PROFESSIONAL SERVICES AGREEMENT

entered into between

Cape Agulhas Municipality
(hereafter referred to as "the Customer")

and

Deon Ferrier & Associates (Pty) Ltd
(Reg. No. 2001/010/824/07)

(hereafter referred to as "DFA Solutions")

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PART 1

1. INTRODUCTION

1.1   The Customer will from time to time, or on a permanent basis, for the duration of this Agreement, require Professional Services provided by DFA Solutions at the Client's Premises.

1.2   DFA Solutions has the necessary skill and expertise to provide such Professional Services to the Customer on the basis set out in this Agreement.

1.3   This Agreement is an enabling Agreement under the terms and conditions of which the parties will, from time to time, or on a permanent basis, agree upon Professional Services to be performed by DFA Solutions in fulfillment of the Customer's requirements. The scope of such Professional Services, the charges thereof and any other specific terms and conditions relating thereto shall be set out in Service Schedules to be concluded between the parties from time to time.

2. INTERPRETATION

The clause headings in this Agreement are for the purpose of convenience only and shall not be taken into account in the interpretation of nor modify the terms of this Agreement.

2.1   The following terms and expressions shall have the meaning assigned to them hereunder -

2.1.1   "the/this Agreement" means the Agreement as set out herein, together with all appendices and Service Schedules hereto;

2.1.2   "Confidential Information" means any information not in the public domain which is possessed by either party including, but not limited to, data, software, trade secrets, Intellectual Property, ideas, processes, software, lists and know-how and any other information whatsoever of a confidential nature which is not in the public domain concerning the business affairs of that party;

2.1.3   "the Client Premises" means the business Premises of the Client as set out in each Service Schedule, where-at DFA Solutions shall perform the Professional Services;

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2.1.4   "**the Client**" means, where applicable the Customer's Client for whom the Professional Services shall be rendered on the Customer's behalf, as the Customer's subcontractor, the details of whom shall be set out in each individual Service Schedule

2.1.5   "**the Effective Date**" means the date on which the Professional Services provided by DFA Solutions as set out in each Service Schedule shall commence as detailed in clause 19;

2.1.6   "**Intellectual Property**" means all copyright assets, trademark rights (whether registered or not), patent rights, domain names, trade secrets, design rights and other similar intellectual rights of a party;

2.1.7   "**Professional Services**" means the services to be rendered by DFA Solutions and chosen by the Customer as more fully set out and agreed to by the parties in each Service Schedule.

2.1.8   "**Service Schedule/s**" means those schedules as agreed to between DFA Solutions and the Customer in respect of the Professional Services to be rendered to the Client which is from time to time incorporated into this Agreement and which schedules will contain, without limitation, details of the Professional Services to be provided by DFA Solutions in respect of the Client, fees and charges, any specific timelines within which DFA Solutions must render the Professional Services and any other applicable details relevant to the Professional Services;

2.1.9   "**Staff**" means any individual, whether employee or sub-contractor, provided by DFA Solutions to perform the Professional Services as stipulated in this Agreement and its appendices;

2.2   Expressions defined in this clause 2 shall bear the same meaning in any appendices to this Agreement, which do not otherwise contain their own definitions.

3. DURATION

This Agreement shall –

3.1   Commence on the date of signature by the party signing last in time and shall remain valid, subject to the remaining provisions of this Agreement for a period of one year and upon expiry the client has the

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option to renew the agreement yearly subject to a performance evaluation process which will be determined by measuring the "**SERVICE RESPONSE TO EACH IMPACT LEVEL**" on services rendered for the past 12 months as listed on pages 22-23 in this agreement. If the performance evaluation for the vendor scores lower than a 60% mark it would be deemed as unacceptable and the contract terminated.

3.2　　A specific Service Schedule shall be operative from the Effective Date stipulated therein and will endure, subject to the provisions of this Agreement, for the fixed term specified therein.

3.3　　Notwithstanding the provisions of clause 3.1 above, either party may terminate this Agreement at any time upon 60 (sixty) days prior, written notice to the other. Any Service Schedule will also simultaneously terminate. For the avoidance of doubt, the Customer shall pay DFA Solutions all fees and charges up to the date of final termination.

4.　DUTIES OF THE PARTIES

4.1　　DFA Solutions -

4.1.1　　shall assign appropriately qualified and skilled Staff to perform, at the Client's Premises, the Professional Services to be rendered by it in terms of this Agreement and will use all reasonable care to retain the same or similarly qualified Staff for the term of this Agreement;

4.1.2　　shall appoint a contact person (who may be the account manager if the Customer elects such an option in terms of the Professional Services) who shall be responsible for all of DFA Solution's activities under this Agreement and as detailed in each Service Schedule;

4.1.3　　shall use its best endeavors to complete all Professional Services to be rendered in terms of this Agreement by no later than the date(s) agreed upon for such completion as set in this Agreement and detailed in each Service Schedule;

4.1.4　　shall comply with all terms of any mutually agreed upon Service Schedules which may include, but not be limited to, milestones, milestone dates and required deliverables;

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4.1.5   shall instruct all Staff rendering Professional Services at the Customer's/Client's Premises, to perform the Professional Services in accordance with the Customer's/Client's directives, procedures and schedules when present at the Customer's/Client's Premises;

4.1.6   may, with prior approval in writing from the Customer, employ sub-contractors for the execution of a portion of the Professional Services to be rendered, but such sub-contracting shall not relieve DFA Solutions from its obligations under this Agreement and DFA Solutions shall remain responsible for any acts and/or omissions performed by such sub-contractors; and

4.1.7   Subject to the Customer's prior written authorisation the Service Provider shall be entitled to make modifications to any computer software or system of the Customer/Client in order to improve its operation and/or reliability or to comply with any legal requirement.

4.2   The Customer -

4.2.1   shall make suitably skilled and authorised personnel available in assisting DFA Solutions to effectively and successfully complete the Professional Services;

4.2.2   shall appoint a responsible person(s) as more specifically defined in each Service Schedule attached hereto who shall be the primary point of contact and communication with DFA Solutions and shall be responsible for all the Customer's activities relevant to the Professional Services as envisaged in this Agreement or any Service Schedule;

4.2.3   shall ensure that the responsible person shall -

        4.2.3.1   liaise with DFA Solution's contact person (who may be the account manager if this option is chosen) for the duration of this Agreement;

        4.2.3.2   upon mutually agreed times be present at the Customer's/Client's Premises when Professional Services are being rendered by DFA Solutions, ;

4.2.4   shall ensure that any fault, failure or non-compliance of the Professional Services or unacceptable performances and acts on the part of DFA Solutions are brought to the attention

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of DFA Solution's contact person timeously to enable DFA Solutions to take suitable corrective action; and

4.2.5   Shall grant DFA Solutions, at no cost, access to all data, information, systems and facilities as reasonably required by DFA Solutions to effectively perform its duties and obligations in terms of this Agreement. Such facilities shall include, where it is reasonable and with prior approval from the Customer, suitable workspace, infrastructure, operating supplies and consumables for each Staff member assigned to render the Professional Services by DFA Solutions in terms of this Agreement (such as, a telephone, desk, lighting, paper, magnetic disks and tapes, ribbons, cards, format tapes, disc cartridges and other similar items).

5. CHARGES AND PAYMENT

5.1   As full consideration for the performance of the Professional Services set out in this Agreement, the Customer shall pay to DFA Solutions the fees specified in each Service Schedule in accordance with the provisions of this clause 5;

5.2   Unless Professional Services are to be rendered for a fixed price in terms of a Service Schedule, DFA Solutions shall maintain records of the hours worked by its Staff in the performance of the Professional Services (and the expenses incurred) for which payment will become due by the Customer to DFA Solutions under the provisions of this Agreement;

5.3   All fees and charges set out in this Agreement and the Service Schedules are exclusive of value added tax payable in terms of the Value Added Tax Act, 1991, as amended, all of which shall be added as a separate line item to all invoices at the applicable current rate and be payable by the Customer in addition to the amounts set out in this Agreement;

5.4   Payment of all invoices shall be made by the Customer within 30 (thirty) days of the invoice date reflected on the relevant invoice without deduction or set-off. It is specifically recorded that the Customer shall be invoiced monthly in advance in accordance with the schedule of payments set out in each Service Schedule. The Customer may not make a full upfront payment for all the Professional Services to be rendered in terms of this Agreement; and

5.5 Without prejudice to its other rights and remedies, in terms hereof or at law, DFA Solutions shall be entitled to charge interest on any sum outstanding from the due date for payment thereof to the date of actual payment in full, at a rate of 2% (two per cent) above the prime lending rate, which interest shall be capitalized monthly in arrears. For the avoidance of doubt it is recorded that the "prime rate" shall be the prime rate of the commercial bank of DFA Solutions.

5.6 All invoices shall be substantiated by all such supporting documentation as may reasonably be required from the Customer, including but not limited to all duly signed and authorized time sheets of the Staff having rendered the Professional Services

6. WARRANTY

6.1 DFA Solutions hereby warrants that -

6.1.1 all Professional services to be supplied under this Agreement will be performed in a diligent, timely and professional manner and with the necessary skill and care as may be reasonably expected having due regard to the requirements of the Customer and/or the Client; and

6.1.2 the execution and performance of this Agreement by DFA Solutions and the rendering of Professional Services do not infringe any rights of a third party or breach any obligation that DFA Solutions may have to any third party.

7. NON SOLICITATION

Neither party shall solicit, whether directly or indirectly any personnel or Staff or sub-contractor of the other party who have been involved in the execution of this Agreement whilst this Agreement remains in force and for a period of 12 (twelve) months thereafter, save with the prior written consent of the other party.

8. TERMINATION AND BREACH

8.1 Without prejudice to any other remedies which either of the parties may otherwise have in terms of the Agreement or at law, either of the parties shall be entitled to terminate the Agreement forthwith, by written notice to the other, in the event that:

8.1.1 Either of the parties is finally liquidated;

8.1.2 The controlling interest or ownership in either of the parties becomes vested in a competitor of either of the parties. For the purpose of this clause, the party who makes this allegation shall bear the burden to prove same; and

8.1.3 Either of the parties commits a material breach of the terms and conditions of the Agreement, or 3 (three) consecutive non-material breaches in a period of 6 (six) months, and fails to remedy such breach/s, within 30 (thirty) days after receiving notice from the other party to the Agreement requiring such breach to be remedied.

8.2 The termination of the Agreement, for whatever reason, shall not affect the rights of either of the parties:

8.2.1 That may have accrued before the termination of the Agreement; and/or

8.2.2 Which specifically or by their nature survives the termination of the Agreement

8.2.3 Either of the parties may terminate the Agreement at any stage by giving 60 (sixty) days written notice of its intention to do so.

8.3 On termination of this Agreement for whatsoever reason:

8.3.1 the Customer shall forthwith pay to DFA Solutions all amounts due for Professional Services actually performed up to the date of termination; and

8.3.2 The performance of all Professional Services will automatically terminate.

9. ARBITRATION

9.1 Should any dispute arise between parties in connection with this Agreement or which relates in any way to any matter affecting the interests of the parties in terms of this Agreement, that dispute shall, unless resolved amongst the parties to the dispute, be referred to and be determined by arbitration in terms of this clause.

9.2   Any party to this Agreement may demand that a dispute be determined in terms of this clause by written notice given to the other parties in which notice the particulars of the dispute are set out.

9.3   The arbitration shall be held -

  9.3.1   in Cape Town in English;

  9.3.2   with only the legal and other representatives of the parties to the dispute, reasonably necessary present thereat;

  9.3.3   Otherwise in terms of the Arbitration Act, No 42 of 1965, it being the intention that the arbitration shall be held and completed in a summary manner.

9.4   The arbitrator shall be, if the matter in dispute is principally -

  9.4.1   a legal matter, a practicing advocate or attorney of Cape Town of at least 15 (fifteen) years' standing;

  9.4.2   an accounting matter, a practicing chartered accountant of Cape Town of at least 15 (fifteen) years' standing; and

  9.4.3   or any other matter, any independent person.

  agreed upon between the parties to the dispute.

9.5   Should the parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (seven) days after the arbitration was demanded, the matter shall be deemed to be a legal matter.

9.6   Should the parties fail to agree on an arbitrator within 14 (fourteen) days after giving written notice in terms of 9.2, the arbitrator shall be appointed at the request of either party to the dispute by the President for the time being of the Transvaal Law Society according to the provisions of 9.4.

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9.7   The decision of the arbitrator shall be final and binding on the parties, who shall summarily carry out that decision and either of the parties shall be entitled, at such party's cost, to have the decision made an order of any court with competent jurisdiction.

9.8   The provisions of this clause -

9.8.1   constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by such provisions; and

9.8.2   Are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

9.9   No clause in the Agreement which refers to arbitration shall be deemed to mean or be interpreted to mean that either of the parties shall be precluded from obtaining interim relief on an urgent basis from a Court of competent jurisdiction pending the decision of the arbitrator.

10. CESSION

Neither party shall be entitled to cede, delegate, assign or in any other manner dispose of any of its rights, duties or obligations in terms of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. FORCE MAJEURE

11.1   Neither party shall be liable to the other party for any failure to fulfill its obligations hereunder where such failure is caused by circumstances beyond the reasonable control of such party, the occurrence of which could not have been reasonably foreseen at the Effective Date and which, despite the exercise of diligent efforts, such party was unable to prevent, limit or minimize, including (without limitation) any act of God, war (whether declared or not), military operations, insurrection or civil disorder, riot, strikes, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorism, sabotage, radiation,

chemical contamination, plague or other serious epidemic, national or local emergency, fire, flood, lightning, explosion or any other such cause (each an "**event of force majeure**").

11.2 The party affected by an event of force majeure shall promptly notify the other in writing of the occurrence of an event of force majeure and the estimate extent and duration of such party's inability to perform its obligations as envisaged in 11.1.

11.3 Upon the cessation of circumstances leading to the event of force majeure, the party affected by such event of force majeure shall promptly notify the other of such cessation.

11.4 In the event of any delay caused by an event of force majeure, the time for performance of any Professional Services shall automatically be extended by a time period equal to the extent and duration of the event of force majeure or by such time as may be necessary to take account of the effects of such event of force majeure, whichever is the longer.

11.5 If, as a result of an event of force majeure, the performance of a party's obligations under this contract is only partially affected, such party shall nevertheless remain liable for the performance of those obligations not affected by the event of force majeure.

12. CONFIDENTIALITY

12.1 Having regard to the fact that the parties may from time to time disclose some or all of their Confidential Information to one another, each party hereby irrevocably agrees and undertakes, in favor of each other party, and in order to protect each party's proprietary interests in and to its Confidential Information -

    12.1.1 not, during the existence of this Agreement or at any time thereafter, to use, divulge or disclose, directly or indirectly any person or entity whatsoever, in
Any form or manner whatsoever, either directly or indirectly, the Confidential Information of any other party (or any portion thereof) that may have been disclosed or communicated to or acquired by the recipient;

12.1.2 not, during the existence of this Agreement or at any time thereafter, to use, exploit, permit the use of or in other manner whatsoever apply the Confidential Information of any other party (or any portion thereof) for its own benefit or for any other purpose whatsoever other than for the purpose for which it was disclosed and otherwise than in accordance with the provisions of this Agreement; and

12.1.3 During the existence of this Agreement and at all times thereafter, to maintain in secrecy all Confidential Information of the other party's which may have been disclosed or communicated to or acquired by the recipient.

12.2 Notwithstanding the provisions of 12.1, any party shall be entitled to disclose the Confidential Information of another party to such of its shareholders, directors, employees and/or agents ("**associated parties**") as may be necessary for the purpose for which that Confidential Information was disclosed to it for purposes of operating and executing the professional service, provided that the relevant party disclosing same shall take whatever steps are reasonable and necessary to ensure that such associated persons agree to abide by the terms of this Agreement.

12.3 Each party hereby -

12.3.1 undertakes to take all such steps as may be necessary to prevent the Confidential Information of another party (or portion thereof) falling into the hands of unauthorized third parties;

12.3.2 Accepts responsibility for all of its associated parties in relation to the Confidential Information of another party.

12.4 Information which is acquired by a party pursuant to the implementation of this Agreement, in whatever form or from whatsoever source (specifically including, but not limited to, information verbally communicated), shall be deemed to be Confidential Information and shall be subject to the provisions contained herein.

12.5 The above undertakings relating to confidentiality and non-disclosure shall not apply to any information which -

12.5.1 is known to either of the parties prior to the date that it was received from the other party; or

12.5.2   is known to the public or generally available to the public prior to the date that it was disclosed by either of the party's to the other; or

12.5.3   becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the parties to the other, through no act or failure to act on the part of the recipient of such Confidential Information;

12.5.4   Either of the party's, in writing authorizes the other to disclose."

12.6   In order to protect the Confidential Information of the parties, each party hereby undertakes -

12.6.1   To claim in writing and enforce similar confidentiality undertakings from all its associated parties to whom the Confidential Information of another party (or portion thereof) has been disclosed.

13. LIMITATION OF LIABILITY

13.1   In no event will either party be liable to the other hereunder (by way of indemnity or otherwise) for any loss of goodwill, production, anticipated savings, or other any type of indirect or consequential loss, damage, injury or expense.

13.2   The liability of DFA Solutions for any faulty or defective execution of the Professional Services rendered in terms of the Agreement, gross negligence or willful actions on behalf of DFA Solutions as well as all damages, loss and liability of whatsoever nature, howsoever arising, suffered by the Customer, whether direct or indirect, as a result of the faulty or defective rendering of such Professional Services, will be limited to DFA Solutions rectifying, within a reasonable time and free of charge, (subject to paragraph 13.3 below) faults or defects caused by DFA Solutions as a result of the Professional Services, provided that DFA Solutions is notified in writing of the faulty or defective execution of the Professional Services immediately and in any event no later than 7 (seven) days after such faulty or defective execution of the Professional Services coming to the knowledge of the Customer;

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13.3 DFA Solutions shall not be liable for failures occurring from attempts by the Customer or any third party correcting or attempting to correct a faulty execution of the Professional Services.

13.4 Notwithstanding anything to the contrary contained in this Agreement, the parties total liability to each other from whatsoever cause shall be limited to the amounts actually paid to DFA Solutions by the Customer under and in terms of this Agreement.

13.5 Without limiting the generality of the aforegoing, DFA Solutions shall not be liable for any data integrity, data loss nor for any delay, failure, breakdown, damage or injury caused by:

13.5.1 Software, programs and support services supplied by or obtained by the Customer from any third party; or

13.5.2 Software or programs modified by the Customer or any third party without the prior written consent of DFA Solutions;

13.5.3 The actions or requirements of any telecommunication's authority or a supplier of telecommunications services or software.

14. INDEMNITY

14.1 The Customer hereby indemnifies and agrees to hold DFA Solutions harmless for any loss, claim or damage to any person or property arising out of the use or possession of any equipment supplied by the Customer and/or the Client utilized by DFA Solutions and its Staff and sub-contractors in the execution of the Professional Services.

14.2 Each party hereby indemnifies and holds the other party harmless from any and all losses, expenses, costs, damages and claims arising out of or in connection with injury or death to any of its employees and subcontractors in any way sustained in connection with or by reason of the performance of such party in the execution of this Agreement. This indemnity shall, however, not apply where such losses, expenses, costs, damages, injury or death arise or is attributable to the gross negligence or willful or fraudulent intent of the other Party, its employees or subcontractors.

15. OWNERSHIP OF MATERIAL

15.1   DFA Solutions hereby licenses the Customer and the Client to use all Intellectual Property created or to be created by DFA Solutions in terms of this Agreement on a non-exclusive and non-transferable basis in South Africa only.

15.2   Save for the rights granted to the Customer in terms of clause 15.1, all title in and to all documentation or Intellectual Property or other creative works prepared by DFA Solutions and all information contained therein or in any copies thereof are and shall remain the sole and exclusive property of DFA Solutions. In this regard the Customer hereby recognizes and agrees that all such documentation and creative works all portions, reproductions, corrections, modifications and improvements thereof are -

    15.2.1   the exclusive and propriety property of DFA Solutions;

    15.2.2   deemed to be the trade secrets of DFA Solutions; and

    15.2.3   Provided to the Customer in confidence.

15.3   The Customer shall reproduce and include all copyright and other proprietary notices on all copies; whole or part, in any form, of any documentation or other creative work referred to in 15.1 and 15.2 made by the Customer.

16. GENERAL

16.1   This Agreement read with its appendices constitutes the sole record of the Agreement between the parties in regard to the subject matter hereof and supercedes all previous Agreements between the two parties.

16.2   No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this Agreement.

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16.3   No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless done in writing and signed by or on behalf of all parties.

16.4   This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

16.6   During the period of this Agreement, either party shall be entitled to make written suggestions to the order for an amendment to a Service Schedule to be rendered in terms of this Agreement or the other terms and conditions of the Agreement.

16.7   No indulgence, leniency or extension of right, which either of the parties may have in terms of this Agreement, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right..

16.8   In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

16.9   This Agreement does not constitute either of the parties an agent or representative of the other for any purpose whatsoever and neither of the parties shall be entitled to act on behalf of, or to represent the other unless duly authorized thereto in writing.

16.10   All appendix' and Schedules hereto are subject to the terms and conditions of this Agreement save where the context clearly indicates the contrary and in the event of a conflict arising between the Service Level Agreement and the Appendix' hereto the terms and conditions of the Service Level Agreement shall prevail.

17. DOMICILIA AND NOTICES

17.1   The parties choose domicilia citandi executandi ("**domicilium address**" for all purposes arising from or pursuant to this Agreement, as follows -

    DFA Solutions at: Suite 7, Burlington Arcade, 426 Main Rd, Cnr Park Rd and Lester Rd, Wynberg

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| Telephone number: | +27 21 761 0532 |
| Fax number: | +27 21 761 2899 |

Customer at:	1 Dirkie Uysstreet, Bredasdorp, 7280
Telephone number:	+27 28 425 5500
Fax number:	+27 28 424 1019
	Attention: W. van Zyl

17.2 Any party shall be entitled from time to time, by written notice to the other(s), to vary its domicilium address to any other address within the Republic of South Africa which is not a post office box or poste restante, provided that such notice is received by the addressee at least 14 (fourteen) days prior to such change taking place.

17.3 All notices given in terms of this Agreement shall be in writing.

17.4 Notwithstanding anything to the contrary or implied in this Agreement, a written notice or communication actually received by one of the parties from another, including by way of telefacsimile transmission, shall be adequate written notice or communication to such party.
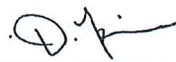
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18. ACCEPTANCE AND AUTHORISATION

. SIGNED at ......Diep River.....................on the ...1st....... day of ......:....July....................................2021

AS WITNESSES:

1.   Lenne Ferrier

2.   Casey Jacobs

DFA SOLUTIONS PTY (LTD)
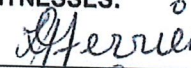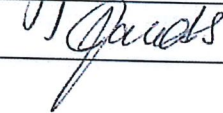
Deon Ferrier

- who warrants his/her authority to sign

SIGNED at ....on the .... day of 2021

AS WITNESSES:

1.

2.
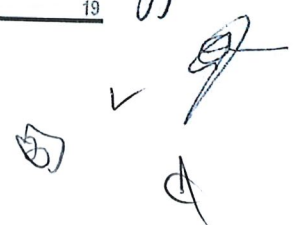
CLIENT

- who warrants his/her authority to sign

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PART 2:   <u>DFA SERVICE LEVEL AGREEMENT</u>

<u>*SERVICE SUMMARY*</u>

Contract Type	SLA Service and Support Contract
Commencement Date	1 July 2021
Minimum Contract Period	36 months to be renewed annually subject to performance evaluation
Client	Cape Agulhas Municipality
Services Monthly Rate	All rates will be fixed and added as an addendum to this agreement and payment will be subject to the prior submission of a quotation and approval from the Customer
Rate per hour	All rates will be fixed and added as an addendum to this agreement
Rates as per tender	*All rates as per tendered resolution T157/2021 and terms as set out in this document by Deon Ferrier and Associates are applicable.*
Contract Times	Monday - Friday Time: 8h00 – 17h00
Additional Hours	Overtime: (before) 08h00 – 17h00 (after) Mon - Fri Weekend Time: Saturday / Sunday / Public Holiday Any after hour services will be quoted and submitted to the client for approval before commencement of services

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SCOPE OF SERVICES – Services & Support will include:

- On-site support
- 24 hour response time
- Hardware Infrastructure
- Oki and Tally Genicom devices servicing and repairs
- Software Infrastructure (operating systems and the operation of core server/desktop productivity applications, ICT related software, including but not limited to Device and Server Backup software, Security software, Monitoring, managing audit and reporting, Mail archiving).
- Access and Authorization (user account and password help, application-level access problem determination, desktop/client security configuration support. E mail and Internet access support in liaison/conjunction with the relevant ISP or any other Service Provider)
- Local area network design
- Wide area network design
- Campus area network design
- Metropolitan area network design
- Other types of network design as may be required
- Network Infrastructure – Check and verify basic network connectivity. Cabling, router and switch configurations are excluded.
- Installation, setup and deployment of new equipment, systems and services.
- Must take responsibility for carry-in and carryout of equipment that do not have on-site warranty against the SLA should it be required.
- Scheduled meetings/reports with nominated ICT personnel to review the SLA performance and usage
- Security audit and systems
- Governance
  Services should include but not be limited to the following:
  ICT policies and procedures
  ICT Audits – Governance and security audits
  ICT Disaster recovery plans
  Enterprise Architecture
  ICT Maintenance plan
  ICT Strategy and implementation plans
- Public Key Certificates
  Exchange certificates

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Web certificates
Wild card certificates

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DFA VIEWS END USER DESKTOP AND SERVER SUPPORT AS A CRITICAL COMPONENT TO A CLIENTS BUSINESS. TO ACHIEVE AND MAINTAIN OUR SERVICE DELIVERY WE HAVE SET A GENERIC IMPACT LEVEL ANALYSIS APPROACH TO OUR SUPPORT.

DEFINITIONS OF IMPACT LEVELS:

Impact Level 1

Multiple users are directly affected.

Loss of function has a serious and immediate negative impact on the business. Furthermore, no temporary and workable alternative is available to carry on the disrupted activity.

Impact Level 2

Limited (two or less) users are directly affected.

A temporary and workable alternative is available to carry on the disrupted activity.

The disruption of activity/function may have some operational impact, but it is not highly critical.

Impact Level 3

New computer setup to replace an older but still operational.

It is a known fact that a system, or component, or software upgrade is required, but the computer is still functional.

Setup of computer peripherals, which has no critical impact on the daily activities of users.

SERVICE RESPONSE TO EACH IMPACT LEVEL:

Response to Impact Level 1

Upon receipt of service call to Help Desk, its staff will attempt to resolve the reported problem over the phone.

If the problem is not resolved immediately by the Help Desk, its staff will then immediately contact the Desktop Support Service staff via e mail and cell phone. The assignee of this service call will respond telephonically within one hour or less depending on the degree of emergency. Once the service assignee

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has assessed the situation he/she will proceed to attempt remote procedure assistance. Should the situation still remain unresolved DFA will send a suitable technician to the site.

If the problem is not resolved by the assignee within four hours, the Help Desk staff will escalate the call to the next level by alerting the Coordinator of Desktop Support Service to the situation and the possible need for assistance and/or consultation. The targeted time for problem resolution is regarded as extremely urgent but dependant on mitigating circumstances like client approval, spare parts, equipment availability etc.

Response to Impact Level 2

The first response by an assignee from the Desktop Support Service staff will occur within the 4 hour window after the initial service call to the Help Desk, if the problem is not resolved over the phone immediately by the Help Desk staff. The maximum time targeted for problem resolution is within 24 hours (or 3 work days) by the assignee after the initial service call to the Help Desk. If the problem is not resolved by the assignee within the allowed maximum time, the Help Desk staff will escalate the call to the next level by alerting the Coordinator of the Desktop Support Service to the situation and the possible need for assistance and/or consultation.

Response to Impact Level 3

The first response by an assignee from the Desktop Support Service will occur within 4 hours after the initial service call to the Help Desk.

Subject to the client's approval, equipment and spare part availability, the specific targeted maximum time for problem resolution or service request is 5 working days (40 hours).

An e-mail reminder will be sent to the assignee of the Desktop Support Staff and its Coordinator at the end of day one after the initial service call to the Help Desk, regardless if the problem or service request has been taken care of. The customer will be kept duly informed by the account manager of the status quo.

If the problem or service request has not been addressed in 5 working days after the initial service call to the Help Desk, this open ticket will be escalated to the attention of the Director of DFA for his/her action.

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OTHER INFORMATION:

- Hours of operation of the Help Desk are: 8:00 A.M. to 5:00 P.M., Monday to Friday;

- For after hour emergencies including weekends you will be given contact names and cell numbers.

- Users may contact the Help Desk via telephone, voice mail, e-mail or in person at any time including after hours.

- Such service calls will be automatically queued and handled in the sequence of their occurrence.

- **The Help Desk is the primary point of contact for requesting all computing and networking related services.**

- An sms facility has also been implemented whereby the helpdesk can notify the assigned technician of the call and the customer alike.

- The Help Desk is responsible for assigning each unresolved service call ticket to a staff member of the Desktop Support Service and for logging and tracking of each assignment.

- The assignee of each service call ticket will inform the user through phone or e-mail of the status of the problem resolution. Server crash and software reloads will be done on a quotation basis and in accordance of the client's procurement policies.

- IT Support Call Logging procedure - DFA Solutions.

- Support calls can be logged via one of the following 2 options:

    - Option1: Calls can be logged telephonically by calling 021 469 2900

    - Option2: Calls can be logged by sending an email to helpdesk@dfasolutions.co.za

As a call is automatically generated on our Helpdesk system when sending an email, please provide as much detail as possible in your email.

A username (which will be provided) is required when logging a call via email. Your login details will be given to you via email and/or sms.

Any user attempting to seek computing and/or networking assistance directly from a Support staff person will be directed to contact the Help Desk. In case of an emergency the support staff may resolve the problem and then log the call with the help desk.

Principal Contacts

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A) Primary Financial Contact (authorized signer) – Signature - _____

Name : - _____

B) Primary Technical Contact (Client on-site project manager, responsible for prioritization of projects and tasks, authorization to schedule work and act on-behalf of Primary Financial Contact) –

Signature - _____

Name - _____

C) Billing Contact (invoices will be sent to this person at the client. This contact is authorized to request service orders and materials purchases from DFA –

Signature - _____

Name - _____

D) Additional Authorized Contact(s) – Please list any additional employees beyond (A) and (B) above who can request and authorize service orders and materials purchases from DFA

Signature - _____

Name - _____

Signature - _____

Name - _____

TERMS AND CONDITIONS

- **Response Times** - The client acknowledges and agrees that both response times and problem resolution can be impacted by a variety of factors, including the Hours of operation of the Help Desk, availability of technician, travelling times, availability of spare parts, replacement equipment availability, third party service providers, etc.

- **Callout Fee (Reactive Support)** – If reactive onsite support is required it will attract a callout fee of 1 hour = R450 excl vat plus the time spent onsite.

- **Hourly Costs (Reactive Support)** - You will be liable for 1 hour even if the technician is onsite for 30 or 40 minutes. If the time onsite exceeds 1 Hour by an additional 15 minutes you will only be billed for 1 Hour. If the time exceeds 1 hour 15 minutes you will be billed for 2 hours. If the time exceeds 2 hours and 15 Minutes you will be billed for 3 hours and so on. No part billing.

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- **Remote Support Desktop** – Reactive Remote support will be billed in 30 minute time slots. R250 per 30 minutes. No part billing. The client will be informed after the initial 30 minutes if the call is going to be converted to an onsite response or if the call will or has been resolved remotely. If the problem is not resolved the customer is informed that an onsite call is required. The normal reactive desktop support cost of R500 per hour excl vat and callout fee will apply. If the call is converted to onsite then the initial 30 minutes for remote support (R250) is wavered. NB: Remote support is only billed where necessary and the client will be informed upfront if the call is billable.

- **Remote Support Server** – Reactive Remote support will be billed in 30 minute time slots. R322.50 per 30 minutes. No part billing. The client will be informed after the initial 30 minutes if the call is going to be converted to an onsite response or if the call will or has been resolved remotely. If the problem is not resolved the customer is informed that an onsite call is required. The normal adhoc server support cost of R645 per hour excl vat and call out fee will apply. If the call is converted to onsite then the initial 30 minutes for remote support (R322.50) is wavered. NB: Remote support is only billed where necessary and the client will be informed upfront if the call is billable.

- **Items excluded from the SLA** – Router and switch configurations if required. Billable at R595 per hour – Adhoc rates ; Server rebuilds or reinstallations billable at R645 per hour – Adhoc rates or negotiated project cost;

- **DFA will submit a quotation for approval before commencement of any chargeable service.**

- **Duration + escalation -**

  - The SLA monthly cost at the anniversary date will attract an annual escalation percentage linked to the prevailing CPIX or alternatively reopen for negotiation with the client if there has been a drastic change in the client's environment which has had and will have a negative impact on costs for the duration hereof.

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19. ADDENDUM TO SERVICE DELIVERY AGREEMENT

ENTERED INTO BY AND BETWEEN

CAPE AGULHAS MUNICIPALITY

(HEREAFTER REFERRED TO AS "THE CUSTOMER")

AND

DEON FERRIER & ASSOCIATES (PTY)'LTD

REGISTRATION NUMBER: 2001/010/824/07

(HEREAFTER REFERRED TO AS "THE OPERATOR")

COLLECTIVELY REFERRED TO AS "THE PARTIES"

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FURTHER TO THE MAIN SERVICE LEVEL AGREEMENT CONCLUDED BETWEEN THE ABOVEMENTIONED PARTIES IT IS HEREBY AGREED AS FOLLOWS:

1 INTERPRETATION

1.1 Words and phrases in abbreviations, definitions or other of the Main Service Level Agreement shall bear the same meaning in this Addendum, as amended hereby.

1.2 This Addendum shall take effect upon signature by all parties hereto.

1.3 Should this Addendum and the Service Level Agreement contain conflicting terms, then the terms contained in this Addendum shall prevail.

2 DEFINITIONS

2.1 In this Addendum, unless a contrary intention clearly appears, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

2.1.1 **"this Addendum"** means this written document together with all written appendices, annexures, exhibits or amendments attached to it from time-to-time;

2.1.2 **"Personal Information"** shall have the meaning ascribed to it in Chapter 1 of the Protection of Personal Information Act, No. 4 of 2013 (as promulgated in the Republic of South Africa);

2.1.3 **"Processing"** or **"Process"** shall have the meaning ascribed to it in Chapter 1 of the Protection of Personal Information Act, No. 4 of 2013 (as promulgated in the Republic of South Africa);

2.1.4 **"Data Protection Legislation"** shall mean legislation enacted to protect personal, commercial and governmental data from unauthorised access, alteration, destruction or use;

2.1.5   **"Addendum Date"** means the date on which this Addendum is signed by the last party
          to do so.

3   AMENDMENTS

3.1   The Agreement is hereby amended to include the following clause:

DATA PROTECTION

3.2   The Operator undertakes to comply, and will cause its personnel to comply, with Data
        Protection Legislation in connection with any Processing of Personal Information that
        may come into its possession pursuant to the provisions of the Agreement, including but not
        limited to the conclusion and execution of this Addendum.

3.3   The Operator will:

3.3.1   not transfer Personal Information Processed by it to a country outside South Africa without
        the prior written consent of the Customer.

3.3.2   not use or maintain any Personal Information on a laptop or other portable device
        (including

        memory sticks, USB flash drives, or other storage medium devices) and within 5 (five)

        days from the date the Personal Information has been collected and loaded by The

        Operator onto its digital device, delete and / or destroy such Personal Information, save

        where it is required to keep such information for the purposes of applicable law;

3.3.3   implement, having due regard to generally accepted information security practices,

        commercially reasonable precautions and measures (both organisational

        and technical) to reserve the integrity and prevent and detect the corruption

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and unauthorised access of Personal Information through its information technology systems.

3.4   notify the Customer promptly from the date of obtaining actual knowledge of any breach of any provision of this clause and assist and co-operate with the Customer concerning any disclosures to affected parties and other remedial measures as required under applicable law.

3.5   in relation to any Personal Information which may be made available by the Customer from time

to time for the purposes of this Agreement, whether by way of written agreement or otherwise:

3.5.1   treat such Personal Information as Confidential Information and not disclose it unless required to do so by law.

3.5.2   upon the termination or cancellation of the Service Level Agreement for any reason whatsoever and unless otherwise agreed by the Parties in writing, The Operator will return any and all Personal Information held by it as a result of this Agreement and will delete such Personal Information from any equipment, information technology, system, device, product, publication, document, website or any other material where the Personal Information is used, contained, installed, entered, programmed, copied, printed, displayed or published.

3.6   The Customer warrants that it has the necessary consents and/or authorisations to process and otherwise deal with Personal Information of its Customers as contemplated in this

Agreement, to provide The Operator with such Personal Information and to authorise The Operator to Process such Personal Information and otherwise deal therewith as contemplated in this Agreement.
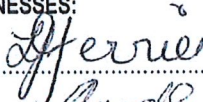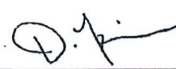
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4 SIGNATURE IN COUNTERPARTS

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

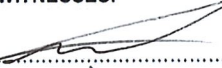SIGNED by **DEON FERRIER & ASSOCIATES (PTY) LTD**   at ...Diep River......... on this ....1st.......... day ....July................... 2021

AS WITNESSES:

1. ....Name: ...Lenne Ferrier......:.....................................

2. ....Name: ...Casey Jacobs...

Deon Ferrier

For and on behalf of **DEON FERRIER & ASSOCIATES (PTY) LTD**
Being duly authorised hereto

SIGNED by Cape Agulhas Municipality at *Bredasdorp* ....on this 7th......... day ....July............. 2021

AS WITNESSES:

1. .... Name: ...Willem van Zyl...

2. .... Name: ...Elizabe Zierr...

For and on behalf of the **Cape Agulhas Municipality**
being duly authorised hereto

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