶ ONTEC will ensure that all external access to any part of the Application Service must traverse appropriate secure gateways, including:
 - (a) strong firewalling;
 - (b) Transport Layer Security (TLS) (its predecessor being, Secure Sockets Layer (SSL)) connection termination for web browser connections; and



SCHEDULE C – SUPPORT SERVICES

C.1. Ongoing support:

C.1.1 ONTEC will use to correct any material errors, bugs, worms, viruses or faults in the Software that ONTEC and/or the MUNICIPALITY encounters in its use of the Service.

C.1.2 ONTEC shall from time to time advise the MUNICIPALITY in writing of its timetable for the completion of, and the content of, planned Upgrades and Updates. ONTEC shall use to meet that timetable, but shall not be in breach of this Agreement if it fails to do so for any reason.

C.1.3 ONTEC will provide Application Service support assistance in accordance with the timeframes set out in the following table.

Priority 1

Critical – entire application down, severely affected or at high risk, whole modules not available, cannot conduct business, loss of operations, continual failures or interrupts, data corruption

Acknowledgement:

Call reference, priority, manager and strategy within 4 hours, update within 10 hours. Resolution takes priority over ALL other business requirements.

Target Resolution within 72 business hours

Priority 2

Major – application is interrupted with risk of recurrence, some impact to the business or performance degradation, intermittent failures or interrupts

Acknowledgement:

Call reference, priority, manager and strategy within 4 hours, update within 12 hours.

Target Resolution within 72 business hours

Priority 3

Minor – problem encountered, irritant, minimal impact to business operation, localised impact, operational nuisance

Acknowledgement:

Call reference, priority, manager and strategy within 4 hours, update within 12 hours.

Target Resolution within 96 business hours

C.1.4 Support method is Telephone 0861 220 244 or Email – servicedesk@ontec.co.za to Ontec Service Desk available MON – THUR: 08h00 – 17h00 & FRI: 08h00 – 14h30 .

C.2. Updates and Upgrades

C.2.1 ONTEC shall be entitled to implement any Updates or Upgrades of the Software Application Service in accordance with this paragraph 2.

Updates

C.2.2 Updates form part of the Base Functionality.



Upgrades

- C.2.3 ONTEC has the right to determine whether any Upgrade forms part of the Base Functionality or New Functionality.
- C.2.4 Where ONTEC determines that an Upgrade forms part of the Base Functionality, ONTEC may implement such Upgrade at its discretion and at no additional cost to the MUNICIPALITY.
- C.2.5 Where ONTEC determines that an Upgrade forms part of New Functionality, ONTEC will notify the MUNICIPALITY of the New Functionality and ONTEC shall bear all the costs associated with such Upgrade.
- C.2.6 ONTEC where possible will implement any Updates or Upgrades in order to minimise any impact on the MUNICIPALITY's business practices.
- C.2.7 Any major Upgrades to the Software will occur during scheduled maintenance periods (being period outside of the MUNICIPALITY's ordinary business hours and subject to written notification to the MUNICIPALITY) on the production environment only after completing backups and testing. Recovery or reversal of Upgrade failures will be achieved by rollback to the original state.
- C.2.8 Unless patches and Updates to be made are deemed critical, they will occur on the same basis as Upgrades.

C.3. Product Training & Consulting

- C.3.1 ONTEC must supply the MUNICIPALITY with an electronic copy of the User Guide which describes the functionality of the Software.
- C.3.2 ONTEC shall provide up to 4 hours of Initial telephone support in the use of the system at ONTEC's cost.



SCHEDULE D – FUNCTIONALITY OF SOFTWARE

The Base Functionality offered via the Application Services as listed below:

Reports/Charts:

- ▶ Time Interval – Electricity (Energy Book)
- ▶ Monthly – Electricity (Facility Book)
- ▶ Calendar Plot
- ▶ Single View
- ▶ Multi View
- ▶ Tabular (Standard)
- ▶ CSV (Standard)
- ▶ PDF
- ▶ Folder Aggregation ('virtual meters')

Reports:

- ▶ Energy Profile
- ▶ Voltage Profile
- ▶ Site Overlay
- ▶ Time of Use
- ▶ Tariff
- ▶ Demand



SCHEDULE E – FUNCTIONALITY OF BO AND SOFTWARE

The Base Functionality offered via the Application as listed below:

CONNECT

- ▶ Web-based user interface to allow sufficient information to be entered, stored and edited to effect automatic remote data collection: Site Configuration (name, address); Meter Configuration (Serial No, Meter type, Channels, Read Frequency, Access Passwords); Communications Modem Configuration (IP Address, Network Provider)

COLLECT

- ▶ Scalable Automatic Meter Reading Platform supporting GPRS wireless IP connectivity for the range of Interval meters installed in the MUNICIPALITY area
- ▶ Daily Automatic Meter Reading
- ▶ Problem Collects Reporting - Management of reading exceptions
- ▶ Automated Time synchronisation
- ▶ Collection relates specifically to 2 channel energy (active and reactive energy) with the minimum and maximum voltage per phase (red, white, blue), interval meter data, collected in 30-minute Intervals on a daily basis.

MANAGE

- ▶ Data Import
- ▶ Tariff Configuration and linked to specific LPU's
- ▶ Database storage of time interval data
- ▶ Meter Events and Exceptions' Reporting
- ▶ Time Difference Reporting
- ▶ Meter and Market Register Reporting

The Additional Functionality offered via the BO Application as listed below:

- ▶ Database storage of time interval data

