

# **SERVICE LEVEL AGREEMENT**

Made and entered into by and between –

**PIXLEY KA SEME DISTRICT MUNICIPALITY**

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(Here in after referred to as the "Client ")

and

**Kallima Graphics and Web Design**

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(Here in after referred to as the "Supplier")

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## 1. PURPOSE OF THIS SERVICE LEVEL AGREEMENT

The purpose of this Service Level Agreement is to record the mutually agreed upon parameters within which the Client and the Supplier, specifically, shall operate with regard to, *inter alia*, the requirements for service design, delivery and pricing, thus enabling both the Client and the Supplier to urgently pursue the fulfillment of their ultimate objectives.

## 2. DEFINITIONS

In this Service Level Agreement, unless the context otherwise indicates -

"Annexure" shall mean each of the Annexures attached hereto from time to time, marked "Annexure", and signed by both of the parties hereto. The following Annexures are immediately identified -

Annexure A	-	The Scope of Work
Annexure B	-	Responsibilities
Annexure C	-	Reporting Procedures
Annexure D	-	Equipment List
Annexure E	-	Remuneration

"Commencement Date" shall mean the \_\_\_23\_\_\_ day of \_\_\_May\_\_\_\_\_, \_\_\_2016\_\_\_\_\_.

"Initial Period" shall mean a period of Month to Month, calculated from the Commencement Date.

"Service Level Agreement" shall mean this Service Level Agreement, and all of the Annexures and/or addenda attached hereto from time to time.

## 3. DURATION AND TERMINATION

This Service Level Agreement shall commence upon the Commencement Date, and shall endure for the Initial Period.

The Client and the Supplier shall, within one month prior to the cessation of the Initial Period, decide whether or not to continue with this Service Level Agreement. If the parties agree to continue, then an addendum to this effect shall be attached to this Service Level Agreement and, in addition, the addendum shall contain any new terms and conditions negotiated and agreed upon between both of the parties hereto, if any.

If the parties fail to agree to continue with this Service Level Agreement in terms of the above, then this Service Level Agreement shall terminate forthwith on the cessation of the term of this Service Level Agreement.

#### **4. FORCE MAJEURE**

Should either the Client or the Supplier (for the purposes of this clause 4, hereinafter referred to as "the invoking party") be prevented from fulfilling any of its obligations in terms of this Service Level Agreement as a result of any Act of God, war, fire, flood, legislation, insurrection, trade embargo or any other cause beyond the reasonable control of such party (any such event hereinafter called a "force majeure event"). Then the invoking party will forthwith give written notice thereof to the other party - specifying the cause and anticipated duration of the force majeure event; and promptly upon termination of the force majeure event, stating that such force majeure event has terminated.

Performance of any such obligations will be suspended from the date on which notice is given of a force majeure event, until the date on which notice is given of termination of a force majeure event (any such suspension hereinafter referred to as the "Suspension Period"), subject always to the remaining provisions of this clause 4.

The invoking party will not be liable for any delay or failure in the performance of any obligation hereunder or loss or damage due to or resulting from the force majeure event during the Suspension Period provided that the invoking party uses and continues to use its best endeavors to perform such obligation;

If the force majeure event shall continue for more than thirty (30) consecutive days, the other party will be entitled to cancel the affected services and/or this Service Level Agreement, as the case may be, on the expiry of such period; and

The party not invoking the force majeure event will be entitled to elect, by giving written notice within ten (10) calendar days of the termination thereof, as to whether or not it requires the invoking party to perform any obligations, incurred prior to the force majeure event.

#### **5. DISPUTE RESOLUTION**

The parties accept that disputes may arise between the parties during the term of this Service Level Agreement.

Any dispute, which arises, shall be referred to a joint committee of the Client and a joint committee of the Supplier, or alternates appointed by them, who will use their best efforts to resolve the dispute within fourteen (14) calendar days of the dispute having been referred to them.

Should the joint committees be unable to resolve a dispute in accordance with clause the above, and then such dispute may be submitted to a panel consisting of three (3) persons mutually agreed upon between the Client and the Supplier. In the event of the Client and the Supplier failing to agree upon the three (3) persons, then such three (3) persons shall be nominated by \_\_\_\_\_. The decision of the panel shall be final and binding on the parties.

**6. ENTIRE AGREEMENT**

This Service Level Agreement, together with all of the Annexures and other attachments referenced herein, constitutes the entire agreement between the Client and the Supplier, and supersedes all proposals, oral and written, between the parties on this subject.

**7. VARIATION**

No agreement to vary, add to or cancel this Service Level Agreement will be of any force and effect unless reduced to writing and signed by the parties to this Service Level Agreement.

**8. CONFLICT**

In the event that there is any conflict between the terms and conditions contained in the main body of this Service Level Agreement, and the terms and conditions contained in any of the Annexures attached hereto from time to time, then the terms and conditions contained in the annexures shall prevail.

**9. EXECUTION**

This Service Level Agreement is executed for and on behalf of -

The Client by ROANEY ERIC PETERSE

In his capacity as MUNICIPAL MANAGER

Signed at DE AAR on the 31 day of MAY ~~2015~~ 2017

[Signature]  
On behalf of the Client

[Signature]  
Witness

Who warrants his authority hereto

The Supplier by ≈

In his capacity as Sole Owner

Signed at Kimberley on the 29 day of May ~~2015~~ 2017

[Signature]  
On behalf of the Supplier

[Signature]  
Witness

## **ANNEXURE A**

### The Scope of Work

#### Description of the Services –

1. Supplier is responsible for, in case of failure getting system back to "known state".
2. Supplier is responsible for ensuring configuration backups are made and kept off site.
3. Supplier is responsible for the RMA procedure with the applicable manufacturer.
4. Supplier will monitor SNMP alerts on remote server and report on all failures.
5. Supplier is responsible for preventative maintenance on a scheduled basis (this includes firmware updates).
6. Once call is logged via helpdesk supplier will respond within 1 hour and replace faulty equipment once received from manufacturer.
7. Support to the Client will be available via remote support during weekdays, business hours from 8am-5pm, excluding public holidays and weekends.
8. Should onsite service be required the costs for the call-out, travelling and accommodation would be recovered from the customer.

## **ANNEXURE B**

### Responsibilities

#### Responsibilities of the Client:

1. The Client will ensure that no physically or configuration changes will be made to the equipment as specified in Annexure D without the prior consent and approval from the supplier.
2. Client will ensure that the supplier will have access to system.
3. Client will ensure equipment is securely protected.
4. Client will provide dedicated person with necessary knowledge to assist (directly or by telephone).
5. Client will ensure that all manufacturers' hardware maintenance agreements must be in place and up to date (warranty included).

## **ANNEXURE C**

### Call Reporting Procedures

1. The Client needs to log a call or contact any of the following telephone numbers in the event of system failure:

072 723 2762

kate@kallimadesign.com

kallimadesign@gmail.com

www.kallimadesign.com



**ANNEXURE D**

Equipment / Infrastructure / list

Qty	Model	Description	Serial Number
			TBA
			TBA
			TBA
			TBA
			TBA
			TBA
			TBA
			TBA

**ANNEXURE E**

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## Service Level Agreement

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### Remuneration

See below breakdown of rates that will be applicable to the provision of the specified services and equipment. The monthly amount will be payable in advance on the date as specified in the commencement date in clause 2. "Definitions"

<b>Qty</b>	<b>Product Co</b>	<b>Description</b>	<b>Price per month</b>	<b>Annual Total</b>
1	Hosting/update	Monthly hosting of website	R220	R R220
			Sub Total	R R220
			VAT (14%)	R 0.00
			Annual Total	R R220