



RENEWAL OF THE MASTER SERVICES AGREEMENT

Between:

VESTA TECHNICAL SERVICES (PTY) LTD

"the Service Provider"

And:

CAPE AGULHAS LOCAL MUNICIPALITY

"The Client"



Handwritten signatures and initials, including a large '9', 'w', 'dl', and 'EdB'.



WHEREBY IT IS AGREED AS FOLLOWS:

1. **CLARIFICATION / INTRODUCTION:**

Parties Agree that:

- 1.1. that the implementation of the PhoenixERP System has been completed and that parties will continue to work on the operational enhancement and further integration of the PhoenixERP System throughout the municipality.
- 1.2. that the original Master Services Agreement, dated 15 March 2017, shall in terms of paragraph three (3) of the agreement, be extended to 30 June 2022.
- 1.3. that the terms, conditions and provisions of the original Master Services Agreement shall remain in force as is; without change or alteration.
- 1.4. that the investment schedules be updated to reflect the current state of the deployment, and that the updated investment schedules shall include all additional services as required, including but not limited to the all PhoenixERP System licensing, integrated supply chain management, asset management and Land Management modules; as described in the enclosed investment schedules.
- 1.5. that unless agreement is terminated; by either party in writing, each party providing the other with a three-month notice period, before 1 May 2022, this agreement shall continue unrestricted for a period of twelve (12) consecutive months.


V E S T A
EdB
w all



1.6. that all fees and charges which become due under this Agreement shall be payable by Cape Agulhas Local Municipality to Vesta free of exchange, set-off and any other deduction, at its bankers in Johannesburg, as follows:

Name of Bank:	Standard Bank
Branch name and code:	Midrand – 001155
Account holder:	Vesta Technical Services (Pty) Ltd
Account number:	411 392 417

and payment shall not have been effected until the funds have been cleared to and received by Vesta's bankers.

Interest on overdue payments shall be calculated at the rate quoted by Vesta's Bankers as its prime overdraft rate plus two (2) percent (2%) from time to time and will be calculated and compounded monthly in arrears from due date until the date payment is received by Vesta. For the purposes of this Agreement, a certificate under the hand of any manager of Vesta's Bankers (whose appointment it shall not be necessary to prove) certifying the prime overdraft rate shall be conclusive proof of the facts contained in the certificate, in the absence of manifest error. Vesta shall be entitled to suspend the provision of Services until such time as all overdue amounts have been paid in full.

- 1.7. Air travel will be reimbursed at the rate of an economic class ticket.
- 1.8. Road travel with own vehicle will be reimbursed at R 4, 00 per kilometre.
- 1.9. Hired vehicles will be reimbursed at a rate of a group B vehicle.
- 1.10. Accommodation will be reimbursed at a rate of a three-star hotel or guest house, including breakfast.

VESTA



SIGNED by the parties and witnessed on the following dates and at the following places respectively:

For Vesta Technical Service:

Date: 10.3.2021

Place: Beberia

For Vesta Technical Services (PTY) Limited

Witness (1) [Signature]

Witness (2)

For Cape Agulhas Municipality:

Date: 10.03.2021

Place: Bredardorp

[Signature]
For Cape Agulhas Municipality

Witness (1) [Signature]

Witness (2) [Signature]

