

CONTRACT SCHEDULE

* Delete portions which are not applicable

- 1. SCHEDULE NUMBER **8A**
- 2. NAME OF CLIENT Pixley ka Seme District Municipality
- 3. BCX DIVISION Public Sector: Local Government
- 4. TYPE OF CONTRACT

X			TERMS INCORPORATED
	CONSULTING	:	CONSULTING TERMS
	HARDWARE MAINTENANCE	:	HARDWARE MAINTENANCE TERMS
X	LICENCE	:	LICENCE TERMS
	PROJECT	:	PROJECT TERMS
	HARDWARE RENTAL	:	RENTAL TERMS
	HARDWARE SALE	:	SALE TERMS
X	SOFTWARE MAINTENANCE	:	SERVICE LEVEL AGREEMENT

- 5. CLIENT'S SITE(S) WHERE SERVICES MUST BE DELIVERED / PRODUCT SUPPLIED (*)
- 6. TERRITORY OF SERVICES
The municipal boundaries of the Client as determined by the relevant demarcation board from time to time.
- 7. COMMENCEMENT DATE: As Stipulated in Annexure 8, Schedule 8B
- 8. TERM: As Stipulated in Annexure 8, Schedule 8B.
- 9. DELIVERY DATE: As Stipulated in Annexure 8, Schedule 8B
- 10. DESCRIPTION OF SERVICES TO BE RENDERED
Maintenance / Licensing in respect of Xi-Soft Batch and Print Spooler software as indicated.

INTRODUCTION

Business Connexion hereinafter referred to as BCX, shall render the following maintenance and support services to the **Municipality**, provided that said Client has paid the annual license fees as stipulated in **Annexure 8 Schedule 8B** in full and no other fees owing to Business Connexion is in areas more than 30 days. These maintenance and support services will be provided, by **BCX**, according to the Service Levels and processes described in this document, **Annexure 8 Schedule 8A** hereinafter referred to as the **Service Level Agreement (SLA)**. This agreement should be read as an addendum to the Master Agreement. This agreement ratifies and makes effective the acceptance of the **XI-Soft** products as required by the e-Venus Financial system, by **THE MUNICIPALITY**, if not done in another agreement.

THE SERVICES PROVIDED UNDER THIS AGREEMENT INCLUDE THE FOLLOWING:

- CALL CENTRE
- TECHNICAL SERVICES AND SUPPORT SERVICES

1. CALL CENTRE SERVICES (ALSO REFERRED TO AS SERVICE DESK OR HELP DESK)

- Full use of the BCX Call Centre to log calls at the following contact details:

HELP LINE NUMBER:	0861239332
FAX NUMBER:	0861 239 331
E-MAIL ADDRESS:	laramail@bcx.co.za

2.1 SERVICE REQUEST, SUPPORT AND CALL LOGGING GENERAL RULES

- 2.1.1 THE MUNICIPALITY shall appoint at least 2 (two) named contacts within THE MUNICIPALITY, as the primary contacts between THE MUNICIPALITY and BCX, for all support services and to receive telephone support (one of whom shall be the appointed Systems Administrator). Such contacts will be listed in **Annexure 8 Schedule 6C**, (Client Contacts and Escalation contacts) and may be amended from time to time as required.
- 2.1.2 In the event the Municipality does not have the capacity to create a centralised BCX contact centre, to ensure that client on-site change management procedures are maintained, an updated list of all personnel that are authorised/pre-approved to log service requests, be it all personnel; selected personnel or via a centralised call centre at your client site must be provided. These authorised personnel will also be documented in **Annexure 8 Schedule 6C**, (Client Contacts and Escalation contacts) and may be amended from time to time as required. This list would include both the 1st Notification contact and his/her respective nominated 2nd Notification contact, as referenced in Call logging process.
- 2.1.3 No system errors, queries or faults shall be deemed to have been reported to Business Connexion unless specifically reported to the Local Government service desk, who in logging such a report, shall provide the Client with a reference number for the reported problem that shall act as a point of reference for resolution of same.
- 2.1.4 The Client will ensure a data communications link is available between Business Connexion and the designated Client site where requested remote support is required. (This will enable Business Connexion to resolve reasonable queries, which cannot be solved over the telephone.)
- 2.1.5 The data communication link to the Client should provide Virtual Private Network access to the client's network and system infrastructure and should be of modern standards and not be slower than 7.2 Mbps.
- 2.1.6 All security, policies and procedures required and applicable to gain access to the client's VPN and system environment is governed by the Client and remains the responsibility of the Client at all times.
- 2.1.7 Business Connexion will ensure that all access rights, policies and procedures as stipulated by the client are adhered to and will ensure that all necessary precautions are taken to ensure that no unlawful access is gained to the

client's environment via the access portal granted to Business Connexion and only duly authorised employees will be granted access to such environments.

2.1.8 In the event that support, is required by the Client and the data communication link at the Designated Location is not available, or is faulty, or a connection cannot be established due to telecommunication failure, and on-site assistance is required to solve the reported request, regardless of the nature of such request, the following will apply:

- a. Time will be charged at Business Connexion's then current applicable rate;
- b. Travel cost will be charged at Business Connexion's then current applicable rate;
- c. Travel time will be charged at Business Connexion's then current applicable rate;
- d. Subsistence and accommodation will be charged at Business Connexion's then current applicable rate.

2.1.9 Normal Standby, as may be requested from time to time, will be for the account of the Client.

2.2 MAINTENANCE FEE INCLUSIONS AND EXCLUSIONS

2.2.1 INCLUSIONS (Included in Maintenance fee)

2.2.1.1 Logging of all BCX related queries and requests

2.2.1.2 Service Desk Support will be limited to questions, quick references and fault reports only. Quick references are deemed to be;

- i. What specific function, or group of functions, is available for a specific purpose
- ii. General parameters that will be required for a function
- iii. Location of interface and other work files
- iv. Command to start a database or access a menu required to start such a database

2.2.1.3 Correction of Defects and System errors

2.2.2 EXCLUSIONS (Included as Chargeable Services)

2.2.1.4 All other services are catered for as chargeable services encapsulated within this SLA or alternative additional contracts or Schedules.

2.2.1.5 The 3rd Party support encapsulated within this agreement is limited to 1st line support only in conjunction with the operation and support agreement of the Venus / e-Venus system.

2.2.1.6 Any 3rd Party product defects are deemed to be out of scope and will be reported to the supplier for resolve.

2.3 HOURS OF OPERATION

The hours of operation for **all services** shall be Normal Business Hours, being between 08H00 and 16H30 hours excluding Saturdays, Sundays and Holidays, through BCX's offices. Holidays are official paid public holidays in the Republic of South Africa.

2.4 CALL LOGGING PROCEDURE

2.4.1 All calls will be logged by THE MUNICIPALITY's System Manager, hereinafter referred to as the "contact person", by sending a detailed fault description (with accompanying screenshots, reports, etc. where possible) to laramail@bcx.co.za. Or alternatively telephonically reporting of such errors in the event of failed electronic contact means.

2.4.2 The following comprehensive information must be supplied at all times when logging Service Requests via fax, e-mail or telephone.

- Name of Municipality : **Name of Municipality**
- 1st and 2nd Notification : **Contact Name**
- " : **Telephone & Mobile Numbers**
- " : **E-Mail Address**
- " : **Title/Position/Department**

The 1st and 2nd Notification contact information refers to;

- The 1st notification: Found by User will be the individual who initiated the enquiry.
- The 2nd notification: will be the default individual to be contacted in the absence of the first contact. In this way continuity of progress feedback, and resolution of your open service requests, is ensured.
- A Unique Service Request reference numbers will be e-mailed or telephonically communicated to 1st and 2nd notification contacts as the authorised client allocated contact persons. This reference number must be utilised in all correspondence relating to the issue / request as raised.

2.4.3 The call centre will track calls by customer, response time and priority.

2.5 CALL LOGGING PROCESS

2.5.1 A user experiencing a problem must report it to THE MUNICIPALITY contact person or authorised person, whom will then follow the internal MUNICIPALITY support process to determine the cause of the problem and attempt to resolve it.

2.5.2 If the problem is resolved through this primary action, the user should be informed and the call closed within the INTERNAL MUNICIPALITY support process.

2.5.3 If the problem cannot be resolved, a call must be logged with the Business Connexion Call Centre and a Problem Report must be completed in full and forwarded to Call Centre (laramail@bcx.co.za) via email.

2.6 CALL CENTRE PROCESS

2.6.1 In the event a Service Request is logged for any issue, additional development, enhancement or support the relevant **Annexure 8, Schedule 6E** form must be completed and sent to Business Connexion with all relevant supporting documents.

2.6.2 Upon receipt of a logged call, the Call Centre will record the details, issue the reference number, analyse the information and attempt to determine the cause of the problem where upon the relevant request will be routed to the desired BCX department.

2.6.3 In the event that additional information or documentation is required to analyse or determine the cause of an issue, the call will be referred back to the client to supply such information.

2.6.4 Milestone email notifications pertaining to a service request will commence to all relevant stakeholders as soon as a service request has been logged.

2.6.5 Reports will be published for perusal and relevant action. These reports will include:

- Reports containing open service requests for each Business Connexion client.
- Reference reports for Service Level Agreement meetings.

2.7 PRODUCT TYPE:

For Clarity and ensuring the best information is gathered when logging a Service Request the following Service Types have been provided;

2.7.1 Product Types: Select Billing, Expenditure, System Administration/DBA, Hardware, Other Related Applications etc.

2.7.2 Brief and Detailed Description: (include, where applicable, the function id, program name, error message and parameters used).

2.7.3 Where possible include 'screen prints' of the identified problem and/or error.

2.8 CALL LOGGING FUNCTIONALITIES

Priority	Description	Discrepancy Type
1	CRITICAL	System is not functioning – high impact on business
2	HIGH	Processing can continue – circumvention acceptable in the short term
3	MEDIUM	Processing can continue – acceptable circumvention
4	LOW	No impact on Processing
5	ENHANCEMENT	Request for additional functionality

2.9 RESPONSE TIMES

Priority	Description	Discrepancy Type
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1	CRITICAL	BEST effort to resolve within 24 hours. THE MUNICIPALITY and BCX will focus resources on a continual basis to restoring functionality to the business. Demoted to the relevant priority in accordance with type of CORRECTION provided
2	HIGH	CORRECTION advised within 5 working days, demote to relevant priority in accordance with type of CORRECTION provided
3	MEDIUM	CORRECTION supplied within 30 workings days; demote or close
4	LOW	PRODUCT adjustment may be implemented in future releases
5	ENHANCEMENT	Request for additional functionality

2.10 CLOSING OF SERVICE REQUESTS

- 2.10.1 Although all calls need to be closed by the Municipality, this paragraph is specifically included to cater for requests that have been completed but not closed by the client.
- 2.10.2 **Critical Service Requests**
Once clients are notified of the delivery of a change, the clients will have a maximum of 2 working days lead-time for verification / acceptance of the delivery. In the absence of feedback after this lead-time, the change will be deemed successfully delivered and the service request will be closed.
- 2.10.3 **Other Service Requests**
Clients will have 10 working days lead-time for verification / acceptance of the delivery. In the absence of feedback after this lead-time, the change will be deemed successfully delivered and the service request will be closed.
- 2.10.4 To cater for exceptions to this rule, for example temporal requests where the acceptance is based on a month-end process that does not fall within the prescribed lead-time, the client may arrange for an extension on this lead-time, either in advance when the request is logged, or when he/she is notified of the delivery.
- 2.10.5 Should the client, after Service Request closure, find/believe that the "resolved request" is still problematic, a new service request must be logged. Business Connexion will address this new service as a priority, endeavouring to rectify and resolve it with haste.
- 2.10.6 Please note that lead-times will only begin once the contact person of the Service Request has been notified of the delivery for user acceptance testing or closure. The contact person will be notified via e-mail or phone call.

2.11 CALL ESCALATION PROCESS

2.11.1 Escalation within BCX

- 2.11.1.1 In the event BCX fails to keep THE MUNICIPALITY informed with call status updates as specified under "status report time" and attempts to contact the BCX support contact proves unsuccessful, THE MUNICIPALITY contact person may then proceed to escalate the call to the next person listed in sequence as stipulated in Annexure 8 Schedule 6D.
- 2.11.1.2 In the event the client does not supply Business Connexion with additional information as requested by a service request, the call closing process as depicted in this document will come into effect.
- 2.11.1.3 In the event the Municipality fails to complete testing or notify Business Connexion of status of completed and delivered requests, the call closing process as depicted in this document will come into effect.

2.11.2 Escalation within The Municipality

2.12.1.1 If the time to resolve cannot be achieved, BCX Support will contact the MUNICIPALITY contact person in writing, to provide possible temporary alternative solutions and a newly estimated resolution time. Where additional information is required from The Municipality, BCX will provide THE MUNICIPALITY contact person with a list of additional information required.

2.12.1.2 BCX will inform THE MUNICIPALITY contact person and await acknowledgement from THE MUNICIPALITY that the call is in "wait time" as specified in the table "Status report times".

2.11.3 Automated escalation

Built into the help desk system is an automated escalation procedure. The priority of the call will determine the escalation times as follows:

Priority	Response Time (RT)	Escalation Times		
		THE MUNICIPALITY & BCX Level 1	THE MUNICIPALITY & BCX Level 2	THE MUNICIPALITY & BCX Level 3
1	24 hours	RT + 2 hours	RT + 8 hours	RT + 24 hours
2	5 days	RT + 8 hours	RT + 24 hours	RT + 48 hours
3	30 days	RT + 24 hours	RT + 48 hours	RT + 72 hours
4	N/A	-	-	-
5	N/A	-	-	-

2.11.4 Escalation channels

All escalation channels, roles, persons and contact details are stipulated in **Annexure 8 Schedule 6C**, (Client Contacts and Escalation contacts) and may be amended from time to time as required.

2.12 AUDIT TRAILS

2.12.1 In the interest of transparency, BCX will provide THE MUNICIPALITY with the means, tools and training, to log and monitor all activities of BCX support and consulting staff within the systems, their databases or any software\operating System on which the systems are dependant.

2.12.2 The above will be applicable for both the production and test environments and such training will be charged at normal Business Connexion rates.

2. TECHNICAL SERVICES AND SUPPORT

3.1 DEFECTS OR ERRORS

- 3.2.1 In the event that a defect is discovered within the systems, then THE MUNICIPALITY will not be billed for any time or materials expended in the rectification of the defect in the systems.
- 3.2.2 A software defect in the systems software will be the common term used to describe an error, flaw, mistake, failure, or fault in a system program or component that produces an incorrect or unexpected result. Any other defect or error which may result in the systems' defective performance will be the sole responsibility of THE MUNICIPALITY to rectify. THE MUNICIPALITY shall have the onus of proving a defect in the affected system. All time expended by BCX will be billable unless a defect is proven.
- 3.2.3 THE MUNICIPALITY shall promptly notify BCX of any defect or error in the systems, their databases or any software\operating system on which the systems are dependant to be fully operational and BCX shall, subject to the following provisions, use its best and reasonable endeavours to correct the defects or error as soon as practically possible, after being notified.
- 3.2.4 BCX shall not be obliged to correct any defects in the systems, their databases or any software\operating system on which the systems are dependant to be fully operational, which arises from:-
- 3.2.4.1 Any improper or unauthorised use, or operation of the systems, their databases or any software\operating system on which the systems are dependant to be fully operational
 - 3.2.4.2 The adaptation, modification, or alteration in any way of any part of the systems, their databases or any software\operating system on which the systems are dependant to be fully operational, without BCX's prior consent, or the merger or combination of any part of the systems with any other computer software or material;
 - 3.2.4.3 Any failure by THE MUNICIPALITY to comply with any advice or instructions given by BCX with regard to the use of the systems, their databases or any software\operating system on which the systems are dependant to be fully operational ;
 - 3.2.4.4 Any failure by THE MUNICIPALITY to install any corrected version of any Software Update or Software Upgrade supplied by BCX.

3.2 VERSIONS SUPPORTED

- 3.4.1 BCX will provide a maintenance service that covers the current version under the latest License Agreement.
- 3.4.2 Once a specific version of the software has been super ceded by another, support for such a version of the system will cease within 12 months of the new version becoming available.
- 3.4.3 In the event THE MUNICIPALITY chooses to remain on an older version by not invoking their right to upgrade, support will be given for a 12 month period thereafter all calls will be treated as billable service fees until THE MUNICIPALITY makes the necessary update.
- 3.4.4 Once a new release has been released for general use Business Connexion will log a call, on behalf of the Client, with the service desk and the SR number will be forwarded to the Client.

3.4.5 All future updates and or upgrades of the SPI software will be provided free of charge to the Client, provided all maintenance fees are paid in full.

3.4.6 A prior release will be supported for the duration of the paid up maintenance period of 1 (one) year after BCX has released an upgrade, which has not been implemented or paid for by THE MUNICIPALITY.

3.3 ON-SITE ASSISTANCE

3.5.1 Should BCX have to provide additional assistance to rectify a logged call, caused as a result of an operating error by an employee of THE MUNICIPALITY, which required BCX to provide on-site assistance, or programs to be developed to correct the error, and then these will be billable Service Fees at the current Business Connexion rates.

3.5.2 On-site assistance involves identifying, verifying, isolating and resolving problems associated with the systems, their databases or any software\operating system on which the systems are dependant to be fully operational.

3.5.3 As an interim solution and if feasible and possible, until reported problems are resolved, BCX consultants will assist THE MUNICIPALITY in finding a work-around for THE MUNICIPALITY that allows utilisation of the systems.

3.4 UTILITY SOFTWARE (XI-TEXT AND XI-BATCH)

3.12.1 Business Connexion will install any updates and / or upgrades of the Utility Software at no additional cost to the Client, provided that such installations are scheduled and occur during normal office hours and all maintenance fees are paid in full. In the event that such installations need to be done after hours the client will be charged at normal Business Connexion rates.

3.12.2 Business Connexion will provide support on reasonable faults and queries at no additional cost to the customer. This obviously excludes software deficiencies, which will be reported to the supplier.

3.5 LOADING OF SOFTWARE ON NEW SERVERS / UPGRADES TO SERVERS

3.9.1 Should a new server be purchased or should a server be upgraded and such new server / upgrade has been purchased, Business Connexion, will perform or assist in the installation of such software on the new / upgraded server, at Business Connexion standard rates.

4. SERVICE SUPPORT and CONSULTING TARIFFS

All costing is applicable as stipulated in **Annexure 8 Schedule 1** of the Master Agreement; Consulting Tariffs

5. LICENSING and MAINTENANCE COSTS

All costing is applicable as stipulated in **Annexure 8 Schedule 8B** of the Master Agreement; Licensing and Maintenance Tariffs

6. ENTIRE AGREEMENT / VARIATION

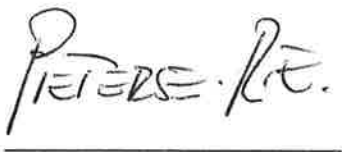
- 6.1 Terms and conditions of the Master Agreement as concluded between the parties remain in effect and applicable to this agreement.
- 6.2 This agreement constitutes the entire contract between the parties hereto regarding the subject matter of this agreement. Neither party hereto has been induced to enter, or influenced in entering into this agreement by any undertaking, warranty, representation or statement not recorded herein.
- 6.3 No variation, addition to or consensual termination of this agreement shall be of any force or effect unless it is expressly recorded in writing and signed on behalf of the parties hereto by their duly authorised representatives, which in the case of THE MUNICIPALITY shall be the Municipal Manager or a designated official and in the case of BCX, a Manager or Director.
- 6.4 This Contract shall commence on the Commencement Date and shall automatically renew for a period of one year, calculated from the date of signature, unless notice of cancellation is received one calendar month in advance of the anniversary date of this agreement or until termination of the Master Agreement as set out in the termination period of such Master Agreement

Thus agreed to and signed at Ja Ar on this 2 day of August 2017

AS WITNESSES:



Duly Authorised and on behalf of THE MUNICIPALITY



Print Full Names and Surname



Capacity

AS WITNESSES:

A handwritten signature in black ink, appearing to be 'S. N. Nhalwane', written over a horizontal line.

Duly Authorised and on behalf of BCX

MODISE NYALWANE

Print Full Names and Surname

MANAGING EXEC

Capacity

