

SERVICE LEVEL AGREEMENT

Rendering of support and maintenance on the Integrated
Management Information System (IMIS Lite)

Agreement

between

Total Geo-spatial Information Solutions (Pty) Ltd



and

Hantam Municipality

April 2013

A collection of handwritten signatures in black ink, arranged in a horizontal line at the bottom right of the page. There are approximately six distinct signatures of varying lengths and styles.



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1. PREAMBLE

1.1. Background

TGIS supplied an IMIS (Integrated Municipal Information System) Lite System to Hantam Municipality. In order for the system to function correctly various elements need to be maintained and the users need to be supported.

1.2. Purpose of this Document

This contract details the deliverables, terms, conditions, and charges relating to such support and maintenance.

1.3. Standard Form of Contract Costing

The standard TGIS Support and Maintenance contract distinguishes between:

1. Support of personnel and processes by telephone, training and on-site visits;
2. Maintenance of Data; and
3. Annual Licenses for the IMIS Lite System.

In order to sustain the rate of development of the IMIS Lite System, TGIS levies an annual license fee for upgrades of software. This enables us to execute a controlled and managed roll-out of new versions to clients, which includes any data manipulation to newest version formats.

2. PARTIES

The parties to this contract are:

Total Geo-spatial Information Solutions (Pty) Ltd
Company Registration Number 1999/07313/07
Hereinafter referred to as "TGIS"

And

Hantam Municipality
Hereinafter referred to as "the client"

3. COMMENCEMENT AND DURATION

This agreement replaces the existing support and maintenance contract. This agreement shall be deemed to have commenced on **1st of April 2013**, notwithstanding the date of signature of this agreement, and shall terminate on the **31st of March 2016**. This contract replaces any existing contract with reference to support and maintenance on TGIS products.



4. TERMINATION

Either party may terminate this agreement in full, or in part for specific services or products, by giving the other party 3 months notice.

5. EXTENSION

The scope of work associated with the contents and the duration of this service level agreement may be extended by mutual agreement of both parties, subject to the revision of the charges (cost) as stipulated in paragraph 7.

6. DESCRIPTION OF SERVICES

6.1. TGIS Products Annual Upgrade Licenses

TGIS will support the installed IMIS Lite System, and update the system to the latest version, as and when available.

6.2. 3rd Party Products

TGIS will support the following 3rd party products in accordance with the terms and conditions of the suppliers of the products:

1. Planet GIS Server.

6.3. Support Services

TGIS will supply the following support services:

1. Telephonic support to an averaged maximum of 2 hours per month
2. Three site visits of 1-day duration each per year, to do any of the following:
 - a. Discuss and plan refresher training required;
 - b. Discuss and plan new user training required;
 - c. System usage monitoring and reporting;
 - d. Enhancement installations;
 - e. Cadastral Data updates. This is done during site visits due to the volume of data involved.
 - f. Needs assessment and system planning assistance;
3. Carry out any reasonable request of the clients regarding the implemented system; and
4. Limited customization requests.



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6.4. Data Maintenance

TGIS will supply the following data maintenance and updating services via TeamViewer or the client need to supply TGIS with VPN software and access to the server via internet connections. No TeamViewer software license is required by the client and is for the account of TGIS.

1. Cadastral data;
2. Deeds data;
3. SG Diagrams;
4. Topographical mapping at 1:50 000; and
5. Other data extraction and manipulation to an averaged maximum of 2 hours per month.

Due to the volume of the cadastral data, updating of this will take place during the quarterly visit to the client, whilst other updating will take place on a monthly basis.

6.5. Exclusions

This contract excludes:

1. The printing and supply of hardcopy maps or documentation from the system
2. Special developments (programming of software to address a specific need of the client – where this is not part of the continuous enhancement of the IMIS Lite software);
3. Maintenance of hardware and software set-up occasioned by inappropriate or unauthorized 3rd party or client activity on the servers;
4. Damage, malicious or neglect, of the system or hardware;
5. Theft of hardware with installed software. Insurance shall be the client's responsibility;
6. Damage caused by the electricity supply;
7. Damage caused by lightening, storm or flooding;
8. Failures of the client network; and
9. The assessment of individuals in terms of SETA requirements for course credits.

6.6. Client Responsibility

The client shall:

1. Inform TGIS of new staff that need to be introduced to, and trained on, the system/s;
2. Make all phone calls, emails and other correspondence required to utilize and maintain the system;
3. Log faults and supply requests using the appropriate, designated format and method;



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4. Ensure that the internet access to the server is available to do the necessary assistance and maintenance at all hours (maintenance is scheduled outside normal working hours);
5. Ensure that only qualified and authorized personnel have access to the servers and the system;
6. Ensure that daily backups are done of the IMIS system and structures;
7. Ensure that passwords remain secret;
8. Ensure that servers are housed in a safe, secure and climate controlled environment that complies with the suppliers recommendations;
9. When the client moves the server or reconfigure the IP address of the server, the client must request a quote from TGIS to be on site to ensure that the IMIS system will still be running after the move or reconfiguration;
10. The installed server is for the sole purpose of the IMIS system. If the client installs other software that will utilize hard disk space and processing power, TGIS cannot be held responsible for poor performance on the server. For this reason it will be reasonable for the client to inform TGIS of such actions;
11. Comply with all standard operating and supplier specific requirements for all hardware and software;
12. Make available a suitable staff member at each location to be trained as an administrator, for the servers and for each IMIS module;
13. Ensure that all staff using the system are adequately trained on the system;
14. Ensure basic computer literacy of all staff to be trained on the system;
15. Where appropriate allow staff the opportunity to be assessed in terms of SETA requirements for the registration of credits;
16. Ensure that staff comply with defined system procedures; and
17. Notify TGIS of any council resolutions regarding property matters, e.g. rezoning, subdivisions, etc.

7. CHARGES

The client shall be liable for the costs associated with each period as detailed below.

7.1. Support and Maintenance

Cost for data maintenance is based on a 5% movement in ownership change and new boundaries during a contract year. If new townships are established and will be in excess of this allowable figure, a cost estimate will be given to the municipality for approval and separate invoicing.

Deeds info is acquired from the Deeds Registry Office currently at R6.00 per property request. These prices are changed by the Deeds Office not actually linked to any price index and for this reason TGIS do not have any control over these escalations. If the prices escalate outside the control of TGIS, the additional cost will be added to the monthly cost of this contract.



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| Description | Cost |
|-------------------------|-------------------|
| Support and Maintenance | R 5 500.00 |
| Vat @ 14% | R 770.00 |
| TOTAL | R 6 270.00 |

A 10% escalation will be done on 1st July each year.

7.2. IMIS Annual Upgrade Licenses

Annual licenses become payable on the 1st of July each year for the modules installed at the rates tabulated below:

| Item | Annual License Fee |
|----------------------|--------------------|
| IMIS Lite | R 3 000.00 |
| Planet GIS (3 users) | R 3 000.00 |
| Sub- Total | R 6 000.00 |
| Vat @ 14% | R 840.00 |
| TOTAL | R 6 840.00 |

8. PAYMENTS

1. Payments are due monthly in advance, and should be paid directly into the TGIS bank account, by the first of the month, or the last business day preceding this.
2. TGIS will supply an invoice dated for the 1st of the month and specifying the month for which the payment is made and the amount of the payment. Not having received the invoice will not be considered reason for non-payment.
3. The client shall not be entitled to any refund or other credit in respect of interruption of or delay in service or where the client has utilized less service as stipulated.
4. The provision and costs of development are not included in the prices set out in this agreement unless otherwise specified.
5. Should the client fail to pay any amount owing to TGIS on due date, TGIS shall be entitled, in its discretion and without prejudice to any other rights which it may have, to cancel this agreement without notice to the client, or to suspend performance of its obligations pending full payment by the client.
6. In addition to the foregoing, TGIS shall be entitled to charge interest at a rate of 2% per month above the prime bank rate of interest quoted by the Standard Bank of South Africa on any amounts payable by the client to TGIS and not paid within fourteen days of the due date.



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13. BREACH

In the case of breach by any party, the other shall provide written notice to remedy the breach. If the breach is not so remedied within seven (7) days of receipt of such notice, then the aggrieved party is entitled, but not obliged, without prejudice to any other rights or remedies which it may have, to cancel this agreement or to claim immediate performance and or payment by the party in breach.



14. SIGNATURE

Thus duly signed and done on behalf of TGIS

at Uppington on 5/6/2013
J.G. Engelbrecht [Signature]
Name Signature

Who by signatures confirms that he/she is duly authorized thereto.

Witnesses

[Signature]
Name

[Signature]
Signature

S COETZEE
Name

[Signature]
Signature

Thus duly signed and done on behalf of Hantam Municipality

at CALVINIA on 18 APRIL 2013
C. DU PLESSIS [Signature]
Name Signature

Who by signatures confirms that he/she is duly authorized thereto.

Witnesses

J.H. LANGNER
Name

[Signature]
Signature

[Signature]
Name

[Signature]
Signature