

M.
S.Z.

(Each a "Party" and jointly "Parties")

Herein represented by Mr Sandile Zondi in his capacity as a Representative and he being duly authorized hereto by a resolution of directors.

INVOKOQA SOLUTIONS (PTY) LTD
Registration no 2013/143137/07
(Herein referred to as the Service Provider)

AND

Herein represented by Mr. B E MSWANE in his capacity as the Municipal Manager

THE RICHMOND LOCAL MUNICIPALITY
(Hereinafter referred to as "THE MUNICIPALITY")

BETWEEN

MADE AND ENTERED INTO BY AND

SERVICE LEVEL AGREEMENT FOR THE PROVISION OF INFORMATION TECHNOLOGY
MANAGEMENT SERVICES FOR THE PERIOD THREE (3) YEARS: TENDER NUMBER
RLM:17/2024/2025



1. INTRODUCTION

It is recorded that:

- 1.1 The Municipality requires the services of a qualified and experienced Service Provider for the provision of Information and Communication Technology (ICT) in respect of the APPOINTMENT FOR TENDER No: RLM 17/2024/2025: INFORMATION TECHNOLOGY MANAGED SERVICES FOR A PERIOD OF THREE (3) YEARS.

- 1.2 The Service Provider possesses the requisite skills and expertise to render the required professional services in terms of clause 1.1.

- 1.3 The Municipality in terms of its Supply Chain Management procedures awarded and/ or appointed the Service Provider as a successful bidder relating to Tender: RLM 17/2024/2025 in terms of the confirmation dated 04 July 2025.

- 1.4 The Service Provider has accepted the confirmation of Appointment in terms of their acceptance letter.

WHEREFORE

- 1.5 The Parties record their terms and conditions of agreement set out in this Agreement.

2. INTERPRETATION

- 2.1 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of or modify the terms of this Agreement nor any clause thereof unless a contrary intention clearly appears.

- 2.2 Words importing –

- 2.2.1 the singular includes a reference to the plural and vice versa.

- 2.2.2 any one gender includes a reference to the other genders,

- 2.2.3 a natural person includes a reference to a juristic person and vice versa.

S.Z


2.3 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.

2.4 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

2.4.1 **"Breach"** means failure to perform on any obligation set out in this Agreement;

2.4.2 **"Business Day"** means a day, other than a Saturday, Sunday or public holiday in South Africa;

2.4.3 **"Confidential Information"** means any information or data of any nature,

tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Parties or which is provided or disclosed in confidence, and which the Parties may disclose or provide to a third party or by whatsoever to the knowledge of a third party or by whatever means. The determination of whether information is Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trademarks or otherwise;

2.4.4 **"SLA"** means a Service Level Agreement creating of a legally binding and enforceable agreement setting out the terms and conditions upon which the Parties have reached consensus about the provision of Service for the Municipality. This agreement shall specifically include annexures, and all other documents expressly incorporated into this Agreement, in their prevailing form

from time to time;

"SLA Manager" means the respective senior official of the Municipality who shall be responsible to the oversight and monitoring of this Agreement. More specifically the SLA Manager shall receive reports from Designated Representatives about the performance of the Service Provider;

"Agreement Price" means the total amount of fees that will be charged by the Service Provider, including disbursements and VAT, for the performance of Services in terms of this Agreement and as awarded under Tender RLM-17/2024/2025;

"Day" means a consecutive period of 24 (twenty-four) hours commencing at 00:01 and ending at 24:00;

"Designated Representatives" means officials duly delegated and/or assigned to the implementation / enforcement of this Agreement on behalf of the Parties. Either Party may replace such designated representative (as applicable) from time to time on reasonable prior written notice to the other Party;

"Effective Date" means the date of start of contract, notwithstanding the signature date of the last Party signing this Agreement;

"Help Desk" A centralised facility that the Municipality can either phone into or email to report problems or register requests;

"Key Result" means an indicator or yardstick in terms of the Service Provider's successful performance of its obligations in terms of this Agreement may be measured;

"Methodology" means the professional expertise



and the system of

methods required by the Service Provider to perform the obligations set out in this Agreement;

2.4.13 "Parties" means the Municipality and the Service Provider;

2.4.14 "Project" means the services to be performed by the Service

Provider in terms of the requirements and the corresponding obligations to be fulfilled by the Service Provider;

2.4.15 "Project Plan" means the services to be performed by the Service Provider in the Application Document;

2.4.16 "Services" means the professional work to be performed by the

Service Provider in terms of ICT managed services for Richmond Municipality for a period of three years in line with the deliverables under Tender no. RLM-17/2024/2025.

2.4.17 "Service Provider" means Invokoga Solutions (PTY) LTD, a company duly registered in terms of the Company Laws of South Africa with registration number:2013/143137/07;

2.4.18 "Standby" After hours support.

2.5 Any reference to a statutory provision or enactment shall include references to any amendment, modification or re-enactment of any such statutory provision or enactment (whether before or after the date of this Agreement). No term in this Agreement shall substitute any rule of law, more specifically in relation to statute.

2.6 When any number of days is prescribed in this Agreement, it shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.



2.7 The rule of construction that provisions are to be construed against the Party who drafted the Agreement shall not apply to this Agreement.

3 LEGISLATIVE FRAMEWORK

This Agreement will be subject to the following Legislative Framework which were considered and form the basis of this agreement:

- Constitution of the Republic of South Africa Act, Act no. 108 of 1996;
- Electronic Communications and Transactions Act, Act no. 25 of 2002;
- Minimum Information Security Standards, as approved by the Cabinet in 1996;
- Municipal Finance Management Act, Act No. 56 of 2003;
- Municipal Structures Act, Act No. 117 of 1998;
- Municipal Systems Act, Act No. 32 of 2000;
- Promotion of Access to Information Act, Act No. 2 of 2000;
- Protection of Personal Information Act, Act No. 4 of 2013;
- Regulation of Interception of Communications Act, Act No. 70 of 2002;
- Municipal Information and Communication Technology Governance Policy, 2014;
- Municipal Supply Chain Management Policy: Richmond Local Municipality;
- COBIT 5: A Business Framework for the Governance and Management of Enterprise IT, 2012;
- ISO 27002:2013 Information technology, Security technique Code of practice for information security controls;
- ISO/IEC 38500; and
- King IV Report 2016.

4 BUSINESS RELATIONSHIP BETWEEN THE PARTIES

4.1 The parties acknowledge that the Contractual relationship between the parties is solely that of an Outsourcing party and Service Provider in compliance with the relevant legislation, regulations pertaining thereto and the Municipality's Supply Chain Policy.

4.2 The Municipal services are enabled through the use of information and communication technology in the form of information systems, equipment, technology and support services. The service Provider, therefore, understands the Municipality's requirements in respect of ICT services in order to manage service delivery and therefore acknowledge that the service to be provided to the Municipality must be in line with the Municipality's business requirements, service class and quality of service.



4.3 The terms and conditions agreed to herein, are the only terms and conditions comprising part of the Services and shall be the only terms by which the Service provider is bound to perform, and they supersede any previous terms and conditions between the Parties.

4.4 Any other specific requests by the Municipality shall be agreed to by both Parties and committed to in writing.

4.5 All other terms, conditions, alterations or amendments to these terms, in order to be valid, must be in writing, signed by both Parties, and will be added to this Agreement as an Addendum.

5. APPOINTMENT AND DURATION

Notwithstanding the date of signature of this Agreement, this Agreement shall commence on the 01 August 2025 which is the effective date and shall remain in force until it terminates on 01 August 2028 in accordance with Clause 14 below, unless agreed to otherwise by the parties, subject to annual assessment(s) based on performance as provided.

6. PURPOSE AND SCOPE OF WORK

6.1 The purpose of this agreement is to define the services that the Service Provider is to render to the Municipality, direct how these services are to be rendered, establish the quality levels, indicate how these quality levels will be measured, determine the conditions of service and direct the reporting lines.

6.2 Time is of the essence in the execution of the obligations by the Service Provider under this Agreement. In particular, the Service Provider shall at all material times ensure complete compliance of the implementation of works sanctioned by this Agreement, so as to adhere to the duration of this Agreement, more specifically this clause and Clause 7 below.

6.3 The Service Provider shall provide a structured IT delivery model that ensures that risks around IT systems are reduced, and efficiencies are gained through a constant review of the following fundamental pillars of technology within the Municipality. Each of the following pillars are to be reviewed and assessed through a daily basis Business Review, by a dedicated Virtual IT Manager:

- ✓ Firewall and filtering solution
- ✓ Manage Fibre internet break outs connections
- ✓ Maintain wireless connections between incubation and testing ground
- ✓ Manage LAN and WAN logical security

6.4. Failure by the Service Provider to deliver on its obligations on the project in terms of clause 6 and Clause 7 below, shall –

6.4.1. constitute a material breach of this Agreement on the part of the Service Provider;

6.4.2. entitle the Municipality to exercise such other remedies available to it in terms of this Agreement.

6.5. The following constitutes the scope of work of this agreement:

6.5.1 Firewall and filtering solution

- Procurement and installation of a firewall
- Maintenance and renewal of all licenses
- Implementation of a firewall Solution
- Implementation and Maintenance of a proxy server
- VPN Connection for remote login

6.5.2 Manage Fibre internet break outs connections

- Install and manage 100 mb internet break out connection
- Implement load balancing for internet traffic
- Implement and design a fail over internet solution
- The service is expected to be highly available and reliable, with overall uptime of not less than 99.5%
- The service provider shall provide the necessary hardware and other services required to provide the internet connection, ensure and provide access to all resources

6.5.3 Maintain wireless connections between incubation and testing ground

- Perform all necessary upgrades of equipment and peripherals
- Provide support for wireless access points
- Provide a wireless management interface for the application or web-based interface for management and monitoring of the link

6.5.4 Manage LAN and WAN logical security

- Manage software updates for all W.A.N equipment
- Monitor network for malicious attacks
- Procurement and installation of patch management software
- Procurement and installation of a Network Monitoring tool for reporting on usage statistics and faults/downtime affecting the Municipality
- Provide and manage a core CISCO switch C9200L-48P-4X-E

7. OBLIGATIONS OF THE PARTIES

Obligations of the Service Provider

7.1. The Service Provider herein undertakes to and shall within the duration of this Agreement render services as described in Clause 6 above and in addition provide the following solution and ITC Risk Management Strategies:

7.1.1. Server Infrastructure Support Services:

- Provide 24X7 automated server monitoring tools to manage server at the Service Provider's NOC or onsite and Best Practice alignment;
- Remote management, problem resolution and maintenance of all servers with weekly updates on the software;
- Cloud Backup Management, monitoring and Patch Management;
- The Service Provider acknowledges that Information Technology and Management is a crucial component of the Municipality's Service Delivery Mandate and undertakes to provide a proactive high-level management and Monitoring of its Server in order to ensure that business is up and running at all times.

7.1.2. Networking Support and Internet Management Systems:

- Upgrade the Internet link from Telkom ADSL to a high-speed microwave link;
- Provide Point to Point solution incubation and testing ground;
- Design a free Wi-Fi solution that is attached to revenue enhancement;
- Provide Network Management Software to improve LAN and WAN management;
- Provide the Management and monitoring of the Network switches and Mikrotik router;

- Provide VLAN, MPLS and VPLS services for enabled 4IR IoT Services and others;
 - Repair network faults and cable breaks;
 - Upgrade WLAN, and
 - VNP Connection for remote login.
- 7.1.3. Firewall and Filtering Solution:**
- Implementation and Maintenance of a Firewall Solution;
 - Implementation and Maintenance of a Proxy Server Solution; and
 - Implementation and Maintenance of Internet Solution.
- 7.1.4. ICT Security Support:**
- Provide reliable software management systems, including Anti-virus and Anti malware Management;
 - Provide unlimited Remote End User Support;
 - Continuous Pro-active Maintenance- Defragmentation and Virus check;
 - Hardware and software asset reporting;
 - Manage the Firewall and provide monthly reports;
 - Technology and Data Risk Management; and
 - Provide Monthly as well as quarterly Security Audit and provide written advise to the Municipality.
- 7.2.** The Service Provider shall at all times provide a high standard of professional service and in doing so shall:
- 7.2.1.** Render Services honestly, fairly, with due skill, care and diligence; and
- 7.2.2.** Pay due regard to the interests of the Municipality.
- 7.3.** The Service Provider shall, on signature hereof, provide the Municipality with the following all contact details, including email addresses:
- Help Desk - Standard Business hours;
 - Help Desk – After Hours (24X7 Standby Service);
 - Any other contact details of Technician tasked to deal with specific services listed in this agreement; and
 - contact details, include Cellphone Number of the Designated IT Manager to whom escalations and complaints can be submitted.

7.4. The Service Provider shall, within Seven (7) days of signature hereof, provide the Municipality with a finalised Project Management Plan specifying the phase, Milestones and duration of the following critical aspects of the Service to be provided:

- Start-up period;
- Project Planning addressing the different deliverables; and
- Project execution and timeframes for each derivable and support to be provided for the duration of this agreement.

7.5. The below table is a list of the response times for both remote and onsite support that is required and logged through the Helpdesk as well as escalations made to the Service Provider's designated IT Manager:

Severity Level	Severity Description	NOC Response	Onsite Response
Level 1	Critical- Complete site outage	Half an hour	2 hours
Level 2	High- Line of Business Application or Service outage	1 Hour	3 Hours
Level 3	Medium- General user related issue and support	2 Hours	4 Hours
Level 4	Low- Change Requests	7 Hours	14 Hours
All responses above are for incidents logged with the Help Desk, during Standard Business Hours.			

7.6. The Service Provider confirms that it is a supporter of the Business Software Alliance and all the laws against software piracy and undertakes to ensure full legal compliance of all software installed within the Municipality.

7.7. The parties may order additional services under this agreement, by signing additional schedule(s). All additional services shall be governed firstly by the terms and conditions of this agreement and then by the provisions of such additional schedule(s). The additional service(s) shall come into effect on the dates agreed by the parties. These additional services may include repairs, 3rd party software application license renewals or upgrades and loan equipment.

Obligations of the Municipality

7.8. The Municipality undertakes to –

7.8.1. Through its Designated Representative and SLA Manager, respectively, enforce and monitor developments of all the stages of the performance of the Service Provider for compliance to this Agreement;

7.9. Subject to performance in terms of this Agreement, payment shall be made by the Municipality to the Service Provider within thirty (30) days of receipt of an invoice; provided no written objection is recorded by the Municipality. In which case the Municipality shall effect payment in terms of its normal payment procedures;

7.10. Payment due and payable to Service Provider shall be effected in its account as provided to the Municipality;

7.11. Payment shall be made no later than thirty (30) days upon receipt of the invoice, provided that no objection is raised by the Municipality within 5 business days of receipt of the invoice. An objection shall be in respect of specific performance by the Service Provider in terms of this Agreement.

8. PROCESSING OF CLAIMS

8.1. The Service Provider shall upon specific performance in terms of this Agreement prepare such original invoice to be submitted to and verified by the Municipality's Designated Representative for processing of due and payable payment.

9. INSPECTION AND AUDIT

14.1. The Service Provider may be requested by the Municipality to provide information in its control in order to comply with queries raised by the Auditor General.
14.2. The Service Provider is required to provide such information as soon as it is reasonable possible.
14.3. Should the Municipality not be satisfied with the performance of the Service Provider, the Municipality will be entitled to terminate this agreement.

10. COMMUNICATION PROTOCOL

10.1. All Client's instructions and notices to the Service Provider shall be in writing. In urgent cases oral instructions may be accepted but must first be confirmed in writing within two (2) working days. Acknowledgment of receipt of the instructions should be confirmed by the Service Provider in writing within a reasonable time.

10.2. In circumstances where the Service Provider has provided the Municipality in writing with advice, proposals, recommendations or quotations, such request shall not be executed without the Municipality's written instructions.

10.3. Electronic communications and Facsimiles received after normal business hours shall only be deemed to have been received on resumption of normal business hours the following business day.

10.4. All communications engagement, liaison and submission of any written and/ or soft copies relating to it's the performance of the obligations in terms of this Agreement shall be by and between the Designated Representatives.

10.5. Failure of and/or the communication breakdown between the Designated Representatives may be escalated to the next high-level officials of the parties.

11. RECIPROCAL OBLIGATIONS

11.1. The Parties undertake, in favour of each other to:

11.1.1. Pay due regard to each other's information needs and communicate information to the other in a way that is factually correct, clear, fair and not misleading;

11.1.2. Avoid conflicts of interest where applicable and ensure that such conflict of interest is disclosed and managed fairly;

11.1.3. Take reasonable care to establish and maintain systems and controls appropriate to the implementation of this Agreement and in accordance with the relevant provisions of the Municipality's Supply Chain Policy;

11.1.4. Deal with each other's information in a confidential manner.

12. WARRANTIES

12.1. The Service Provider warrants to the Municipality that:

12.1.1. It possesses professional skills regarding the performance management and administration of its obligations;

12.1.2. The tax affairs are in order and that such affairs shall remain in order during the operation of this Agreement. In particular the Service Provider, warrants that it shall, at all times, have a valid tax clearance certificate as issued by the appropriate authority. Alternatively, the Service Provider shall inform the Municipality in writing if such Certificate has expired;

12.1.3. It shall fulfill all its third-party Contractual obligations and financial management as to render nor breach to its implementation of the project;

12.1.4. It has no court order declaring insolvency nor is there a pending case for insolvency, fraud, any act of dishonesty or conduct prejudicial to the implementation of the project, more specifically blacklisting as a bad service provider with the State;

12.1.5. It has employees, servants or agents with appropriate experience and qualifications in the management and execution of the obligations being rendered in terms of this Agreement;

12.1.6. If sourcing material or such other equipment or information from a third party, then:

12.1.6.1. that the third party and the Service Provider have in place, on signature of this Agreement, confirmation from the third party that such a third party shall supply the Service Provider with all the material or equipment necessary for the performance of this Agreement;

12.1.6.2. any arrangement between the Service Provider and any third pay shall remain an exclusive relationship between them;

12.1.6.3. the Service Provider undertakes to have all and any arrangement to comply with the relevant provisions of this Agreement.

13. BREACH

13.1. In the event of breach by either Party, then either Party may in its sole discretion elect to either:



13.1.1. condone the non-performance by the other Party if there is a reasonable explanation for such non-performance; or

13.1.2. to terminate the entire Agreement on ten (10) business days' notice, in the case of material breach; or

13.1.3. by notice in writing, require the other Party to perform the obligations within thirty (30) days of receipt of the notice.

13.2. Notwithstanding what has been stated above, nothing shall prejudice the right of either Party (the aggrieved Party) to cancel this Agreement where any breach occurs (*excluding material breach*), provided it may only do so if it gives the other Party (the defaulting Party) notice of the default complained of, calling upon the defaulting Party to rectify the default within thirty (30) days of receipt of the notice, failing which the aggrieved Party will be entitled to cancel this Agreement without prejudice to its rights to claim damages in breach of Agreement, if any.

14. TERMINATION

14.1. This Agreement shall run from the effective date **01 August 2025** and endure until it automatically terminates on **01 August 2028**, being the last operational date by effluxion of time.

14.2. The Agreement shall also terminate, based on the following:

14.2.1. Either Party exercising the right to cancel the Agreement because of breach of the terms and conditions of this Agreement;

14.2.2. A material breach referred to in this Agreement;

14.2.3. Physical impossibility by either Party to perform provided that the provisions of clauses 20 and 21 shall be observed;

14.2.4. Mutual agreement by the Parties.

14.3. Any termination in terms of this clause shall be in writing by giving the other Party at least fourteen (14) Business Days' notice.

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14.3.1. The written notice may be shorter only in instance where the duration of the Agreement renders the observation of the period of fourteen (14) Business Days impossible to do so.

15. INDEMNITY

15.1. During the subsistence and termination of this Agreement, the Service Provider undertakes to:

15.1.1. keep the Municipality indemnified against all indirect and consequential and special or direct losses and damages and expenses and costs and claims including, but not limited to, legal fees and expense suffered by the Municipality or any third party where such loss or damage or expense or cost is the result of any wrongful action or omission or negligence or breach of any Agreement by the Service Provider or its employees and/or its agents;

15.1.2. The Municipality shall not be liable for damages, expenses or costs suffered or incurred by the Service Provider or any of its employees caused by performance of the obligation to implement the project or any failure to implement the project in accordance to this Agreement or such unnecessary or irrelevant work done outside the scope of the project;

15.2. The Municipality shall be entitled to recover from the Service Provider any direct loss or expenses, excluding consequential damages, suffered or incurred by the Municipality occasioned by the failure and/or incorrect implementation of the project in terms of this Agreement.

16. FORCE MAJEURE

16.1. If a Party ('the Affected Party') is unable to perform all or part of its obligations in terms of this Agreement due to a Force Majeure Event, the Affected Party shall, as soon as reasonably practicable but no later than forty-eight (48) hours of it becoming aware of the Force Majeure Event, notify the other Party ('the Non-Affected Party') in writing (a 'Force Majeure Notice') setting out:

16.1.1. full particulars of the Force Majeure Event;

16.1.2. the impact of the Force Majeure Event on the Affected Party's obligations under this Agreement;

16.1.3. the Affected Party's reasonable estimate of the length of time which its performance has been and will be affected by such Force Majeure Event; and

16.1.4. the steps which it is taking or intends to take or will take to remove and mitigate the adverse consequences of the Force Majeure Event on its performance hereunder.

16.2. The Affected Party shall have the burden of proving both the existence of any Force Majeure Event and the effect (both as to nature and extent) which any such Force Majeure Event has on its performance.

16.3. If the Parties are, on the basis of the Force Majeure Notice and any supporting documentation, unable to agree as to the existence or as to the effect of a Force Majeure Event by the date falling sixty (60) days after the receipt by the non-Affected Party of the Force Majeure Notice, either Party shall be entitled to cancel this Agreement.

16.4. In the event of the occurrence of the Force Majeure Event the Affected Party shall not be liable for any failure to perform an obligation under this Agreement, to the extent that:

16.4.1. such performance is prevented, hindered or delayed by a Force Majeure Event; and

16.4.2. such failure could not have been mitigated by the Affected Party taking reasonable action.

16.5. The Affected Party shall endeavour with due diligence to resume compliance with its obligations under this Agreement and do all that it reasonably can to overcome or mitigate the effects of any Force Majeure Event.

16.6. The Affected Party shall give the other Party (a) regular reports on the progress of the mitigation measures and (b) prompt notice on the cessation of the Force Majeure Event.

16.7. If the Force Majeure Event continues in effect for more than sixty (60) consecutive days, the Non-Affected Party shall have the right to terminate this Agreement after having given fourteen (14) days written notice to the Affected Party of such termination at any time prior to the cessation of such Force Majeure Event.

17. CASUS FORTUITOUS

- 17.1. The provisions of the sub-clauses contained in clause 14 in respect of force majeure shall apply *mutatis mutandis* in respect of *Casus Fortuitous*.

18. DISPUTE RESOLUTION

- 18.1. In the event of any dispute or difference arising between the Parties in relation to or arising out of this Agreement, including the interpretation, rectification, termination or cancellation of this Agreement, the Parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of 14 (fourteen) Business Days.

- 18.2. If the Parties are unable to resolve such dispute or difference the matter will be referred to the Managing Director who shall record that it is their intention that the specified officials will use their respective best endeavours to resolve the issue in question as expeditiously as possible, but in any event within a period of fourteen (14) Business Days from the matter being referred to them.

- 18.3. Should the Senior Officials fail to resolve such dispute or difference within the aforesaid period or such longer period as the Parties may agree in writing, such dispute or difference shall be referred to arbitration as herein provided.

- 18.4. The arbitration shall be undertaken by a single arbitrator to be agreed upon between the Parties or, failing such agreement, within seven (7) Business Days of the dispute being referred to arbitration, be appointed according to the Rules of the Arbitration Foundation of Southern Africa upon the written request of either Party, subject only to the requirement that the arbitrator be experienced in the resolution of commercial disputes.

- 18.5. The appointment of the arbitrator shall be final and binding on the Parties.

- 18.6. The Party having referred the dispute or difference to arbitration shall, within twenty eight (28) Business Days of the appointment of the arbitrator, file its claim, setting out the nature of the claim and the detailed facts and documents in support thereof, by serving a copy thereof on the arbitrator and on the other Party.

- 18.7. Within twenty-eight (28) Business Days of receipt of the claim, the other Party shall file its answer thereto, setting out in detail the grounds and facts upon which the claim is resisted

and any documents in support thereof, by serving a copy thereof on the arbitrator and the claiming Party.

18.8. Unless agreed to in writing by the Parties, the rules applicable to the filing of pleadings and of discovery in the conduct of civil proceedings shall be applicable.

18.9. The arbitrator shall, save as herein provided, have the powers conferred upon an arbitrator under the relevant statutory prescriptions according to South African law but shall not be obliged to follow the procedures under such legislation to the extent permitted in terms of the statute, it being the intention of the Parties that the dispute resolution procedures should be concluded as expeditiously as possible and the arbitrator shall be entitled to decide on such procedures as the arbitrator may consider desirable for the speedy determination of the dispute.

18.10. The decision of the arbitrator shall be final and binding on the Parties and may be made an order of court of competent jurisdiction.

18.11. The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantial success of each Party in the outcome of the proceedings.

18.12. The arbitration shall take place exclusively in THE MUNICIPALITY.

18.13. Nothing in this clause shall preclude either Party from seeking any interim relief from any competent court having jurisdiction pending the institution of any arbitration proceedings.

19. NO WAIVER

19.1. Failure by either Party to enforce any of the provisions of this Agreement shall not be construed as a waiver by such Party of any such provisions nor in any way affect the validity of this Agreement or any part thereof.

20. CONFIDENTIALITY

20.1. The Parties agree that the terms of this Agreement, all information of the Parties that has been exchanged pursuant hereto, including but not limited to details concerning pricing will be received in strict confidence and not be divulged to any Person, save for

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employees directly involved with the execution of this Agreement and be used only for the purpose of this Agreement.

20.2. Each Party will use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information. No information referred to in this Agreement will be disclosed by the recipient Party, its agents, representatives or employees without the prior written consent of the other Party.

20.3. To protect the database relating to THE MUNICIPALITY's fleet Agreements, the Service Providers must have in place, and shall maintain, suitable back-up procedures and disaster plans to protect data. The Service Provider shall back-up all electronic data on a daily basis and any cost associated with the processing of data for whatever reason shall be borne by the Service Provider.

20.4. These provisions do not apply to information which is:

20.4.1. publicly known or becomes publicly known through no unauthorised act of the recipient Party;

20.4.2. rightfully received by the recipient Party from a third party; independently developed by the recipient Party without use of the other Party's information;

20.4.3. disclosed by the other Party to a third party without similar restrictions;

20.4.4. required to be disclosed pursuant to a requirement of a governmental agency or any applicable law, so long as the Party required to disclose the information gives the other Party prior notice of such disclosure; or

20.4.5. publicly disclosed with the other Party's written consent.

20.5. This Clause shall survive the termination of this Agreement but will cease as being enforceable 12 months after the expiry date of this Agreement.

21. DOMICILIUM CITANDI ET EXECUTANDI

21.1. Any notice, notification, request, demand or other communication for any purpose under this Agreement shall be in writing addressed –



THE MUNICIPALITY

PRIVATE BAG X1028

RICHMOND

3780

Tel: 033 212 2155

Fax: 033 212 2102

marked for the attention of the MUNICIPAL MANAGER

IMVOKOQA SOLUTIONS (PTY) LTD

1 SANDRA CRESENT

PELHAM

PIETERMARITZBURG

3201

Tel: 082 290 4132

E-mail: sandile@imvokoqa.com

marked for the attention of Director

21.2. All notices, notifications, requests, demands or other communications including accounts, shall be deemed to have reached the other Party -

21.2.1. if delivered by hand, on the date of delivery;

21.2.2. if posted by ordinary mail or registered post, on the 5th (fifth) calendar day following the date of such posting, and in the case of an account on the 5th (fifth) calendar day following the date of the account;

21.2.3. if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

21.3. Either Party may, by written notice to the other, change its abovementioned *domicilium*.

22. ASSIGNMENT

22.1 No transfer of obligations, duties and rights vested in terms of this Agreement shall be transferable unless permitted in writing by the respective parties.



23. GENERAL

- 23.1 This Agreement may be signed by way of two or more counterparts.
- 23.2 The Parties acknowledge that the lapsing of the Agreement due to effluxion of time shall cease the legal relationship between the Parties.

23.3 No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

23.4 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 all the Parties.

23.5 No indulgence by a Party to another, or failure strictly to enforce the terms hereof, shall be construed as a waiver or capable of founding an estoppel.

23.6 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all actions and taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

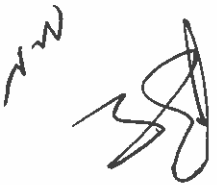
23.7 Save as is specifically provided in this Agreement, the Service Provider shall not be entitled to cede or delegate any of its rights or obligations under this Agreement without the prior written consent of the MUNICIPALITY.

23.8 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only in writing.

23.9 All communications engagement, liaison and submit of any written and/ or soft copies relating to it's the performance of the obligations in terms of this Agreement shall be by and between the Designated Representatives.

23.10 This Agreement shall be governed by and interpreted in accordance with the laws of the republic of South Africa.

24. ENTIRE AGREEMENT

Handwritten signature and initials in black ink.

SIGNED for and on behalf of **THE MUNICIPALITY** by the signatory below who warrants that

she is duly authorized

Signature: _____ Date: 28-08-2025

Full Names: DHEKANI Faraz MSWAN

Title: Municipal Manager

As Witnesses:

1. Full Names: _____
Signature: _____
Witnesses: _____

Title:

2. Full Names: Mungelwa Htlo
Signature: 

Title: Contract & Compliance Dept (SCM)

SIGNED for and on behalf of **IMVOKOGA SOLUTIONS (PTY) LTD** by the signatory below who warrants that he/she is duly authorised.

Signature: _____ Date: 30.07.2025

Full Names: Sandile Zondi

Title: Director and CEO

As Witnesses:

1. Full Names: Simo Zikalala
Signature: 

Title: COO

2. Full Names: Signature:

Title: