

Memorandum of
Agreement: IT
Maintenance and
Support Services



MEMORANDUM OF AGREEMENT IT MAINTENANCE AND SUPPORT SERVICES

entered into:

Honestytrade 1 cc t/a ITSaS

a company duly incorporated under the laws of the Republic of South Africa, having its main place of business at Olievenhout laan 292, Northriding, Randburg, 2194, Johannesburg with registration number 2008/151812/23

(hereinafter referred to as “the Contractor”)

And

(name of customer)

a company/Close Corporation duly incorporated under the laws of the Republic of South Africa, having its main place of business at

_____ (place),

with registration number _____; (hereinafter referred to as “the Customer”)

Service Level Agreement Option:

(chosen option from Service Level Agreement Matrix in Annexure A)

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1 Definitions

Unless the contrary is clearly indicated, the following words and/or phrases, when used in this Agreement, shall have the following meaning:

- 1.1 "Agreement" shall mean this written document together with all written appendices, annexures, exhibits or amendments attached to it from time to time.
- 1.2 "Commencement Date" shall mean the date on which both the Contractor and the Customer append their signatures to this Agreement.
- 1.3 "Location" shall mean the physical address of the business premises of the Customer.
- 1.4 "Parties" shall mean both the Customer and the Contractor.
- 1.5 "Payment Date" shall mean 30 days from when the invoice is issued.
- 1.6 "Payment Office" shall mean the address of the Contractor.
- 1.7 "Contractor's Standard Hours" shall mean 08h00 to 17h00 on all days excluding Saturdays, Sundays and public holidays.
- 1.8 "Maintenance Month" means a period of one month, commencing on the 25th day of any month and continuing until the 24th day of the succeeding month.
- 1.9 "Currency" shall mean South African Rand.
- 1.10 "Service Level Agreement Matrix" shall mean the service level agreement matrix annexed hereto and marked "Annexure A", detailing the various service level support levels and tiers available to the Customer.
- 1.11 "Service Level Agreement Option" shall mean the specific package chosen by the Customer from the Service Level Agreement Matrix i.e. the specific tier (e.g. 1, 2, 3, 4 or 5) and support level (e.g. Silver, Gold or Platinum) and is specified on page 1 of this agreement.
- 1.12 "Hardware" shall mean without limitation, the Customer's computer terminals, laptops, servers, switches, routers, screens, printers and peripheral equipment used to access and operate the Software.
- 1.13 "Software" shall mean operating system and computer application software installed from time to time on the Customer's Hardware and used by the Customer for commercial operational purposes, whether incorporated in humanly intelligible media or not.
- 1.14 "System" shall mean the Customer's computer system, incorporating both Hardware and Software.

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1.15 "Fixed Hours" shall mean the time allocated to the Customer for Remote System Checkups as specified by the Service Level Agreement Option.

1.16 "Onsite" shall mean at the clients Location.

1.17 "Remote" shall mean from a remote location over the internet.

1.18 "Bookable Time" means the time allocated to the Customer for Support Services as specified by the Service Level Agreement Option. The increments of time are allocated as follows:

1.18.1 For Onsite support, time will be allocated in 30 (thirty) minute increments. For each support call, any amount of support provided which is between 1 (one) and 30 (thirty) minutes in duration, counts as a 30 (thirty) minute increment.

1.18.1 For Remote support, time will be allocated in 15 (fifteen) minute increments. For each support call, any amount of support provided which is between 1 (one) and 15 (fifteen) minutes in duration, counts as a 15 (fifteen) minute increment.

1.19 "Carry Over Hours" shall mean the extra time that will be allocated, as specified in the Service Level Agreement Matrix, to the next Maintenance Month's Bookable Time in the event that 1 (one) or more hours is not used up in a particular Maintenance Month. The amount of Carry Over Hours can never be more than the amount of hours of Bookable Time that was not used in the previous Maintenance Month. Carry Over Hours do not accrue month on month.

1.20 "Support Services" shall mean:

1.20.1 installation, configuration, maintenance and administration of the Customer's System at the Location;

1.20.2 as a first line of response, to provide telephonic and/or remote assistance and support to the Customer within the Response Time, provided that the Customer, at its sole cost and expense, shall be obliged to install and commission a suitable router at the Location to enable the Contractor to get remote access to the System;

1.20.3 where telephonic and/or remote assistance and support proves unsuccessful, provide Onsite support at the Location;

1.20.4 general consultancy for System enhancements;

1.20.5 such other support of the System as may be agreed between the parties from time to time, but shall exclude proprietary hardware and/or software which requires specialized support, outside of the scope of the skillset provided by the Contractor.

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1.21 "Remote System Checkups" are defined in the Service Level Agreement Matrix and provided for according to the Service Level Agreement Option.

1.22 "Response Time" shall mean the time which it takes for the contractor to respond to a request for support as specified by the Service Level Agreement Option.

1.23 "Confidential or Disclosed Information" shall mean:

1.23.1 any information of whatever nature, which has been or may be obtained by either of the Parties from the other, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, customer lists, price lists, studies, findings, computer software, inventions or ideas;

1.23.2 analyses, concepts, compilations, studies and other material prepared by or in possession or control of the recipient which contain or otherwise reflect or are generated from any such information as is specified in this definition;

1.23.3 any dispute between the Parties resulting from this Agreement.

2 Appointment

The Customer hereby appoints the Contractor, to render the Support Services and Remote System Checkups and the Contractor accepts this appointment, subject to the terms herein contained.

3 Services

3.1 The Contractor, shall, for the duration of this Agreement, render Support Services and Remote System Checkups to the Customer.

3.2 Notwithstanding anything to the contrary herein contained, Support Services and Remote System Checkups shall be rendered, and charged in respect of each and every Maintenance Month, as per the Service Level Agreement Option, for the duration of this Agreement.

3.3 The Contractor shall use only suitably qualified employees to render the Support Services and Remote System Checkups.

3.4 The Customer will inform the Contractor of any faults on the System as soon as possible after any such fault or problem is discovered in accordance with the provisions of the Agreement and will provide the Contractor's personnel with reasonable access to the System including such personal access as may be required upon arrival of the personnel of the Contractor at the Location.

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4 Procedure for requesting Support Services

The Customer will, whenever it requires the Contractor to perform Support Services, follow the procedure set out below:

4.1 The Customer will appoint a representative or representatives who is/are authorised to request Support Services. The Customer may replace its authorised representative or representatives from time to time by written notice to the Contractor. The initial authorised representatives for the Customer are:

_____ (insert names).
_____ (insert names).
_____ (insert names).

4.2 The Contractor shall not be required to provide Support Services unless requested to do so by the aforementioned representative of the Customer.

4.3 An authorised representative of the Customer shall contact the support helpdesk telephonically and log a request for a support call.

4.4 The Customer shall provide, at its own cost, such material and information as may be required by the Contractor to render the Support Services, which shall include but not be limited to licensed copies of the Software, together with manuals therefore.

4.5 The Contractor's personnel will acknowledge, and respond to the request for Support Services, within the Response Time, provided same is logged within the Contractors Standard Hours. The Contractor's personnel shall, should they not be able to resolve the problem immediately, advise the customer (to the extent that they may be able) of the estimated time to remedy any particular problem with the System, and keep the Customer appraised of any variation in the aforesaid estimate.

5 After-hours support

Any support required outside of the Contractors Standard Hours will be on an ad-hoc basis and will fall outside the scope of this Agreement. If after hours support is provided it will be charged, save where otherwise agreed, at the Contractor's prevailing overtime rate.

6 Duration

6.1 The Agreement shall commence on the Commencement Date.

6.2 The Agreement will continue in force for a period of one (1) year calculated from the Commencement Date and thereafter automatically be renewed for further periods of one (1) month at a time, unless terminated earlier in accordance with the provisions of the Agreement.

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7 Charges and payment

7.1 The Customer shall pay the Contractor the amount due as specified by the Service Level Agreement Option.

7.2 Time sheets shall be maintained by the Contractor in respect of Support Services and Remote System Checkups rendered to the Customer.

7.3 The Contractor shall invoice the Customer in respect of Support Services and Remote System Checkups rendered by it at the end of each Maintenance Month. Each invoice will be supported by the aforementioned time sheets for that specific Maintenance Month.

7.4 In addition to any monthly or hourly rates set out above, the Customer shall reimburse the Contractor for the:

7.4.1 Reasonable travelling costs incurred by the Contractor at the rate as specified in the Service Level Agreement Matrix;

7.4.2 The cost of any additional material supplied; and

7.4.3 All and any services which do not fall within the scope of the Support Services, at the Contractors prevailing "Out Of Contract Rate" and which is specified in the Service Level Agreement Matrix.

7.5 The Customer shall pay the Contractor on the Payment Date in respect of the invoice for that Maintenance Month, as well as for any other outstanding amounts which are past due as per their statement.

7.6 The Customer shall pay compound interest monthly on all overdue amounts due to the Contractor at a rate of 2% per annum above the then current overdraft interest rate charged by the Contractor's bankers.

7.7 The Customer will not be entitled to withhold payment of any amount payable to the Contractor to satisfy any claim of the Customer arising from this or any other contract between the Parties, nor will the Customer be entitled to set-off such an amount against the amount payable to the Contractor in terms of this Agreement or any other contract.

7.8 The Contractor reserves the right to suspend all services to the Customer if the Customer does not make payment as per the payment terms specified in this agreement.

7.9 All payments due to the Contractor shall be paid in the Currency.

8 Breach and termination

8.1 Without prejudice to any other remedies which either of the Parties may otherwise have in terms of the Agreement or at law, either of the Parties shall be entitled to terminate the Agreement, by written Notice to the other, in the event that:

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8.1.1 The Contractor infringes the copyright, trade secrets or patent of any third party, in order to meet all or some of its obligations contained in the Agreement;

8.1.2 Either of the Parties is finally liquidated;

8.1.3 The controlling interest or ownership in either of the Parties becomes vested in a competitor of either of the Parties. For the purpose of this clause, the party who makes this allegation shall carry the burden to prove same;

8.1.4 Either of the Parties commits a breach of the terms and conditions of the Agreement, and fails to remedy such breach, within 7 (seven) calendar days after receiving Notice from the other party to the Agreement.

8.2 The Contractor reserves the right to terminate the Agreement if the Customer has not made payment 30 days after the Payment Date.

8.3 The Customer may terminate the Agreement for any reason whatsoever by paying 2 (two) Maintenance Months worth of fees, as per their Service Level Agreement Option, in advance to the Contractor. The 2 (two) applicable months cannot include the current Maintenance Month. Proof of payment, as well as written notice of such cancellation, must be provided to the Contractor.

8.4 The termination of the Agreement, for whatever reason, shall not affect the rights of either of the Parties:

8.3.1 that may have accrued before the termination of the Agreement; or

8.3.2 which specifically or by their nature survives the termination of the Agreement.

9 Limitation of liability

9.1 The liability of the Contractor for faulty execution of the Remote System Checkups and/or Support Services rendered in terms of the Agreement as well as all damages suffered by the Customer, whether direct or indirect, as a result of the rendering of such services, will be limited to the Contractor rectifying, within a reasonable time and free of charge, any errors caused by the Contractor as a result of such faulty execution of the Support Services, provided that the Contractor is notified immediately of the damage or faulty execution of the Services.

9.2 This liability is completely excluded if the Customer attempts to correct or allows third parties to correct or attempt to correct such faulty execution of the Support Services or any damage arising therefrom without the prior written approval of the Contractor.

9.3 Any other liability on the part of the Contractor arising from any cause whatsoever is specifically excluded. Without limiting the generality of the foregoing, the Contractor shall not be liable for any delay, failure, breakdown, damage or injury caused by:

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9.3.1 software, programs, and/or support services supplied by or obtained by the Customer without the consent or knowledge of the Contractor; or

9.3.2 software or programs modified by the Customer or any third party not authorised to do so in terms of the Agreement; or

9.3.3 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software.

9.4 In no event will the Contractor be liable to the Customer for loss of profits or for incidental, special or consequential damages arising out of or in connection with the Maintenance and/or Support Services rendered by the Contractor in terms of the Agreement or the delivery, installation, servicing, performance or use of the Combined Software.

9.5 The Contractor cannot be held liable for unreasonable data loss of any kind.

10 Intellectual Property Rights

10.1 The parties acknowledge that any and all of the intellectual property rights including trade marks, trade names, copyright and other rights used or embodied in or in connection with the Software are and will remain vested in the author of that Software.

10.2 The Customer warrants to the Contractor that all Software is lawfully licensed to the Customer and the Customer indemnifies and holds the Contractor harmless against all and any claims by the author arising as a breach of this clause.

11 Interpretation

11.1 The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement.

11.2 Any reference in this Agreement to the singular includes the plural and vice versa.

11.3 Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and vice versa.

12 Validity

If any provision of this Agreement is found or held to be invalid or unenforceable, the validity and enforceability of all the other provisions of this Agreement will not be affected thereby.

13 Confidentiality

13.1 The Parties shall hold in confidence all Confidential or Disclosed Information received from each other and not divulge the Confidential or Disclosed Information to any person,

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including any of its employees, save for employees directly involved with the execution of this Agreement.

13.2 The Parties shall prevent disclosure of the Confidential or Disclosed Information, except as may be required by law.

13.3 Within six (6) months after the termination of this Agreement, for whatever reason, the recipient of Confidential or Disclosed Information shall return same or at the discretion of the original owner thereof, destroy such Confidential or Disclosed Information, and shall not retain copies, samples or excerpts thereof.

13.4 It is recorded that the following information will, for the purpose of this agreement, not be considered to be Confidential or Disclosed Information:

13.4.1 information known to either of the Parties prior to the date that it was received from the other party; or

13.4.2 information known to the public or generally available to the public prior to the date that it was disclosed by either of the Parties to the other; or

13.4.3 information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such Information; or

13.4.4 information which either of the Parties, in writing, authorises the other to disclose.

14 Relationship

This Agreement does not constitute either of the Parties an agent or legal representative of the other for any purposes whatsoever and neither of the Parties shall be entitled to act on behalf of, or to represent the other unless duly authorised thereto in writing.

15 Dispute resolution

15.1 If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement, within one week after a dispute arises or such extended time period as the Parties may in writing allow, then such a dispute shall be submitted to the most senior executives of the Parties who shall endeavour to resolve this dispute, within five (5) calendar days after it having been referred to them.

15.2 Should the dispute not be resolved in the aforesaid manner, then it shall be resolved by way of arbitration in accordance with the provisions contained in this Agreement.

16 Arbitration

16.1 A dispute between the Parties relating to any matter arising out of this Agreement or the interpretation thereof shall be referred to arbitration, by either of the Parties, by way of a Notice to the other party, in which Notice particulars of the dispute are set out.

16.2 Such arbitration proceedings shall be held at the Payment Office and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out:

16.2.1 the usual formalities of procedure (e.g. there shall not be any pleadings or discovery);

16.2.2 the strict rules of evidence;

16.2.3 immediately and with a view to its being completed within seven (7) calendar days after it is demanded.

16.3 The arbitrator for such arbitration proceedings shall:

16.3.1 if the matter in issue is primarily an accounting matter, be an independent auditor with at least 10 years experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the South African Institute of Chartered Accountants; or

16.3.2 if the matter in issue is primarily a technical matter, be a suitably qualified person agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Johannesburg Bar Council, or the Law Society for the Northern Provinces as the case may be; or

16.3.3 any other matter, be a practising advocate or attorney, admitted as such in accordance with the legislation of the law governing this Agreement, with at least 10 years experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Bar Council or the Law Society in the province and city which is closest to the Location, as the case may be; or

16.3.4 in the event where the Parties are unable to agree whether the nature of a dispute is primarily of an accounting nature, technical nature, or any other nature, then the nature of that dispute shall be decided by a practising advocate or attorney, admitted as such in accordance with the legislation of the law governing this Agreement with at least 10 years experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Bar Council or the Law Society in the province and city which is closest to the Location, as the case may be.

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16.4 The decision of the arbitrator shall be final and binding on the Parties, who shall summarily carry out that decision and either of the Parties shall be entitled to have the decision made an order of any court with competent jurisdiction.

16.5 The “arbitration” clause in this Agreement shall be severable from the rest of this Agreement and therefore shall remain effective between the Parties after this Agreement has been terminated.

16.6 No clause in this Agreement which refers to arbitration shall mean or be deemed to mean or interpreted to mean that either of the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

17 Restraint of trade

Neither of the Parties shall, at any stage after the commencement of this Agreement, and for a period of two (2) years after this Agreement has terminated, make any offers of employment to any staff member, who is or has been employed by the other and has been involved in the execution of this Agreement. The aforementioned restraint shall not be applicable in the event where the prior written approval to make such an offer has been obtained from the party who is or has been the employer of such staff member. For the purpose of this clause “staff member” shall include but not be limited to permanent employees, part-time employees and independent contractors.

18 Domicilium

The Parties elect the following addresses as their respective domicilium citandi et executandi:

18.1 The Contractor at (address): _____

18.2 The Customer at (address): _____

_____.

18.3 Either of the Parties may change its domicilium citandi et executandi to another address within the same country, by way of a notice to the other party to this Agreement, provided that such a notice is received by the addressee, at least 7 (seven) calendar days prior to such a change taking effect.

19 Notices

The Parties elect the following addresses at which all notices and other communications must be delivered for the purposes of this Agreement:

19.1 The Contractor:

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19.1.1 by hand at: same as per 18.1 above, marked for the attention of (insert name)

_____;

19.1.2 by post at: same as per 18.1 above, marked for the attention of same as per 19.1.1 above;

19.1.3 by telefax at: _____;

19.1.4 by email at: _____.

19.2 The Customer:

19.2.1 by hand at: (only to be filled in if different to the domicilium citandi et executandi address) _____

_____ marked for the attention of (insert name) _____;

19.2.2 by post at: (only to be filled in if different to the domicilium citandi et executandi address) _____

_____ marked for the attention of (insert name) _____;

19.2.3 by telefax at: (number) _____ marked for the attention of (insert name) _____;

19.2.4 by email at (email address) _____ marked for the attention of (insert name) _____.

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

19.4 Any notice addressed to either of the Parties and contained in a correctly addressed envelope and sent by registered post to it at its chosen address or delivered by hand at its chosen address to a responsible person on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, shall be deemed to have been received, unless the contrary is proved, if sent by registered post, on the 14th (fourteenth) calendar day after posting and, in the case of hand delivery, on the day of delivery.

19.5 Any notice sent by telefax or email to either of the Parties at its telefax number shall be deemed, unless the contrary is proved, to have been received:

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19.5.1 if it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, within 2 (two) hours of transmission;

19.5.2 if it is transmitted outside of these times, within 2 (two) hours of the commencement any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, after it has been transmitted.

20 Force majeure

20.1 Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves:

20.1.1 that the failure was due to an impediment beyond its control;

20.1.2 that it could not reasonably be expected to have taken the impediment and its effects upon the party's ability to perform into account at the time of the conclusion of this Agreement; and

20.1.3 that it could not reasonably have avoided or overcome the impediment or at least its effects.

20.2 An impediment, as aforesaid, may result from events such as the following, this enumeration not being exhaustive:

20.2.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;

20.2.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;

20.2.3 explosions, fires, destruction of machines, factories and any kind of installations;

20.2.4 boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages;

20.2.5 acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.

20.3 For the purposes of this clause "impediment" does not include lack of authorisations, of licenses, of permits or of approvals necessary for the performance of this Agreement and to be issued by the appropriate public authority.

20.4 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the party seeking relief gives Notice of the impediment

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relied upon and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than sixty (60) days either of the Parties shall be entitled to terminate this Agreement.

21 Entire agreement and variations

21.1 This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

21.2 No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

21.3 Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

22 Assignment, cession and delegation

22.1 The Contractor not shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the Customer.

22.2 The Customer shall not be entitled to assign, cede, delegate or transfer any rights, or obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other person or party without the prior written consent of the Contractor, which consent shall not unreasonably be withheld or delayed.

23 Relaxation

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

24 Waiver

No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

25 Severability

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In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

26 Drafting costs

Each of the Parties shall bear its own cost incurred as a result of the negotiation, drafting and finalisation of this Agreement, which shall include, but not be limited to, all legal fees.

27 Governing law

The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.

Duly authorised representative of the Customer:

_____ (Name) _____ (Signature)

_____ (Location) _____ (Date)

Duly authorised representative of the Contractor:

_____ (Name) _____ (Signature)

_____ (Location) _____ (Date)

Witness:

1. _____

(Name and Surname) (Signature)

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	Tier1	Tier 2	Tier 3	Tier 4	Tier 5
Silver	8 Hours Response Time. Weekly Remote System Checkups (2 Fixed Hours). Bookable Time: 3 Hours Total Hours: 5 Hours Monthly Cost: R 2000.00 Hourly Rate: R 400.00	8 Hours Response Time. Weekly Remote System Checkups (2 Fixed Hours). Bookable Time: 6 Hours Total Hours: 8 Hours Monthly Cost: R 3040.00 Hourly Rate: R 380.00	8 Hours Response Time. Weekly Remote System Checkups (2 Fixed Hours). Bookable Time: 10 Hours Total Hours: 12 Hours Monthly Cost: R 4200.00 Hourly Rate: R 350.00	8 Hours Response Time. Weekly Remote System Checkups (2 Fixed Hours). Bookable Time: 15 Hours Total Hours: 17 Hours Monthly Cost: R 5440.00 Hourly Rate: R 320.00	8 Hours Response Time. Weekly Remote System Checkups (2 Fixed Hours). Bookable Time: 20 Hours Total Hours: 22 Hours Monthly Cost: R 6600.00 Hourly Rate: R 300.00
Gold	5 Hours Response Time. Weekly Remote System Checkups (6 Fixed Hours). Bookable Time: 3 Hours Total Hours: 9 Hours Monthly Cost: R 4,050.00 Hourly Rate: R 450.00	5 Hours Response Time. Weekly Remote System Checkups (6 Fixed Hours). Bookable Time: 6 Hours Total Hours: 12 Hours Monthly Cost: R 4920.00 Hourly Rate: R 410.00	5 Hours Response Time. Weekly Remote System Checkups (6 Fixed Hours). Bookable Time: 10 Hours Total Hours: 16 Hours Monthly Cost: R 6080.00 Hourly Rate: R 380.00	5 Hours Response Time. Weekly Remote System Checkups (6 Fixed Hours). Bookable Time: 15 Hours Total Hours: 21 Hours Monthly Cost: R 7350.00 Hourly Rate: R 350.00	5 Hours Response Time. Weekly Remote System Checkups (6 Fixed Hours). Bookable Time: 20 Hours Total Hours: 26 Hours Monthly Cost: R 8320.00 Hourly Rate: R 320.00
Platinum	3 Hours Response Time. Weekly Remote System Checkups (11 Fixed Hours). Bookable Time: 3 Hours Total Hours: 14 Hours Monthly Cost: R 7000.00 Hourly Rate: R 500.00	3 Hours Response Time. Weekly Remote System Checkups (11 Fixed Hours). Bookable Time: 6 Hours Total Hours: 17 Hours Monthly Cost: R 8160.00 Hourly Rate: R 480.00	3 Hours Response Time. Weekly Remote System Checkups (11 Fixed Hours). Bookable Time: 10 Hours Total Hours: 21 Hours Monthly Cost: R 9660.00 Hourly Rate: R 460.00	3 Hours Response Time. Weekly Remote System Checkups (11 Fixed Hours). Bookable Time: 15 Hours Total Hours: 26 Hours Monthly Cost: R 11440.00 Hourly Rate: R 440.00	3 Hours Response Time. Weekly Remote System Checkups (11 Fixed Hours). Bookable Time: 20 Hours Total Hours: 31 Hours Monthly Cost: R 13020.00 Hourly Rate: R 420.00

Annexure A

Out of Contract Rate: Silver – R435.00 per hour, Gold – R550.00 per hour, Platinum – R665 per hour Carry Over Hours: Silver – 1 hour, Gold – 1 hour, Platinum – 2 hours Travel Rate – R3.50 per km All prices Exclude VAT

Remote System Checkups

Silver Band

1. verification by the Contractor that the Internet connection of the Customer is operational;
2. determination of the bandwidth remaining for the balance of the Maintenance Month;
3. verification that there are sufficient licenses per server having regard to the users;
4. verification that the server has sufficient hard disk space available for optimal use;
5. verification that the server backups have sufficient hard disk space available;
6. verification that the server antivirus is licensed and that the virus definitions are up to date
7. Checkups will be performed once a week.

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Gold Band

1. verification by the Contractor that the Internet connection of the Customer is operational;
2. determination of the bandwidth remaining for the balance of the Maintenance Month;
3. verification that there are sufficient licenses per server having regard to the users;
4. verification that the server has sufficient hard disk space available for optimal use;
5. verification that the server backups have sufficient hard disk space available;
6. verification that the server antivirus is licensed and that the virus definitions are up to date
7. Checkups will be performed three times a week.

Platinum Band

1. verification by the Contractor that the Internet connection of the Customer is operational;
2. determination of the bandwidth remaining for the balance of the Maintenance Month;
3. verification that there are sufficient licenses per server having regard to the users;
4. verification that the server has sufficient hard disk space available for optimal use;
5. verification that the server backups have sufficient hard disk space available;
6. verification that the server antivirus is licensed and that the virus definitions are up to date;
7. Checkups will be performed once a day.

