



SERVICE LEVEL AGREEMENT

FOR

INFORMATION AND COMMUNICATION TECHNOLOGY

SUPPORT

ENTERED INTO BY AND BETWEEN

SEBATA MUNICIPAL SOLUTIONS (PTY) LTD

(Registration Number: 1994/000005/07)
(Incorporated in the Republic of South Africa)
(Hereinafter "SEBATA")

And

SIYANCUMA LOCAL MUNICIPALITY

(Hereinafter the "CUSTOMER")

Effective Date:

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Agreement Termination

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1.0 INTRODUCTION

1.1 Parties to this Agreement

The Parties to this Service Level Agreement (“SLA”) are:

SEBATA MUNICIPAL SOLUTIONS (PTY) LTD (Hereinafter “SEBATA”)

And

SIYANCUMA LOCAL MUNICIPALITY

_____ (Hereinafter the “CUSTOMER”)

1.2 Purpose and Objective

The purpose of this Agreement is to set out and outline the:

- 1.2.1 Information and Communication Technology (“ICT”) support services that SEBATA will provide to the CUSTOMER;
- 1.2.2 General levels of response, availability and maintenance associated with the support services;
- 1.2.3 Responsibilities associated with this Agreement of SEBATA as a service provider;
- 1.2.4 Responsibilities associated with this Agreement of the CUSTOMER as the Party receiving the support services;
- 1.2.5 Process for requesting the support service in terms of this Agreement by the CUSTOMER; and
- 1.2.6 Fees payable for the support services rendered in terms of this Agreement.

1.3 Commencement Date

This Agreement shall commence with effect from _____, or with effect from any other date agreed to in writing by the Parties, whichever occurs earliest.

1.4 Duration of this Agreement

This Agreement shall endure for an initial period of ONE (1) year, and may thereafter be terminated by either Party by giving the other Party 6 (six) calendar month's written notice. If neither Party has given formal (written) notice after the end of the initial period as contemplated above, this Agreement shall automatically endure for a further 1 (one) year, on the same terms and conditions.

1.5 Definitions

In this Agreement the following words, expressions or abbreviations shall have the meaning set out opposite them:

“ICT”	means Information and Communication Technology;
“ICT Environment”	means a combination of ICT Hardware, software and infrastructure.
“Change Control Procedure”	means the procedure employed in reporting, monitoring and resolving an ICT support related problem in an efficient manner;
“Contract Termination”	refers to the termination of this SLA by either party, provided that all termination requirements are met.
“Data Protection”	refers to the protection of information with due regard to Data Protection Laws as applicable in the Republic of South Africa.

2.0 SCOPE OF WORK

2.1 Standard Services

SEBATA shall provide **ICT Support Cover** to the CUSTOMER to the hours and value

indicated below:

Description	Hours	In Days	Response Time	Monthly Installment can be paid (pm)	Value p/a (excluding VAT)
ICT Monthly support – labour hours only	288 hrs p/a	3 Days p/m	1 Day	R 18,000-00	R 1778400.00

NOTE: ABOVE PRICING DO NOT INCLUDE S & T TRAVELLING, ACCOMMODATION, TRAVELLING TIME - (EXCLUSIVE S & T)

PLEASE INDICATE VALUE OF COVER IN WORDS

(_____) **RANDS ONLY**

A detailed scope of standard service is outlined below:

Support services to be rendered to the CUSTOMER by SEBATA in terms of this Agreement will include:

2.1.1 Network Services

- 2.1.1.1 CUSTOMER's network and account password management;
- 2.1.1.2 Local, wireless and wide area networks;
- 2.1.1.3 Network and (antivirus and operating system patching systems, firewalls, digital certificates, etc) access to internet services;
- 2.1.1.4 Remote access to CUSTOMER's e-resources (reverse proxy services)
- 2.1.1.5 Local file synchronisation services; and
- 2.1.1.6 Administration of a roaming ISP account.

2.1.2 Core IT Systems

- 2.1.2.1 Email and calendaring
- 2.1.2.2 Access to files on central storage;
- 2.1.2.3 Network printing;
- 2.1.2.4 Provision of software;
- 2.1.2.5 Desktop security services; and
- 2.1.2.6 On-line directory of the CUSTOMER (if any)

2.1.3 Support Services

- 2.1.3.1 Hardware and software installation;
- 2.1.3.2 ICT equipment rental;
- 2.1.3.3 Hardware and software re-installation;
- 2.1.3.4 ICT helpdesk;
- 2.1.3.5 Specific ICT training services; and
- 2.1.3.6 Data capture

2.2 Non Standard Services

Non standard services not covered in this Agreement include:

2.2.1 Phone and Facsimile Services

- 2.2.1.1 Telephony infrastructure;
- 2.2.1.2 CUSTOMER's switchboard;
- 2.2.1.3 CUSTOMER and external telephone line and extension with basic handset;
- 2.2.1.4 Feature phones and accessories;
- 2.2.1.5 Forwarding and group arrangements;
- 2.2.1.6 Voicemail;
- 2.2.1.7 Personal desktop faxing;
- 2.2.1.8 Central fax number and walk-in fax service; and
- 2.2.1.9 Conference calling and landline phonebook and public phones at premises of the CUSTOMER.

2.2.2 Support Services

- 2.2.2.1 Hardware acquisition;
- 2.2.2.2 Hardware repair and replacement;
- 2.2.2.3 Payment of ISP subscriptions;
- 2.2.2.4 User support for non-standard hardware and software;
- 2.2.2.5 Creation and maintenance of specialised departmental administrative systems;
- 2.2.2.6 Provision and support of Geographical Information Systems (“GIS”);
- 2.2.2.7 Creation and maintenance of website(s);
- 2.2.2.8 Backup and restore of data not stored centrally on the CUSTOMER’s network; and
- 2.2.2.9 Server management for systems not owned by SEBATA.

SEBATA can be approached to negotiate individual top-up SLAs with the CUSTOMER to provide some of these services. The CUSTOMER is requested to contact the Manager: Business Development at SEBATA on +27(0)12 682 9800.

2.3 Service Level Targets: Definitions and Principles

Service levels are measured using Key Performance Indicators (“KPIs”).

Availability KPIs measure the uptime of services;

Incident response time KPIs measure how long it takes SEBATA to take action towards resolving a reported incident or service request. Where a fault or problem has been reported, the first response occurs when SEBATA begins troubleshooting the problem, typically during a telephone call to the IT helpdesk.

Incident resolution time KPIs measure how long it takes to resolve a reported incident or complete a service request.

2.3.1 Availability KPIs

2.3.1.1 Availability is measured seven (7) days a week, twenty four (24) hours a day and reported on monthly.

The measurement includes:

- Downtime for emergency maintenance;
- Unpredicted downtime due to failures;

The measurement excludes downtime that occurs during:

- The scheduled monthly maintenance windows agreed to by the CUSTOMER and SEBATA;
- The agreed maintenance windows required for major projects such as system upgrades and financial year-end processes.

2.3.1.2 All availability is defined in terms of the service provided. For a service to be deemed to be available, the following must be operating correctly: the servers and software that provides critical functionality, as well as other key services upon which these depend.

2.3.1.3 Availability KPIs have been set at 95% for most essential services. This means that SEBATA commits to no more than 1.5 days of downtime per month (or 18.25 days per year).

2.3.2 Incident response and resolution time KPIs

2.3.2.1 These KPIs are not 100% guarantees, but rather realistic and reasonable service level commitments. It must be understood that they cannot be met 100% of the time; a more reasonable achievement is 90% (if SEBATA were required to meet KPIs 100% of the time, they would have to be set at a level which would neither be desirable to the CUSTOMER, nor reflective of the service level actually being achieved most of the time).

2.3.2.2 These KPIs are normally stated in terms of working days – 07H30 to 16H30 on a regular working day, excluding weekends and public holidays. For example an incident reported at 16H00 on a Friday should be attended by 16H00 the following Monday if the KPI states that it will be responded to within one (1) working day.

2.3.2.3 These KPIs are measured from the time at which the incident is first reported with the appropriate SEBATA service point (typically a call logged with the ICT helpdesk) or system.

2.3.2.4 Resolution time KPIs are used for service requests and for incidents that are known and predictable. In other cases, where it is difficult to predict how long it will take to resolve an unknown problem, response time targets are set instead of resolution time targets.

2.3.2.5 In general, longer resolution times are set for activities which can be scheduled or planned in advance so that SEBATA's efforts can be focused on failures and crises.

2.3.2.6 These KPIs are set according to priority levels. The overarching principle is to prioritise incidents on the basis of their impact on the business of the CUSTOMER. These priorities can be categorised as follows:

PRIORITY 1	<ul style="list-style-type: none"> • Work in the entire premises of the CUSTOMER is stopped or interrupted; • A core / critical services is completely unavailable; • A critical business process is stopped or interrupted for the CUSTOMER as a whole.
PRIORITY 2	<ul style="list-style-type: none"> • Work in a department is stopped or interrupted; • A core / critical service is partially unavailable.
PRIORITY 3	<ul style="list-style-type: none"> • Work for an individual is stopped or interrupted.

2.4 Locations of Service Delivery

Locations covered under this Agreement for the delivery of the service are the following:

Location	Location Ref / Code	Physical Address

2.5 Service Availability

As explained in 2.3 above, core ICT systems are expected to be available 95% of the time.

Staffed services and support however, are available from SEBATA as per schedule below.

Location Code/Ref	Coverage
	07H30 to 16H30, Monday to Friday
	07H30 to 16H30, Monday to Friday
	07H30 to 16H30, Monday to Friday
	07H30 to 16H30, Monday to Friday
	07H30 to 16H30, Monday to Friday
	07H30 to 16H30, Monday to Friday
	07H30 to 16H30, Monday to Friday

To maximise the availability, stability, security and recoverability of systems and services, SEBATA proposes a schedule of maintenance windows during which SEBATA will:

- 2.5.1 patch and upgrade applications, operating and security systems;
- 2.5.2 install applications and components;
- 2.5.3 reboot servers;
- 2.5.4 test for fail-over and disaster recovery; and
- 2.5.5 effect reconfigurations.

For the most part, maintenance windows are scheduled from 09H00 to 17H00 every last _____ (day) of each month.

Request for extended support hours for critical business that occurs during evenings, weekends and on public holidays will be considered by SEBATA and will be chargeable. Such requests should be sent in reasonable advance to SEBATA on techsupport@sebata.co.za.

2.6 Changes to Services

Neither Party to this Agreement may effect any change of whatsoever nature to the service / scope of work outlined in this Agreement without the prior written consent and approval of the other Party.

Should the scope and parameters of work change materially after the signing of this Agreement, the Parties shall draw up and sign a new Agreement which Agreement shall cancel and revoke the terms and provisions of this Agreement.

2.7 Customer Delays

Delays and / or interference by employees of the CUSTOMER that may result in the inadequate rendering of the services covered under this Agreement will be quantified in a time and cost basis using the tariffs in Annexure 2 and will be for the CUSTOMER's account.

2.8 Fundamental External Constraints

Constraints are those things which would prevent SEBATA from meeting its KPIs, and over which SEBATA has little control. These include:

- 2.8.1 Power outages;
- 2.8.2 Physical damage, including but not limited to fires, floods and contractors;
- 2.8.3 Products and services from vendors to which SEBATA is effectively tied in the short term (Mweb, Telkom, etc) notwithstanding SEBATA's best efforts to manage these relationships and enter into service level agreements and contracts.
- 2.8.4 Unpredictable and significant changes in activity levels (e.g. ICT Helpdesk calls, number of email messages sent, number of users for a system, etc) as agreed by SEBATA and the CUSTOMER.

2.9 Fundamental non-SEBATA Responsibilities

- 2.9.1 End-users must:
 - 2.9.1.1 Report incidents or log service requests by logging calls with the ICT Helpdesk unless another process is specifically stated for a particular service;
 - 2.9.1.2 Abide by the applicable policies listed for each service;
 - 2.9.1.3 Have the prerequisite software and hardware;
 - 2.9.1.4 Make reasonable effort to co-operate with SEBATA to resolve incidents, including providing information, performing

troubleshooting steps, and ensuring SEBATA's physical access to space.

2.9.1.5 Where services attract a fee, provide fund and cost centre information.

2.9.2 Departments must:

2.9.2.1 Appoint effective and appropriate representatives to serve in the Steering Committee;

2.9.2.2 Appoint sufficient numbers of ICT liaisons who must:

- Ensure that information regarding ICT improvements, changes to business processes, system maintenance and system problems reaches all users. This information normally comes via emails sent by SEBATA;
- Co-ordinate the gathering of information requested by SEBATA;
- Offer feedback about ICT services to SEBATA;
- Assist by assessing and identifying ICT needs in the department;
- Regularly check SEBATA's website (www.sebata.co.za);
- Represent the department's ICT needs at the CUSTOMER's inter-departmental ICT meetings, or similar forums.
- Appoint directory manager who must ensure that staff information (name, telephone number, office number, etc) contained in the CUSTOMER's directory is accurate and maintained.

3.0 PERFORMANCE, TRACKING AND REPORTING

3.1 Key Personnel Changes

Any changes made by the CUSTOMER to its IT Department's key personnel must be duly communicated to SEBATA.

For the purpose of this Agreement, the contact person(s) for the CUSTOMER are:

NAME	DESIGNATION
NAME	DESIGNATION

For the purpose of this Agreement, the contact person(s) for SEBATA are:

GERRIT DEYZEL	IT MANAGER
NAME	DESIGNATION
DYLAN STRYDOM	MANAGING DIRECTOR
NAME	DESIGNATION

The person(s) referred to above for the CUSTOMER and for SEBATA shall be regarded as the primary and secondary contact person(s) respectively for all matters concerning services covered under this Agreement and any substitution of either person(s) by either Party shall be effected by way of written notice to the other Party.

3.2 Service and Service Levels

SEBATA agrees to provide ICT Support and services to the ICT environment during normal working hours.

The services included in this SLA are those approved jointly by the CUSTOMER and SEBATA as being core ICT support services. These are defined as essential ICT services that meet all or most of the following criteria:

- 3.2.1 They support the core business of the CUSTOMER;
- 3.2.2 They are used across the environment of the CUSTOMER and do not require specialised content knowledge;
- 3.2.3 They need to be reliable and available;
- 3.2.4 There is significant and potentially material risk to the CUSTOMER if the standards are not monitored, implemented and enforced;

- 3.2.5 For the most part, they are provided to the CUSTOMER in terms of this Agreement, with exceptions as clearly outlined below.
- 3.2.6 Accountability of their provision rests with SEBATA, while governance remains with the CUSTOMER.

3.3 Requesting Support

An employee of the CUSTOMER that requires assistance must contact the ICT Helpdesk by calling +27(0)11 218 8080 / 0861 S-E-B-A-T-A / 0861 73 22 82 during support hours or by sending an email to techsupport@sebata.co.za. The Helpdesk will log and track every call, and make information about each call readily available for the CUSTOMER in the monthly report.

If the CUSTOMER wishes to escalate calls logged with the Helpdesk, the following person(s) should be contacted in the following order:

- 3.3.1 ICT Manager (gerrit.deyzel@sebata.co.za / +27(0)11 218 8080);
- 3.3.2 Business Development Manager (tando.vutha@sebata.co.za / +27(0)11 218 8080);
- 3.3.3 Managing Director (dylan.strydom@sebata.co.za / +27(0)11 218 8080).

3.4 Communication

SEBATA will communicate information about ICT improvements, changes to business processes, system maintenance and ICT problems by using one or more of the following methods:

- 3.4.1 sending an email to the CUSTOMER's emailing list or users of a specific service or system;
- 3.4.2 phoning the IT Liaisons when email is unavailable;
- 3.4.3 posting information on SEBATA's website (www.sebata.co.za)
- 3.4.4 changing the information provided upon calling the ICT Helpdesk; and
- 3.4.5 Publishing articles in the SEBATA newsletter.

3.5 Reporting and Review Schedule

SEBATA will produce reports on performance against KPIs on a quarterly basis, within fifteen (15) working days of the end of the quarter. These will be presented to the CUSTOMER.

Service delivery will be reviewed by SEBATA and the CUSTOMER within one (1) month of the publication of the quarterly reports. The objective is to improve services and review the appropriateness of service level targets.

3.6 Requesting New Services

This SLA describes the services that would be provided to the CUSTOMER by SEBATA. The CUSTOMER and / or its various departments may request additional services. These often attract a fee, and may require the negotiation of a top-up SLA.

The CUSTOMER should contact the ICT helpdesk to log a development request – a request for SEBATA to consider providing a new service or system (in other words, something not catered for at present) or to substantially re-design or development an existing service or system.

4.0 COMPENSATION

4.1 Fees and Payments

The fees payable under this Agreement are calculated on an annual basis, and are payable monthly and / or annually in advance for each year.

The fees and payments shall escalate annually on the anniversary of this Agreement at the level of the prevailing CPI from time to time, or 10%, whichever is the higher.

The fees payable can either be paid by cheque, direct bank electronic transfer or by debit order.

4.2 Reimbursable Expenses

Reimbursable expenses shall include any work and / or service that is required by the CUSTOMER, that is not covered under this Agreement.

The provision of such work and / or service will be at the discretion of SEBATA. SEBATA reserves the right to refuse to provide and / or execute work and / or service that is not

covered under this Agreement, provided that SEBATA provides the CUSTOMER with a formal (written) notice of refusal.

Reimbursable expenses will be charged according to the tariffs appearing in **Annexure 2**.

4.3 Invoices

Invoices for services covered under this Agreement will be issued a month in advance every month and will be emailed to _____ and posted to the *Domicilium citandi et executandi* chosen by the CUSTOMER and reflected in Clause 7.9 of this Agreement.

4.4 Payment Terms & Interest on Late Payments

Fees are payable monthly and / or annually in advance for each period applicable.

Interest, compounded monthly in arrear, at the prevailing overdraft rate of SEBATA'S bankers from time to time, shall be levied on accounts owing by the CUSTOMER for any period longer than 60 (Sixty) days.

SEBATA reserves the right to suspend and / or terminate services under this Agreement in respect of non-payment and / or overdue account.

The CUSTOMER may not set off any amount(s) owing by SEBATA and / or SEBATA'S duly authorised agent(s) from any amount(s) due by the CUSTOMER to SEBATA and / or SEBATA'S authorised agent(s).

An appropriate discount may be applied in respect of fees paid annually in advance by the CUSTOMER. The discount to be applied shall be at the sole discretion of SEBATA.

5.0 DUTIES AND RESPONSIBILITIES

5.1 Processing and Authorisation of Invoices

The CUSTOMER, upon receipt of an invoice relating to services rendered by SEBATA in terms of this Agreement, shall set in motion all processes required under the CUSTOMER's policies and procedures for payment of the invoice within the period stipulated in Clause 5.4 of this Agreement.

All invoices and billing documents will be forwarded to the person(s) stipulated in Clause 3.1 of this Agreement for processing and authorisation.

5.2 CUSTOMER Personnel, Facilities and Resources

The CUSTOMER agrees and undertakes:

To inform SEBATA of any fault or damage when diagnosed.

To make the equipment and such facilities as may be necessary available to SEBATA personnel upon arrival at the CUSTOMER's premises.

To allow only authorised SEBATA personnel to carry out services and support in terms of this Agreement.

Not to move the carry out services covered in this Agreement without written notice to SEBATA.

To care for the equipment and house it in suitable premises and under suitable environmental conditions and to follow such instructions on these matters and in regard to operating the equipment and carrying out operator's routine maintenance on the equipment as SEBATA or the supplier may give from time to time.

To carry out any diagnostic and test routines on the equipment solely in the manner advised by SEBATA or the supplier, and upon termination of the maintenance service forthwith return to SEBATA all copies of programmes, manuals and other documentation comprising such routines.

To notify SEBATA in writing without delay of any changes in the operating conditions or environment surrounding the installation.

To provide a telephone in the vicinity of the installed computer equipment and to allow this telephone facility to be used free of charge by SEBATA personnel, if required for the execution of duties in respect of services covered in this Agreement.

That at the end of the initial one year term of this Agreement or any time thereafter, if individual item(s) cannot, in SEBATA's opinion be adequately or economically maintained on site due to excessive wear and / or deterioration, SEBATA may submit to the CUSTOMER a quotation for the refurbishment of such items. If the CUSTOMER elects not to have the items of equipment refurbished, or if refurbishment is impractical due to the age of such items or the non-availability of replacement parts, SEBATA may withdraw such items from this Agreement upon 30 (thirty) days prior written notice.

5.3 Training on Specialised Equipment and / or Tasks

SEBATA will undertake to train employees of the CUSTOMER when and where necessary and possible on the resolution of specific and general issues that may arise from time to time, issues which may or may not be covered under this Agreement. SEBATA will endeavour to limit this to minor issues that may not affect normal operations of the CUSTOMER.

5.4 Approvals and Information

The person(s) stipulated in Clause 3.1 of this Agreement will be responsible for:

- The approval of any amendments, alterations, changes and the enforcement of this Agreement;
- The issuance of any information that may be required by SEBATA for the effective delivery of services in terms of this Agreement.
- Any other form of assistance within reason that may be required for the effective delivery of services in terms of this Agreement.

5.5 Duties of Sebata

SEBATA shall ensure that all work to be done in terms of this Agreement shall be performed and / or supervised by competent and qualified personnel.

6.0 OTHER INFORMATION

6.1 Third (3rd) Parties

The CUSTOMER assumes full responsibility for any 3rd Party(s) that may be active and / or providing an IT related service to the CUSTOMER.

The CUSTOMER assumes full responsibility for any cost(s) that may be incurred by either Party to this Agreement, as a result of a direct or indirect, intentional or unintentional action of a 3rd Party that may result in the compromising of the services and support covered under this Agreement.

6.2 Limitations

Notwithstanding any other provision of this Agreement and irrespective of any fault or negligence, neither SEBATA, SEBATA's duly authorised agents, or any of SEBATA's employees, shall be liable to the CUSTOMER for any direct, indirect, incidental, consequential, reliance, special or punitive damages (including without limitation damages for harm to business, loss of sales, loss of savings, loss of profits (anticipated or actual), loss of use, downtime, injury to persons or damage to property and/or claims of third parties), regardless of the form of action whether in contract, warranty, strict liability, vicarious liability and/or in delict (including without limitation, negligence of any kind, whether active or passive) or any other legal equitable theory. In all events, the liability of SEBATA, SEBATA employees, and/or its duly authorised agents to the CUSTOMER in connection with any item of the services and/or enhancement thereto, shall not exceed the sum received by SEBATA and/or its duly authorised agent under this Agreement for such item of the service and/or any enhancement thereto. The CUSTOMER agrees that the provisions of this paragraph represent a reasonable allocation of the risk under this Agreement and that the willingness of SEBATA and/or its duly authorised agent to grant to the CUSTOMER the rights specified herein reflects the allocation of this and the limitations of liabilities specified herein.

6.3 Suspension

The CUSTOMER's entitlement to any services rendered under this Agreement may be suspended in the event of, but not limited to, a material and un-redeemable breach of the terms and conditions of this Agreement, and / or violation or infringement of any of SEBATA's intellectual property rights, and / or overdue and / or non-payment of applicable fees.

Should the services to the CUSTOMER covered under this Agreement be suspended for whatsoever reason, the CUSTOMER acknowledges that it will forfeit its access to any aspect of and / or the full service covered under this Agreement, but the CUSTOMER shall still be liable for the payment of fees during such suspension.

6.4 Termination

This Agreement shall be terminated by either Party on giving the other Party 6 (Six) calendar months or 180 (One Hundred and Eighty) calendar days notice of such termination, and such notice shall be in writing.

Either Party shall be entitled to terminate this Agreement upon an act or omission of the other Party which is in breach of this Agreement and is not remedied, to the extent remediable, within a reasonable period after being notified of such breach in writing.

6.5 Disputes and Arbitration

Should any dispute of whatsoever nature arise between the Parties out of or pursuant to this Agreement, or should a deadlock occur, either Party shall be entitled, by written notice to the other Party, to require that the deadlock or dispute be resolved within fourteen (14) days or two weeks.

If the dispute or deadlock referred in the paragraph above is not resolved, or a compromise is not found after the fourteen (14) days, the aggrieved Party may require in a written notice to the other Party, that the deadlock or dispute be referred to an Arbitrator to be agreed upon by the Parties.

Failing agreement as to the person to be appointed within fourteen (14) days after the occurrence of any such deadlock or dispute referred to in the paragraph above, the dispute or deadlock shall be submitted to an Arbitrator to be nominated by the Chairman of the Arbitration Foundation of South Africa (AFSA). Such arbitration shall be conducted in accordance with AFSA Rules and Regulations.

Should the arbitration proceedings per paragraph above remain unresolved the matter will be referred to a South African Court with relevant jurisdiction.

6.6 Costs

In the event that SEBATA and / or its duly authorised agent having to enforce any of its rights in terms of this Agreement due to the CUSTOMER's breach, the CUSTOMER shall be liable for the costs incurred by SEBATA and / or its duly authorised agent as on the scale between attorney and own client including collection commission and tracing costs.

6.7 Vis Major (Force Majeure)

Neither Party shall have any claim of any nature whatever against the other for failure to carry out any of its obligations under this Agreement as a result of *vis major*, including but without being limited to, any strike, lock-out, shortage of labour or materials, delays in transport, accidents of any kind, riot, political and civil disobedience or disturbance, the elements, any act of any State or Government or any other authority or any other cause whatever beyond the control of the Party in question.

6.8 Severability

Each paragraph, clause and / or appendix in this Agreement is severable from the others.

If any paragraph, clause or appendix is found by any competent Court to be defective and / or unenforceable or invalid for whatsoever reason, the remaining paragraphs, clauses and appendices shall continue to be of full force and effect.

6.9 Domicilium and Notices

The Parties hereto choose *domicilia citandi et executandi* for all purposes of and in connection with this Agreement as follows:

SEBATA:

66 PARK LANE, 3RD FLOOR, SANDTON, 2146

Telephone: +27(0)11 218 8080

Facsimile: +27(0)86 274 3900

E-mail: info@sebata.co.za

SIYANCUMA LOCAL MUNICIPALITY:

CARL CILLIERS STREET. DOUGLAS, 8730

Telephone: (053) 298 1810

Facsimile: (053) 298 3141

E-mail:

Either Party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it shall be an address other than a box number in the Republic of South Africa, and any such change shall only be effective upon receipt of the notice in writing by the other Party of such change.

All notices, demands, communication or payments intended for either Party shall be made or given at the other Party's *domicilium* for the time being.

A notice sent by one Party to the other Party shall be deemed to be received:

on the same day, if delivered by hand;

on the same day, if sent by telefax;

on the seventh (7th) day after posting, if sent by pre-paid registered mail.

Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a Party shall be adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

6.10 Governing Law and Jurisdiction

This Agreement shall in all aspects be governed by and be construed in accordance with the Laws of the Republic of South Africa and the Parties hereby consent and submit to

the non-exclusive jurisdiction of the High Court of South Africa (Witwatersrand Local Division).

7.0 GENERAL

Prior Agreement:

This Agreement replaces any prior SLA that may have been in place and/or negotiated between the Parties. Where no signed Agreement was and/or is in place, this Agreement represents the understanding and agreement between the Parties.

Any prior SLA entered into between the CUSTOMER and SEBATA-related entities such as Nyl-Data Computer Services (Proprietary) Limited (Registration number 1998/009017/07), and/or Unitech Computer Services (Proprietary) Limited (Registration number 1992/002387/07), and/or African Financial Solutions (Proprietary) Limited (Registration number 1997/005849/07), and/or B & B Software CC (CK1987/013047/23) and/or B & B Software (Proprietary) Limited (Registration number 2005/033093/07), are on signature of this Agreement effectively replaced by this Agreement.

Notwithstanding the fact that this Agreement replaces any prior written and/or unwritten SLA and/or arrangement in respect of this and/or any other of SEBATA's services between the CUSTOMER and any entity taken over by SEBATA and/or whose assets, rights and obligations SEBATA took over, the rights and obligations of SEBATA and those of the CUSTOMER remain valid and unaffected.

Entire Agreement:

This document constitutes the sole record of the agreement between the parties in respect of services covered under this Agreement. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

Amendments:

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

Waiver:

No indulgence which either of the Parties ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which might have arisen in the past or which might arise in the future.

Assignment:

SEBATA may cede, assign, delegate or in any other way alienate or dispose of its rights and obligations under this Agreement with or without the prior consent of the CUSTOMER. Any consent or approval required by SEBATA in terms of this Agreement will not be unreasonably withheld.

Binding on successors:

This Agreement shall endure to the benefit of and shall be binding upon the successors-in-title and permitted assigns of either party.

Notices:

Any notices or communication in respect of this Agreement shall be in writing and shall be deemed to have been duly given by either Party to the other on the date hand-delivered, or properly sent by registered mail or courier, or properly sent by facsimile, or successfully transmitted by e-mail.

THUS DONE AT _____ ON THIS THE _____ DAY OF _____ 20__

For and on behalf of:

SEBATA MUNICIPAL SOLUTIONS (PROPRIETARY) LIMITED

NAME: _____

Who warrants his/her authority hereto

CAPACITY: _____

AUTHORITY: _____

AS WITNESSES:



THUS DONE AT _____ ON THIS THE _____ DAY OF _____ 20__

For and on behalf of:

SIYANCUMA LOCAL MUNICIPALITY

NAME: _____

Who warrants his/her authority hereto

CAPACITY: _____

AUTHORITY: _____

AS WITNESSES:

ANNEXURE 1

DETAILED SCOPE OF STANDARD SERVICES OF THIS SLA

NETWORK SERVICES

- CUSTOMER's network account;
- Password management for CUSTOMER's network accounts;
- Local, wireless and wide area network;
- Access to internet services;
- Remote access to CUSTOMER's e-resources;
- Local file synchronisation; and
- Administration of a roaming ISP account.

Service	Service Level Targets	Customer Responsibilities						
<p>CUSTOMER'S NETWORK ACCOUNT</p> <p>Description:</p> <ul style="list-style-type: none"> • Issuing of a CUSTOMER network account; • Cancelling of a CUSTOMER network account <p>Applicable to:</p> <ul style="list-style-type: none"> • CUSTOMER employees • Authorised 3rd parties 	<table border="1" data-bbox="638 919 1026 1073"> <thead> <tr> <th data-bbox="638 919 829 972">Service Request</th> <th data-bbox="829 919 1026 972">Service Target Level</th> </tr> </thead> <tbody> <tr> <td data-bbox="638 972 829 1024">Issuing network account</td> <td data-bbox="829 972 1026 1024">1 day</td> </tr> <tr> <td data-bbox="638 1024 829 1073">Cancelling network account</td> <td data-bbox="829 1024 1026 1073">1 day</td> </tr> </tbody> </table> <p>Constraints</p> <ul style="list-style-type: none"> • Fundamental external constraints • A network account cannot be issues if the CUSTOMER's network account holder's organisational code has not been defined and captured in the applicable system 	Service Request	Service Target Level	Issuing network account	1 day	Cancelling network account	1 day	<p>To access the service Individual users cannot <i>directly</i> have network accounts issued or cancelled. These processes happen automatically as follows:</p> <p><u>For a staff account to be issued</u> The staff member's department must submit the account activation form to the IT Liaison 4 weeks before commencement of work and the form must be forwarded to SEBATA for issuing of the account.</p> <p><u>For a staff account to be cancelled</u> The staff member's department must submit the account cancellation form to the IT Liaison and this must be forwarded to SEBATA for cancellation of the account.</p> <p><u>For a 3rd party account to be issued</u> The department that is making use of the 3rd party system must submit a 3rd party account activation form to the IT Liaison and the form must be forwarded to SEBATA for issuing of the account (the form must have a starting date).</p> <p><u>For a 3rd party account to be cancelled</u> The end date on the account activation form will trigger the automatic cancellation of the 3rd party's account.</p> <p>Prerequisites</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities; • CUSTOMER must provide complete and accurate
Service Request	Service Target Level							
Issuing network account	1 day							
Cancelling network account	1 day							

		<p>information on time.</p> <p>To report a fault or problem with the service</p> <ul style="list-style-type: none"> Staff should contact the ICT Helpdesk by phone, email or via the SEBATA website. <p>Applicable Policies</p> <ul style="list-style-type: none"> Employees of the CUSTOMER must keep their accounts and passwords secure and never allow anyone else to use them. 						
<p>PASSWORD MANAGEMENT FOR CUSTOMER NETWORK ACCOUNTS</p> <p>Description:</p> <ul style="list-style-type: none"> Changing of passwords by account holders via the ICT Helpdesk <p>Applicable to:</p> <ul style="list-style-type: none"> CUSTOMER network account holders 	<p>Availability</p> <p>Password change service is available 95% of the during normal working hours (07H30 to 16H30) from Monday to Friday excluding monthly maintenance windows</p> <table border="1" data-bbox="636 781 1029 907"> <thead> <tr> <th>Service Request</th> <th>Service Level</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Changing a password via ICT Helpdesk</td> <td>1 day</td> <td></td> </tr> </tbody> </table> <p>Constraints</p> <ul style="list-style-type: none"> Fundamental external constraints 	Service Request	Service Level	Target	Changing a password via ICT Helpdesk	1 day		<p>To access the service</p> <p>Password changes can be requested by logging a call with the ICT Helpdesk and requesting a password change.</p> <p>Prerequisites</p> <ul style="list-style-type: none"> Fundamental CUSTOMER responsibilities Employees of the CUSTOMER must provide proof of identification in order to have their passwords changed by the ICT Helpdesk. Employees of the CUSTOMER must change their passwords when prompted to do so. <p>To report a fault or problem with the service</p> <ul style="list-style-type: none"> Staff should contact the ICT Helpdesk by phone, email or via the SEBATA website. <p>Applicable Policies</p> <ul style="list-style-type: none"> Staff members must consult their IT Liaison when requiring changes to passwords.
Service Request	Service Level	Target						
Changing a password via ICT Helpdesk	1 day							
<p>LOCAL, WIRELESS AND WIDE AREA NETWORK</p> <p>Description:</p> <ul style="list-style-type: none"> The network from the point in the wall to the data centre; Wireless networks; Wide area network links <p>Applicable to:</p> <ul style="list-style-type: none"> CUSTOMER network account holders connected to the CUSTOMER's network 	<p>Availability for WAN & LAN sites</p> <p>The CUSTOMER's network from the central data centre(s) to the connection point on each WAN site of the CUSTOMER is available 95% of the time, 24 hours a day, 7 days a week excluding monthly maintenance windows</p> <p>Availability of LAN sites</p> <p>The CUSTOMER's network from the central data centre(s) to the connection point in each building of the CUSTOMER is available 95% of the time, 24 hours a day, 7 days a week excluding monthly maintenance windows.</p>	<p>To access the service</p> <p>Log a call with ICT Helpdesk by phone, through email or via SEBATA website</p> <p>Prerequisite</p> <ul style="list-style-type: none"> Fundamental CUSTOMER responsibilities; <p>For allocating a dynamic IP address:</p> <ul style="list-style-type: none"> the correct MAC address; <p>For allocating a static IP address and updating the DNS:</p> <ul style="list-style-type: none"> the correct MAC address and hostname. <p>For installing or moving a network point:</p> <ul style="list-style-type: none"> information, fund name, cost centre, physical location of a 						

	<table border="1"> <thead> <tr> <th>Service Request</th> <th>Service Level</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Installing or moving a network point</td> <td>10 days</td> <td></td> </tr> <tr> <td>Allocating a dynamic IP address</td> <td>1 day</td> <td></td> </tr> <tr> <td>Allocating a static IP address</td> <td>2 days</td> <td></td> </tr> <tr> <td>Updating the DNS</td> <td>2 days</td> <td></td> </tr> <tr> <td>Fixing a fault with network access</td> <td>1 day</td> <td></td> </tr> </tbody> </table> <p>Constraints</p> <ul style="list-style-type: none"> Fundamental external constraints For WAN sites, downtime caused by CUSTOMER's connectivity vendors For wireless services, electromagnetic interferences Availability of wireways and sleeves that carry cables (provided by others) 	Service Request	Service Level	Target	Installing or moving a network point	10 days		Allocating a dynamic IP address	1 day		Allocating a static IP address	2 days		Updating the DNS	2 days		Fixing a fault with network access	1 day		<p>network point.</p> <ul style="list-style-type: none"> Authorisation from the relevant party(s) <p>To report a fault or problem with the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Applicable Policies Organisational ICT Policies</p>
Service Request	Service Level	Target																		
Installing or moving a network point	10 days																			
Allocating a dynamic IP address	1 day																			
Allocating a static IP address	2 days																			
Updating the DNS	2 days																			
Fixing a fault with network access	1 day																			
<p>ACCESS TO INTERNET SERVICES</p> <p>Description:</p> <ul style="list-style-type: none"> Authenticated access to the World Wide Web (http, https, ftp) with no quota restrictions provision of web usage information to end-users and the executive prioritisation of certain internet protocols over others to ensure that high priority areas receive more bandwidth processing of exception requests: <ul style="list-style-type: none"> special bandwidth allocation for niche applications requests to provide access that requires no authentication to specific URLs or special purpose servers requests for additional monthly quotas for the executive <p>Applicable to:</p> <ul style="list-style-type: none"> Account holders located in the premises / buildings of the CUSTOMER and connected to the CUSTOMER's network <p>Exclusions</p> <ul style="list-style-type: none"> Specific 3rd parties Other areas as specified by the CUSTOMER 	<p>Availability Access to the Internet service is available 95% of the time, 24 hours a day, 7 days a week excluding official monthly maintenance windows</p> <table border="1"> <thead> <tr> <th>Service Request</th> <th>Service Level</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Fixing internet access problems</td> <td>Within 1 day</td> <td></td> </tr> <tr> <td>Allocating additional monthly quotas</td> <td>Within 2 days</td> <td></td> </tr> <tr> <td>Providing special bandwidth allocations</td> <td>Within 5 days</td> <td></td> </tr> </tbody> </table> <p>Constraints</p> <ul style="list-style-type: none"> Fundamental external constraints Downtime attributable to the CUSTOMER's bandwidth providers Downtime attributable to new denial of service attacks and malware despite best efforts to block such traffic Downtime on websites not hosted by SEBATA <p><i>Note: No service level targets can be set for speed, as this is constrained by the amount of budget available for bandwidth and the demands placed upon the bandwidth by users at any point in time.</i></p>	Service Request	Service Level	Target	Fixing internet access problems	Within 1 day		Allocating additional monthly quotas	Within 2 days		Providing special bandwidth allocations	Within 5 days		<p>To access the service For special bandwidth allocations, staff must contact their respective IT Liaison who will in turn contact the ICT Helpdesk by phone or via email.</p> <p>Prerequisites</p> <ul style="list-style-type: none"> Fundamental CUSTOMER responsibilities A computer and supported browser correctly configured to connect to the internet. The departmental IT Liaisons will authorise special bandwidth quota allocations and will inform SEBATA. <p>To report a fault or problem with the service Contact the ICT Helpdesk by phone, by email or via the SEBATA website.</p> <p>Applicable Policies Organisational ICT Policies and internet usage regulations.</p>						
Service Request	Service Level	Target																		
Fixing internet access problems	Within 1 day																			
Allocating additional monthly quotas	Within 2 days																			
Providing special bandwidth allocations	Within 5 days																			

<p>REMOTE ACCESS TO CUSTOMER'S E-RESOURCES</p> <p>Description: Reverse proxy: authenticated off-site access to selected e-resources</p> <p>Applicable to: Network account holders</p>	<p>Availability Reverse proxy services are available 95% of the time, 24 hours a day and 7 days a week excluding official monthly maintenance windows.</p> <p>Constraints</p> <ul style="list-style-type: none"> • External fundamental constraints • Downtime attributable to the CUSTOMER'S bandwidth providers • Downtime attributable to new denial of service attacks and malware despite best efforts to block such traffic • Downtime on websites not hosted by SEBATA <p><i>Note: No service level targets can be set for speed, as this is constrained by the amount of budget available for bandwidth and the demands placed upon the bandwidth by users at any point in time. Since the service is accessed from off-site, speed is also affected by the service from the ISP.</i></p>	<p>To access the service Log a call with ICT Helpdesk by phone, through email or via SEBATA website for access to the set-ups.</p> <p>Prerequisite</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities • A computer with a working internet connection • A browser on the supported software list <p>To report a fault or problem with the service Contact ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Applicable Policies Organisational ICT Policies and remote access regulations.</p>									
<p>ADMINISTRATION OF A ROAMING ISP ACCOUNT</p> <p>Description Administration of roaming internet subscription (ISP account) that can only be used locally. Processing of:</p> <ul style="list-style-type: none"> • Applications • Changes • Monthly payments <p>Applicable to:</p> <ul style="list-style-type: none"> • Staff members • Authorised 3rd parties 	<table border="1"> <thead> <tr> <th>Service Request</th> <th>Service Level</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Application processing</td> <td></td> <td>1 day</td> </tr> <tr> <td>Changing the password</td> <td></td> <td>1 day</td> </tr> </tbody> </table>	Service Request	Service Level	Target	Application processing		1 day	Changing the password		1 day	<p>To access the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Prerequisite</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities <p>To report a fault or problem with the system</p> <ul style="list-style-type: none"> • Contact ICT Helpdesk by phone, through email or via the SEBATA website • Contact the local service desk of the respective ISP <p>Applicable Policies Organisational Policies governing the access and use of the internet.</p>
Service Request	Service Level	Target									
Application processing		1 day									
Changing the password		1 day									

CORE IT SYSTEMS

Email and Calendaring

Access to files on central storage

Network printing

Provision of software

Desktop security systems

On-line directory of the CUSTOMER (if any)

Service	Service Level Targets	Customer Responsibilities												
<p>EMAIL AND CALENDARING</p> <p>Description</p> <ul style="list-style-type: none"> • A universal inbox messaging, calendaring, group scheduling, task management and threaded discussions. <ul style="list-style-type: none"> ○ An email address within the CUSTOMER'S domain that complies to the email naming standard. ○ A mailbox with a 250MB storage space for staff and applicable 3rd parties ○ Ability to book meetings, venues and resources through a shared calendar ○ Ability to archive messages ○ Ability to set up filtering rules and vacation replies • Access from on and off-site • Mailbox access via a secure IMAP, typically used for mobile devices and other unsupported email clients • PDA Connect software and synchronisation with PDAs • Group mailing lists and organisational staff groupings • User requested mailing lists • Attachment of CUSTOMER'S email disclaimer to all outgoing mail • Email delivery according to the following rules: attempted delivery every 15 minutes for the first 2 hours, then at increasing intervals starting at 2 hours, and increasing each time by a factor of 1.5 hours up 	<p>Availability</p> <p>Excluding official monthly maintenance windows, measured on a 24/7 basis, email and calendaring are available 95% of the time</p> <table border="1" data-bbox="613 955 1019 1333"> <thead> <tr> <th>Service Request</th> <th>Service Target Level</th> </tr> </thead> <tbody> <tr> <td>Creating an email account</td> <td>3 days</td> </tr> <tr> <td>Allocating additional mailbox space</td> <td>3 days</td> </tr> <tr> <td>Creating a mailing list</td> <td>3 days</td> </tr> <tr> <td>Creating a venue or resource in the shared calendar</td> <td>3 days</td> </tr> <tr> <td>Recovering email data from the central servers</td> <td>3 days</td> </tr> </tbody> </table> <p>Constraints</p> <ul style="list-style-type: none"> • Fundamental external constraints • A network account cannot be issues if the CUSTOMER's network account holder's organisational code has not been defined and captured in the applicable system 	Service Request	Service Target Level	Creating an email account	3 days	Allocating additional mailbox space	3 days	Creating a mailing list	3 days	Creating a venue or resource in the shared calendar	3 days	Recovering email data from the central servers	3 days	<p>To access the service</p> <p>Email accounts and addresses are automatically generated when a CUSTOMER network account is issued. For all other email services, log a call with ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Prerequisite</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities <p>Other CUSTOMER responsibilities</p> <ul style="list-style-type: none"> • Staff must manage their mailboxes to ensure that they do not exceed space limitations nad risk being prevented from sending mail • Staff are responsible for backing up any email data stored on their local computer. • A correctly configured email client or web browser. • A computer with a working internet connection <p>To report a fault or problem with the service</p> <p>Contact the ICT Helpdesk by phone, through email or via the SEBATA website.</p> <p>Applicable Policies</p> <p>Organisational ICT Policies and email access and use regulations.</p>
Service Request	Service Target Level													
Creating an email account	3 days													
Allocating additional mailbox space	3 days													
Creating a mailing list	3 days													
Creating a venue or resource in the shared calendar	3 days													
Recovering email data from the central servers	3 days													

<p>to 16 hours, then every 8 hours until 4 days have passed since the first failed delivery</p> <p>Chargeable components:</p> <ul style="list-style-type: none"> • Additional mailbox space • Recovery of mailbox data stored on central servers within 14 calendar days <p>Applicable to:</p> <ul style="list-style-type: none"> • Network account holders <p>Exclusions:</p> <ul style="list-style-type: none"> • Only a limited set of features is available when connecting via secure IMAP • Email messages larger than 10MB will not be delivered • Email messages with banned attachment file types will not be delivered. 		
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<p>ACCESS TO FILES ON CENTRAL STORAGE</p> <p>Description:</p> <ul style="list-style-type: none"> • On or off-site access to data in the staff's home directory (F: drive) with 250MB allocation to staff and certain 3rd parties. • On or off-site access to data stored in a shared directory on central storage (G: drive) • Storage that is highly available, reliable, extensively backed-up and recoverable – i.e. suitable for business-critical data • Server-based- anti-virus scanning <p>Chargeable components:</p> <ul style="list-style-type: none"> • Additional storage space beyond the initial allocation • Recovery of data stored on central servers within 14 working days. <p>Applicable to: All network account holders</p> <p>Exclusions:</p> <ul style="list-style-type: none"> • SEBATA allocates shared central storage space to CUSTOMER'S departments only. Management of this space is not SEBATA'S responsibility. • Staff located at CUSTOMER'S WAN sites cannot access home directory or shared data from off-site 	<p>Availability Excluding official monthly maintenance windows, measured on a 24/7 basis, access to files on the central storage is available 95% of the time.</p> <table border="1" data-bbox="613 1010 1008 1234"> <thead> <tr> <th>Service Request</th> <th>Service Level</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Allocating additional storage space</td> <td>3 days</td> <td></td> </tr> <tr> <td>Recovering data from central servers</td> <td>3 days</td> <td></td> </tr> <tr> <td>Fixing a fault</td> <td>1 day</td> <td></td> </tr> </tbody> </table> <p>Constraints Fundamental external constraints</p> <p><i>Note: No service level targets can be set for speed of access from off-site, as this is constrained by the CUSTOMER'S bandwidth availability and service from the ISP.</i></p>	Service Request	Service Level	Target	Allocating additional storage space	3 days		Recovering data from central servers	3 days		Fixing a fault	1 day		<p>To access the service</p> <ul style="list-style-type: none"> • Access to F: drive is automatically allocated when a CUSTOMER network account is created / issued • High level access to G: drive is automatically allocated • For file service related requests other than the lower level G: drive access, log a call with the ICT Helpdesk by phone, through email or via the SEBATA website • For access to lower level G: drive folders, contact the IT Liaison in the department. <p>Prerequisites</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities • Other CUSTOMER responsibilities • Management of the F: and G: drives to ensure that they do not exceed space limitations and the risk of corrupting or losing data. • A computer with a working internet connection • A correctly configured network client or web browser <p>To report a fault or problem with the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Applicable Policies Organisational ICT Policies and remote access regulations.</p>
Service Request	Service Level	Target												
Allocating additional storage space	3 days													
Recovering data from central servers	3 days													
Fixing a fault	1 day													

<p>NETWORK PRINTING</p> <p>Description:</p> <ul style="list-style-type: none"> • Printing to any network printer which you have authorisation from on or off-site • Monthly reports on printer usage • Ability to install printer drivers from a web page • Automatic update of printer drivers on user's computers <p>Applicable to: All network account holders</p>	<p>Availability Network printing services are available 95% of the time, 24 hours a day and 7 days a week, excluding official monthly maintenance windows.</p> <table border="1" data-bbox="613 415 1019 640"> <thead> <tr> <th>Service Request</th> <th>Service Level</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Setting up a new printer</td> <td>3 days</td> <td></td> </tr> <tr> <td>Requesting access rights to an existing printer</td> <td>2 days</td> <td></td> </tr> <tr> <td>Fixing printing system faults</td> <td>2 days</td> <td></td> </tr> </tbody> </table>	Service Request	Service Level	Target	Setting up a new printer	3 days		Requesting access rights to an existing printer	2 days		Fixing printing system faults	2 days		<p>To access the service For assistance with setting up printers, log a call with ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Prerequisites</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities • A supported web browser • Available network point • A supported printer that is suitable for network printing and connected to the CUSTOMER'S network by SEBATA. <p>To report a fault or problem with the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Applicable Policies Organisational ICT Policies and printing regulations.</p>
Service Request	Service Level	Target												
Setting up a new printer	3 days													
Requesting access rights to an existing printer	2 days													
Fixing printing system faults	2 days													
<p>PROVISION OF SOFTWARE</p> <p>Description:</p> <ul style="list-style-type: none"> • Formal software license agreements with software vendors entitling specific members or departments of the CUSTOMER to use of the software • Standard software distributed to and maintained on user's computers • Miscellaneous software • Software that can downloaded from the SEBATA website • Provision of service packs and updates <p>Chargeable components:</p> <ul style="list-style-type: none"> • A nominal fee for media may apply for some licensed software • Disk space for non-standard software <p>Applicable to: All network account holders</p> <p>Exclusions:</p> <ul style="list-style-type: none"> • Only specific departments will have access to specific designated software • Some staff members may be given rights to use software on the network but they cannot request that software be provided • Users will only see on the 	<p>Availability Software on the CUSTOMER'S network is available 95% of the time, 24 hours a day and 7 days a week.</p> <table border="1" data-bbox="613 1129 1019 1375"> <thead> <tr> <th>Service Request</th> <th>Service Level</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Modifying access rights to software.</td> <td>1 day</td> <td></td> </tr> <tr> <td>Making non-standard software available</td> <td>3 days</td> <td></td> </tr> <tr> <td>Fixing a fault or a problem</td> <td>1 day</td> <td></td> </tr> </tbody> </table> <p>Constraints Fundamental external constraints</p>	Service Request	Service Level	Target	Modifying access rights to software.	1 day		Making non-standard software available	3 days		Fixing a fault or a problem	1 day		<p>To access the service</p> <ul style="list-style-type: none"> • To install software, run the appropriate setup file from the network. • Contact SEBATA during office hours to request software disks (a fee may be applicable) • Log a call with the ICT Helpdesk by phone, through email or via the SEBATA website <p>Prerequisites</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities • Staff may abide by the individual software terms and agreements and sign documentation where appropriate • A computer with a working internet connection • A correctly configured network client or web browser • SEBATA'S Loan disks must signed for and returned as agreed. • Staff to produce proof of identity when contacting SEBATA for software disks. • Non- standard software to be legal and compatible with the CUSTOMER'S network • SEBATA to be consulted before purchasing of software
Service Request	Service Level	Target												
Modifying access rights to software.	1 day													
Making non-standard software available	3 days													
Fixing a fault or a problem	1 day													

<p>network the software for which they have been granted usage rights.</p>		<ul style="list-style-type: none"> • Holders to be granted usage rights to the software <p>To report a fault or problem with the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Applicable Policies Organisational ICT Policies and software upload/download regulations.</p>
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<p>DESKTOP SECURITY SYSTEMS</p> <p>Description:</p> <ul style="list-style-type: none"> • Distribution and regular updates of centrally managed anti-virus software on computers connected to the CUSTOMER'S network • Provision of anti-virus software to users for installation on their notebooks • Distribution to desktops of security patches for supported versions of operating systems and MS Office <p>Applicable to:</p> <ul style="list-style-type: none"> • Computers running supported operating systems owned by the CUSTOMER • Computers owned by authorised 3rd parties <p>Exclusions:</p> <ul style="list-style-type: none"> • PDAs and other hand-held devices • Computers that do not belong to CUSTOMER 	<p>Availability The servers that distribute desktop security software are available 95% of the time, 24 hours a day and 7 days a week excluding official monthly maintenance windows.</p> <table border="1" data-bbox="613 751 1008 1150"> <thead> <tr> <th>Service Request</th> <th>Service Level</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Distributing virus signatures</td> <td></td> <td>1 day</td> </tr> <tr> <td>Distributing critical security patches</td> <td>Distributed in accordance with vendor's recommendations</td> <td></td> </tr> <tr> <td>Cleaning a virus from an infected computer and re-enabling access to the CUSTOMER'S network services, if blocked</td> <td></td> <td>2 days</td> </tr> </tbody> </table> <p>Constraints</p> <ul style="list-style-type: none"> • Fundamental external constraints • Patches or updates that have not yet been released by vendors 	Service Request	Service Level	Target	Distributing virus signatures		1 day	Distributing critical security patches	Distributed in accordance with vendor's recommendations		Cleaning a virus from an infected computer and re-enabling access to the CUSTOMER'S network services, if blocked		2 days	<p>To access the service Log a call <i>immediately</i> with the ICT Helpdesk by phone, through email or via the SEBATA website if a computer has been infected by a virus and disinfection was not successful.</p> <p>Prerequisites</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities • No unauthorised anti-virus software package should be installed on any computer • Staff must install security patches when prompted • Staff must run the CUSTOMER'S desktop security software on any computer connected to the CUSTOMER'S network, and must not deliberately compromise the security of the network by disabling the software in any way <p>To report a fault or problem with the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Applicable Policies Organisational ICT Policies and security regulations.</p>
Service Request	Service Level	Target												
Distributing virus signatures		1 day												
Distributing critical security patches	Distributed in accordance with vendor's recommendations													
Cleaning a virus from an infected computer and re-enabling access to the CUSTOMER'S network services, if blocked		2 days												

<p>CUSTOMER'S ON-LINE DIRECTORY</p> <p>Description: Online directory containing contact details for staff members, authorised 3rd parties and service points</p>	<p>Availability The CUSTOMER'S electronic directory is available 95% of the time, 24 hours a day and 7 days a week, excluding official monthly maintenance windows.</p> <p>Constraints</p> <ul style="list-style-type: none"> • Fundamental external constraints • Downtime attributable to the CUSTOMER'S bandwidth providers 	<p>To access the service Contact the IT Liaison / directory manager to make changes or updates to your profile</p> <p>Prerequisites</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities • Each department must appoint a directory manager <p>To report a fault or problem with the service</p>
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	Note: No service level targets can be set for speed of access from off-site, as this is constrained by bandwidth, availability and service from the ISP.	Contact the ICT Helpdesk by phone, through email or via the SEBATA website
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SUPPORT SERVICES

Hardware and software installation;
 ICT equipment rental;
 Hardware and software re-installation;
 ICT helpdesk;
 Specific ICT training services; and
 Data capture

Service	Service Level Targets	Customer Responsibilities															
<p>HARDWARE AND SOFTWARE ACQUISITION AND INSTALLATION</p> <p>Description</p> <ul style="list-style-type: none"> • Advice and quotations • Acquisition • Delivery • Installation of supported hardware and software • Processing of returns for new hardware deemed faulty if returned in the original undamaged packaging within 7 calendar days of the invoice being issued. <p>Applicable to: Staff</p>	<table border="1"> <thead> <tr> <th>Service Request</th> <th>Service Level</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Issuing quotation</td> <td>a</td> <td>2 days</td> </tr> <tr> <td>Acquiring hardware / software</td> <td>/</td> <td>5 days</td> </tr> <tr> <td>Delivery of goods</td> <td></td> <td>10 days</td> </tr> <tr> <td>Installing standard / software</td> <td>/</td> <td>10 days</td> </tr> </tbody> </table> <p>Constraints</p> <ul style="list-style-type: none"> • Fundamental external constraints • Overall lack of supply of product in the South African market. 	Service Request	Service Level	Target	Issuing quotation	a	2 days	Acquiring hardware / software	/	5 days	Delivery of goods		10 days	Installing standard / software	/	10 days	<p>To access the service Orders to be placed with SEBATA by authorised personnel by phone, through email or via the SEBATA website</p> <p>Prerequisite</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities • Official approved purchase order <p>To report a fault or problem with the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website.</p>
Service Request	Service Level	Target															
Issuing quotation	a	2 days															
Acquiring hardware / software	/	5 days															
Delivery of goods		10 days															
Installing standard / software	/	10 days															
<p>RENTAL OF IT EQUIPMENT</p> <p>Description:</p> <ul style="list-style-type: none"> • Rental of equipment <p>Chargeable components:</p> <ul style="list-style-type: none"> • Daily rental fee <p>Applicable to: Staff</p> <p>Exclusions:</p> <ul style="list-style-type: none"> • Certain non-standard equipment that may not be available off-shelf 	<table border="1"> <thead> <tr> <th>Service Request</th> <th>Service Level</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Rental of computer equipment</td> <td>of</td> <td>1 day</td> </tr> <tr> <td>Rental of other equipment</td> <td>of other (if available)</td> <td>2 days</td> </tr> </tbody> </table> <p>Constraints</p> <ul style="list-style-type: none"> • Fundamental external constraints • Availability of rental stock 	Service Request	Service Level	Target	Rental of computer equipment	of	1 day	Rental of other equipment	of other (if available)	2 days	<p>To access the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Prerequisite</p> <ul style="list-style-type: none"> • Fundamental CUSTOMER responsibilities • Authorisation from department head / IT Liaison <p>To report a fault or problem with the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website.</p>						
Service Request	Service Level	Target															
Rental of computer equipment	of	1 day															
Rental of other equipment	of other (if available)	2 days															
<p>ICT HELPDESK</p> <p>Description:</p> <ul style="list-style-type: none"> • Central point of contact for staff requiring ICT information and support, accessible by phone, through email or via the 	<p>Availability The ICT Helpdesk is available during the week from 07H30 to 16H30. Emergency cases can be referred to the ICT Manager, Gerrit Deysel on +27(0)82</p>	<p>To access the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website</p>															

<p>SEBATA website</p> <ul style="list-style-type: none"> Management and resolution of support requests Support provided firstly over the phone (optionally using a system – SEBATACONNECT, that allows the Helpdesk consultant to assume control of the desktop remotely) or via a visit to the CUSTOMER'S premises Self-help resources and information on the SEBATA website <p>Applicable to:</p> <ul style="list-style-type: none"> Staff Authorised 3rd parties <p>Exclusions:</p> <ul style="list-style-type: none"> Hardware not on the supported list Software not on the supported list 	<p>550 0884</p> <p>The on-line call logging service is available 95% of the time, 24 hours a day and 7 days a week excluding official monthly maintenance windows.</p> <table border="1"> <thead> <tr> <th>Service Request</th> <th>Service Target Level</th> </tr> </thead> <tbody> <tr> <td>Requesting support via the SEBATA website (automatically logged)</td> <td> <ul style="list-style-type: none"> Request is logged and a reference number is issued to the CUSTOMER. The request is responded to in terms of the parameters of the KPIs </td> </tr> <tr> <td>Requesting support via email (manually logged)</td> <td>2 days</td> </tr> <tr> <td>Requesting support via telephone (manually logged)</td> <td>Responded to during the phone call</td> </tr> <tr> <td>Visiting the CUSTOMER'S premises</td> <td>Visit within 2 days of having determined that the support cannot be rendered over the phone</td> </tr> </tbody> </table> <p>Constraints</p> <ul style="list-style-type: none"> Fundamental external constraints Volume of support requests received per month <p><i>Note: No service level targets can be set for getting through the ICT Helpdesk as this depends on the volume of calls at any given time and SEBATA'S limited ability to increase staffing levels</i></p>	Service Request	Service Target Level	Requesting support via the SEBATA website (automatically logged)	<ul style="list-style-type: none"> Request is logged and a reference number is issued to the CUSTOMER. The request is responded to in terms of the parameters of the KPIs 	Requesting support via email (manually logged)	2 days	Requesting support via telephone (manually logged)	Responded to during the phone call	Visiting the CUSTOMER'S premises	Visit within 2 days of having determined that the support cannot be rendered over the phone	<p>Prerequisites</p> <ul style="list-style-type: none"> Fundamental CUSTOMER responsibilities Support requests must include complete and accurate information about the CUSTOMER and the problem or request Staff must cooperate with SEBATA to resolve incidents, including providing diagnostic information, performing troubleshooting steps over the phone and providing access to equipment and premises Staff must respond to SEBATA'S attempts to contact them by phone or email within the first working day of logging the support request <p>To report a fault or problem with the service</p> <p>Contact the following person(s) in the following order:</p> <ul style="list-style-type: none"> Manager: ICT Manager: Business Development Managing Director / CEO
Service Request	Service Target Level											
Requesting support via the SEBATA website (automatically logged)	<ul style="list-style-type: none"> Request is logged and a reference number is issued to the CUSTOMER. The request is responded to in terms of the parameters of the KPIs 											
Requesting support via email (manually logged)	2 days											
Requesting support via telephone (manually logged)	Responded to during the phone call											
Visiting the CUSTOMER'S premises	Visit within 2 days of having determined that the support cannot be rendered over the phone											
<p>HARDWARE AND SOFTWARE RE-INSTALLATION</p> <p>Description:</p> <ul style="list-style-type: none"> Re-installation of hardware and / or software, typically required when a computer is handed over to a new user or as a result of hardware failure or unrecoverable software corruption Collection and delivery <p>Applicable to:</p> <p>Staff bringing in hardware that is</p> <ul style="list-style-type: none"> Owned by the 	<table border="1"> <thead> <tr> <th>Service Request</th> <th>Service Target Level</th> </tr> </thead> <tbody> <tr> <td>Re-installing supported hardware and / or software</td> <td>Completed within 10 working days of hardware or software becoming available to SEBATA</td> </tr> </tbody> </table>	Service Request	Service Target Level	Re-installing supported hardware and / or software	Completed within 10 working days of hardware or software becoming available to SEBATA	<p>To access the service</p> <p>Log a call with the ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Prerequisites</p> <ul style="list-style-type: none"> Fundamental CUSTOMER responsibilities Staff must provide complete and accurate information about the hardware and software to be installed, and sign the required form. 						
Service Request	Service Target Level											
Re-installing supported hardware and / or software	Completed within 10 working days of hardware or software becoming available to SEBATA											

<p>CUSTOMER</p> <ul style="list-style-type: none"> Included in products supported list Acquired in arrangement with SEBATA <p>Exclusions: Hardware not on the supported hardware list</p>		<ul style="list-style-type: none"> Staff must provide location information and access When non-standard software is installed, staff must provide the original licensed media. Staff must provide installation and driver discs for hardware <p>To report a fault with the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Applicable Policies Organisational ICT Policies and hardware / software installation regulations</p>						
<p>SPECIFIC IT TRAINING SERVICES</p> <p>Description:</p> <ul style="list-style-type: none"> Relevant , practical computer training and material in the use of the most commonly applied, SEBATA supported software Classroom training (instructor led hands-on training) Customised on-request courses designed to meet specific training needs of a group of staff members, using the CUSTOMER'S own venue and facilities Provision of self-train resources <p>Chargeable components:</p> <ul style="list-style-type: none"> Fees for classroom training courses Hourly rate for customised on-request training <p>Applicable to: staff</p>	<table border="1" data-bbox="613 684 1006 982"> <thead> <tr> <th>Service Request</th> <th>Service Target Level</th> </tr> </thead> <tbody> <tr> <td>Classroom training</td> <td>Courses held according to a Training Calendar schedule</td> </tr> <tr> <td>Customised on-request training</td> <td>21 working days from when the customised training is requested.</td> </tr> </tbody> </table> <p>Constraints</p> <ul style="list-style-type: none"> Fundamental external constraints Courses depended on the number of people booked to attend – minimum 5 bookings 	Service Request	Service Target Level	Classroom training	Courses held according to a Training Calendar schedule	Customised on-request training	21 working days from when the customised training is requested.	<p>To access the service</p> <ul style="list-style-type: none"> To book classroom training, contact the ICT Helpdesk by phone, though email or via the SEBATA website To request a customised course, contact Gerrit Deysel (Manager: ICT) <p>Prerequisites</p> <ul style="list-style-type: none"> Fundamental CUSTOMER responsibilities Complete booking form Information: staff number and authorisation Staff must attend the course until completion and achieve the required test score in order to receive a competency certificate The CUSTOMER must provide venue, training equipment, hardware, software and training material for customised training <p>To report a fault with the service Log a call with the ICT Helpdesk by phone, through email or via the SEBATA website</p>
Service Request	Service Target Level							
Classroom training	Courses held according to a Training Calendar schedule							
Customised on-request training	21 working days from when the customised training is requested.							
<p>DATA CAPTURE</p> <p>Description:</p> <ul style="list-style-type: none"> Capturing of any data stored in an electronic format Provision of specific electronic and / or printed information <p>Chargeable components: All work is chargeable; each work stream attracts its own fee based on an initial quote and any additional requirements made thereafter</p> <p>Applicable to:</p> <ul style="list-style-type: none"> Staff 	<table border="1" data-bbox="613 1549 1006 1726"> <thead> <tr> <th>Service Request</th> <th>Service Target Level</th> </tr> </thead> <tbody> <tr> <td>Issuing a quotation</td> <td>2 days</td> </tr> <tr> <td>Capturing data</td> <td>With 100% accuracy, by the agreed deadline</td> </tr> </tbody> </table>	Service Request	Service Target Level	Issuing a quotation	2 days	Capturing data	With 100% accuracy, by the agreed deadline	<p>To access the service Log a call with the ICT Helpdesk by phone, through email or via the SEBATA website</p> <p>Prerequisites</p> <ul style="list-style-type: none"> Fundamental CUSTOMER responsibilities All new work must be submitted for quotation and scheduling prior to being accepted. All work will be executed only after an official order has
Service Request	Service Target Level							
Issuing a quotation	2 days							
Capturing data	With 100% accuracy, by the agreed deadline							

<ul style="list-style-type: none"> • Authorised 3rd parties 		<p>been issued by the authorised party(s).</p> <p>To report a fault or problem with the service Contact the ICT Helpdesk by phone, through email or via the SEBATA website</p>
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ANNEXURE 2

SEBATA TARIFFS

ITEM	UNIT	RATE
Labour – 07H30 to 16h30	Per Hour	R 605.00
Labour – 16H30 to 07H30	Per Hour	R 907.50
Labour – Weekends	Per Hour	R 1 210.00
Travelling Time	Per Hour	R 266.00
Travelling Distance	Per Km	R 4.95
Overnight Accommodation	Per Night	R 710.00

Please note that:

All pricing and rates quoted are excluding Value Added Tax (VAT);

These rates will apply when the CUSTOMER requests assistance from SEBATA on work that is not covered in terms of the Service Level Agreement.

The rates are subject to change and any changes may or may not be communicated to the CUSTOMER prior to them taking effect.