

Implementation Agreement

entered by and between

MUNSOFT PROPRIETARY LIMITED

(Registration number: 2001/024674/07)

Physical address: Building 17
Cycad House
Constantia Office Park
Corner of 14th Avenue and Hendrik Potgieter Street
Weltevredenpark
1709
Email address: legal@munsoft.co.za

(hereinafter referred to as “Munsoft”)

(herein represented by N Rerani, duly authorised)

AND

LESEDI LOCAL MUNICIPALITY

(Demarcation code: GT423)

Physical address: Cnr HF Verwoerd & Louw Streets
Heidelberg
Gauteng
1438
Email address: sbusisod@lesedi.gov.za

(hereinafter referred to as the “Client”)

(herein represented by S Dlamini, duly authorised)

(collectively referred to as the “Parties” and “Party” referring to either one of them)

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1. Background

This Implementation Agreement deals with the implementation project relating to the implementation of the System and forms part of the Master Agreement between the Parties.

2. Definitions

Unless inconsistent with the context, the words and expressions below will have the following meanings and similar expressions will have the same meanings:

- 2.1 “AFSA” means the Arbitration Foundation of Southern Africa;
- 2.2 “Implementation Agreement” will mean this implementation agreement, together with the Project Plan, Project Charter and Payment Schedule;
- 2.3 “Business Day” will mean the hours from 08:00 to 17:00 on any day other than a Saturday, Sunday or public holiday in South Africa;
- 2.4 “Confidential Information” means any technical, regulatory, business, management, commercial and product or service information, which information is marked confidential or is by its nature confidential, including without limitation data processes, specifications, drawings, design, computer software, know-how, contractual arrangements, future plans, reports, business discussions and any material bearing or incorporating such information, disclosed between or on behalf of the Parties either orally or in tangible or visible or machine readable form. Confidential Information will include all consumer data kept by the Client;
- 2.5 “Commencement Date” means 01 May 2022;
- 2.6 “Domicilium” means a Party’s *domicilium citandi et executandi* at which all documents in legal proceedings about this Implementation Agreement must be served;
- 2.7 “Force Majeure Events” mean any earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, boycott or other similar events beyond the reasonable control of the affected Party;
- 2.8 “Go-Live Date” means the date on which the Cashier, Expenditure as well as the SCM modules are live, this means that all these departments are able to transact on the System;

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- 2.9 "ICT" means information communication technology;
- 2.10 "Implementation Fees" will mean the once off fees payable for the implementation of the System and are payable according to the Milestones;
- 2.11 "Implementation Sign-off Date" means the date on which the Client signs off on the implementation of the Munsoft Financial System, being the date on which the Client confirms that the implementation of the Munsoft Financial System is complete;
- 2.12 "Licensed Programs" will mean all the software programs employed to deliver the Service, including but not limited to, the Munsoft Financial System and the Sub-Systems. The Licensed Programs will be provided in object code form only;
- 2.13 "Licensed Materials" will mean all manuals and other documentation, owned by or licensed to Munsoft and supplied to the Client together with the Licensed Programs;
- 2.14 "Location" will mean the Municipal Offices of the Client;
- 2.15 "Milestones" means the major implementation milestones detailed in the Project Charter;
- 2.16 "MFMA" means the Municipal Finance Management Act, 56 of 2003;
- 2.17 "Munsoft Financial System" means the municipal accounting software owned and developed by Munsoft;
- 2.18 "Munsoft Invoice Dispute Form" means the invoice dispute form template used by Munsoft to handle disputed invoices from time to time;
- 2.19 "MSCOA Regulations" mean the Municipal Regulations on Standard Chart of Accounts, Government Gazette 37577, 22 April 2014 and includes any formal communications issued by National Treasury relating to the Municipal Regulations on Standard Chart of Accounts;
- 2.20 "Prime Rate" means the prime bank overdraft rate of interest charged from time to time by ABSA bank on unsecured overdrawn current accounts of its most favoured corporate customers;
- 2.21 "Project Charter" means the document containing the scope of work and milestone descriptions of the implementation project;
- 2.22 "Project Plan" means the plan prepared by Munsoft detailing the implementation of the System;
- 2.23 "Protection of Personal Information Act" means the Protection of Personal Information Act, 4 of 2013;
- 2.24 "Payment Schedule" means the schedule of payments per Milestone;
- 2.25 "Related Parties" mean the subcontractors and agents and their respective directors, officers and employees of either Party;
- 2.26 "Sub-Systems" mean asset management, payroll and human resources, electronic meter reading system, performance management system, GIS and document management;
- 2.27 "System" will mean all Licensed Programs and Licensed Materials licensed under this Implementation Agreement.

3. Interpretation

Unless inconsistent with the context or where the contrary is expressly indicated:

- 3.1 A "person" will be interpreted as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether having separate legal personality) of two or more of the foregoing.

- 3.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in clause 2 or 3, effect will be given to it as if it were a substantive provision of this Implementation Agreement;
- 3.3 When any number of days is prescribed in this Implementation Agreement, it will be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the next Business Day;
- 3.4 If the day for payment of any amount due in terms of this Implementation Agreement should fall on a day which is not a Business Day, the relevant day for payment will be the next Business Day;
- 3.5 If the day for performance of any obligation to be performed in terms of this Implementation Agreement should fall on a day which is not a Business Day, the relevant day for performance will be the next Business Day;
- 3.6 Any reference in this Implementation Agreement to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 3.7 Any reference in this Implementation Agreement to this Implementation Agreement or any other agreement or document will be interpreted as a reference to this Implementation Agreement or such other agreement or document as same may have been, or may from time to time be, amended, varied, notated or supplemented;
- 3.8 No provision of this Implementation Agreement constitutes a stipulation for the benefit of any person who is not a party to this Implementation Agreement;
- 3.9 References to day/s, month/s or year/s will be interpreted as Gregorian calendar day/s, month/s or year/s; and
- 3.10 A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 3.11 Any one gender includes the other genders; the singular includes the plural and vice versa.
- 3.12 Where any term is defined within the context of any clause in this Implementation 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, will have the same meaning as ascribed to it for all purposes in terms of this Implementation Agreement, notwithstanding that that term has not been defined in clause 1.
- 3.13 This Implementation Agreement will be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Implementation Agreement in the first instance and reference to any Party will be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators.

4. Implementation assumptions

- 4.1 The Implementation Fees are based on the assumptions contained in this clause:
 - 4.1.1 It is assumed that the data provided by the Client for the implementation will be of good quality and usable;
 - 4.1.2 It is assumed that all critical positions at the Client relating to the System are filled;
 - 4.1.3 It is assumed that the post-implementation handholding period will commence on the Go-Live Date and endure for six weeks. Handholding will ensure the successful first billing, general ledger month-end and submission of data extracts and reporting to National Treasury.

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4.2 If these implementation assumptions prove to be wrong, Munsoft will be entitled to adjust the Implementation Fees in consultation with the Client.

5. Implementation Project

5.1 Munsoft will provide the Client with the Project Plan, Project Charter and a Payment Schedule as soon as reasonably possible after the date of signature of this Implementation Agreement. These documents form part of the Implementation Agreement and is incorporated into this Implementation Agreement by reference.

5.2 A kick-off meeting will be scheduled by the Parties as soon as reasonably possible after date of signature of this Implementation Agreement, during which the steering committee members will be confirmed and the necessary kick-off meeting resolutions will be taken.

5.3 Munsoft will request certain information from the Client as required for the implementation of the System and the Client will provide such information upon request.

5.4 Munsoft will provide the Client with reports on the progress of the implementation project at intervals agreed by the Parties.

6. Third party service providers

6.1 If the Client has negotiated or is in the process of negotiating with other service providers for the provision of certain services that fall within the scope of the System as defined herein, these service providers will have independent agreements with the Client and Munsoft will not be responsible or liable to the Client for any services delivered by these independent service providers.

6.2 The provisions in 6.1 will apply even if Munsoft performs certain administrative functions on behalf of these service providers.

7. Fees and Payment terms

7.1 Implementation Fees are payable on project Milestones as detailed in the Payment Schedule. The total Implementation Fees are reflected in Annexure A.

7.2 The monthly fees for the service schedules, as detailed in Annexure A, will commence on the dates that these services go live. For example, where the connectivity as detailed in Service Schedule C is live, Munsoft will be entitled to commence monthly billing for the connectivity as detailed in Annexure A.

7.3 All invoices are payable 30 days from date of invoice.

7.4 Munsoft reserves the right to charge interest on all invoices that remain unpaid for more than 60 days, at the Prime Rate plus 2%.

8. Disputed invoices

8.1 Should the Client dispute the correctness or validity of any invoice, the Client must complete the Munsoft Invoice Dispute Form and forward the completed form together with a copy of the disputed invoice on which the disputed items are clearly marked to Munsoft within 7 days from the date of the disputed invoice.

8.2 Should a Munsoft Invoice Dispute Form not be received from the Client within 10 days from the date of invoice, the invoice will be deemed as correct and where relevant, interest will be charged on all overdue accounts.

- 8.3 Munsoft will investigate the dispute raised by the Client and provide the Client with its findings within 3 days of the receipt of the Munsoft Invoice Dispute Form.
- 8.4 A separate Munsoft Invoice Dispute Form must be completed for each disputed invoice.

9. Bribery and Corruption

The Parties warrant that, regarding this Implementation Agreement, it and its Affiliates, as well as Related Parties:

- 9.1 will comply with all applicable anti-bribery and corruption laws and regulations; and
- 9.2 will not, directly or indirectly, offer, give or agree to give any person, or solicit, accept or agree to accept from any person gratification (including, without limitation, loans, gifts, donations, status, privilege or anything else of value) in order to act in a dishonest, biased or any other improper manner in carrying out any powers, duties or functions that amounts to the abuse of a position of authority or any other unauthorised or improper inducement of a person to do or not to do anything.

10. Client obligations

The Client must –

- 10.1 provide suitable access to Munsoft or its suppliers at the Locations to install the System;
- 10.2 provide access to the Client’s system and ICT network to enable Munsoft to install the System;
- 10.3 provide Munsoft with accurate information that may affect the implementation, such as Client policies and ICT network architecture;
- 10.4 deliver all assistance requested by Munsoft that may be necessary to enable Munsoft to resolve any issues or problems that the Client may experience with the System;
- 10.5 ensure the physical security of all Munsoft hardware installed at the Client’s premises and be obligated to replace any hardware that may be damaged or stolen on Client premises;
- 10.6 prevent any unauthorised access to the System;
- 10.7 log all support calls on Munsoft’s help desk in terms of the agreed process.

11. Intellectual property rights

- 11.1 Ownership of the intellectual property rights in the various Licensed Programs will remain vested in the proprietors of such Licensed Programs (which includes Munsoft) and no intellectual property rights to the Licensed Programs are granted or assigned to the Client.
- 11.2 The Client will not at any time, in any way, question or dispute the ownership of any proprietor (including Munsoft) of the Licensed Programs and undertakes not to infringe or prejudice any rights of the proprietors in and to the Licensed Programs.
- 11.3 The Client acknowledges that the System is not the property of the Client and that Munsoft intends that the Client will use the System only in terms of this Implementation Agreement.

12. Change order procedure

- 12.1 No changes or additions to this Implementation Agreement will be effective or binding on the Parties unless a written change order is signed by authorised representatives of both Parties.

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- 12.2 If either Party wants to propose a change to this Implementation Agreement, it may do so by delivering a change order request to the other Party.
- 12.3 If the Client delivers a change order request to Munsoft, Munsoft will issue a change note for the addition or amendment to the Implementation Agreement. The written acceptance by the Client of this change note, by signature of the designated employee on the change note, will be sufficient proof of the authorisation of the addition and/or amendment required and confirmation that all internal requirements relating to the supply chain management of the Client and any requirements of the MFMA have been met.
- 12.4 Munsoft will be entitled to accept that by the signature of the designated employee being appended on the change note providing for an addition or amendment, all internal processes of the Client have been complied with and that such signature creates a valid acceptance of the change note provided by Munsoft.

13. Confidentiality and non-disclosure

The Party receiving the Confidential Information will:

- 13.1 not disclose or communicate the Confidential Information to any person other than its employees, agents or contractors who will be directly involved in work in respect of the System and who have been made aware of the confidential nature of the Confidential Information and have agreed to act in accordance with the terms of this undertaking.
- 13.2 will seek permission from the disclosing party prior to disclosing the Confidential Information to any third party who needs to know the Confidential Information;
- 13.3 act on or use the Confidential Information only for this Implementation Agreement and will not make any copies or otherwise duplicate the Confidential Information. The receiving party will seek permission from the disclosing party prior to using the Confidential Information for any other purpose; and
- 13.4 protect the Confidential Information with the same degree of care with which it protects its own confidential information of like importance, but in any event not less than with a reasonable degree of care.
- 13.5 The above undertakings will not apply to the extent that:
 - 13.5.1 the receiving party is required by law to make disclosure of the Confidential Information. If a receiving party is required to disclose the Confidential Information pursuant to law, judicial or arbitration process, or by governmental authorities, the receiving party will advise the disclosing party thereof prior to disclosure, if possible, and will further to the extent that it is lawfully able to take such steps to limit the extent of the disclosure, afford the disclosing party a reasonable opportunity to intervene in the proceedings; and comply with the disclosing party's requests as to the manner and terms of any such disclosure;
 - 13.5.2 the Confidential Information is or becomes generally available to the public other than because of a breach of the above by the receiving party or any of its employees, agents or contractors;
 - 13.5.3 any Confidential Information is received by the receiving party from a third party who did not acquire the Confidential Information subject to any duty of confidentiality to the disclosing party;

- 13.5.4 the Confidential Information is already known to the receiving party or in its possession before the disclosure hereunder free of any obligation to keep it confidential;
 - 13.5.5 the Confidential Information is already possessed or independently developed by the receiving party; or
 - 13.5.6 the Confidential Information is approved for release by prior written authorisation from the disclosing party.
- 13.6 Each Party's Confidential Information will be and remain the property of that Party.
- 13.7 Neither Party will possess or assert any lien or other right against or to the other Party's Confidential Information, or sell, assign, lease or otherwise dispose of the other Party's Confidential Information, or any part thereof, to third parties.

14. Data privacy, collection, protection and consent

- 14.1 The Parties undertake to comply with the Protection of Personal Information Act in exercising its rights and obligations in terms of this Implementation Agreement.
- 14.2 The data provided by the Client to Munsoft remains the property of the Client and the Client retains all intellectual property rights therein.
- 14.3 The Client grants Munsoft a license to use the data to the extent necessary for the implementation of the System, which includes, but is not limited to, any regulatory reporting requirements.
- 14.4 The Client specifically consents to the use of its data to further the aims of the MSCOA Regulations, through the publishing of its data to governmental departments having the necessary authority.
- 14.5 The Client hereby consents to the transfer of all data under its control (including personal information as defined in terms of the Protection of Personal Information Act) to servers located outside of South Africa (cloud storage) and undertakes to procure that its consumers provide the necessary consent in relation to their personal information (as defined in the Protection of Personal Information Act) for the transfer of their personal information to servers located outside of South Africa.

15. Indemnity

- 15.1 The Client hereby indemnifies Munsoft for all loss and damage (including legal fees) arising from:
- 15.1.1 a breach or non-performance of this Implementation Agreement by the Client or its authorised employees;
 - 15.1.2 any failure by the Client to obtain the necessary consent required by Munsoft in terms of clause 13.2 (Confidentiality and non-disclosure); and
 - 15.1.3 any incidence of an information security breach of the System.

16. Limitation of Liability

- 16.1 Each Party's liability to the other for all claims, losses, damages or expenses from any cause whatsoever will be limited to direct damages proven, provided that in the case only of the Client's claim against Munsoft for proven direct damages, the amount that the Client is entitled to recover will not exceed the total amount of Implementation Fees paid to Munsoft by the Client.
- 16.2 In no event will either Party be liable to the other for any special, incidental, consequential, or any other indirect loss or damage (including but not limited to lost profits or revenues, loss of data). These limitations of liability will apply regardless of the form of action, whether in contract, delict,

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strict liability, or otherwise and regardless of whether either Party has been advised as to the possibility of such damages and/or losses.

17. Term and Termination

- 17.1 This Implementation Agreement will commence on the Commencement Date and will endure until 30 June 2022.
- 17.2 Should the Implementation Sign-Off Date not be reached by 30 June 2022, this Implementation Agreement will continue in full force and effect on a month-to-month basis until the Implementation Sign-Off Date.

18. Effects of termination

- 18.1 The termination of this Implementation Agreement will not affect:
 - 18.1.1 either Party's rights or remedies for the period prior to termination; or
 - 18.1.2 those rights and obligations which, in terms of the Implementation Agreement, either expressly or by implication, will survive beyond termination.
- 18.2 At the premature termination of this Implementation Agreement by the Client, the Client must delete all copies of the System from its ICT network and provide Munsoft with written confirmation that the System was removed. The Client will be responsible to make the necessary backup copies of all Client data and Munsoft will in no way be responsible to ensure that backup copies of Client data are kept.

19. Breach

- 19.1 Either Party may terminate this Implementation Agreement and/or claim specific performance and/or damages if the other Party breaches any of the terms of this Implementation Agreement and fails to remedy such breach within 30 Business Days of receipt of a written notification from the Party requesting that the breach be remedied.
- 19.2 In the event of a breach of a material provision of this Implementation Agreement in circumstances where the remedy of specific performance or damages would not adequately prevent Munsoft from being prejudiced, Munsoft may cancel this Implementation Agreement, in which case Munsoft will give the Client written notice of cancellation and the cancellation will take effect on the giving of such notice.
- 19.3 The provisions in this clause are without prejudice to any other remedies that the Party affected by the breach may have at law.

20. Force Majeure

- 20.1 Neither Party will be deemed in default of this Implementation Agreement, nor will it hold the other Party responsible for, any termination, interruption or delay in the performance of its obligations (excluding payment obligations) due to Force Majeure Events, provided that the Party relying on this clause gives prompt written notice thereof and takes all steps reasonably necessary to limit the effects of the force majeure event.
- 20.2 If a Force Majeure Event extends for more than 30 days in total from the date on which written notice was given, either Party may terminate this Implementation Agreement upon written notice.

21. Relationship between the Parties and good faith

- 21.1 Munsoft will serve as an independent contractor and under no circumstances will it be, or be deemed to be, a partner, joint venture or employee of the Client in the performance of its duties and responsibilities pursuant to the Implementation Agreement.
- 21.2 All employees engaged by Munsoft will be the Munsoft’s employees, subcontractors, or agents, and the entire management, direction, and control of all such employees will be exclusively vested with the Munsoft.
- 21.3 The Parties undertake to act in the utmost good faith in their relationship with each other and they undertake not to do anything nor refrain from doing anything which might prejudice or detract from the rights or interests of the other of them.

22. Dispute Resolution

- 22.1 In the event of a dispute between the Parties of any kind or nature relating to this Implementation Agreement, upon the written request of either Party, each of the Parties will appoint a senior representative whose task it will be to meet to resolve such dispute. Such representatives will discuss the matter in dispute and negotiate in good faith, to resolve the dispute on mutually agreeable terms.
- 22.2 No formal proceedings may be commenced until either or both designated representatives conclude in good faith, that amicable resolution through continued negotiation of the matter is not likely to occur.
- 22.3 Any dispute that might arise between the Parties that cannot be resolved by the above will be submitted to and decided by arbitration.
- 22.4 Both Parties will continue to comply with all the provisions of this Implementation Agreement with all due diligence during the determination of such dispute, should the dispute arise during the subsistence of this Implementation Agreement.

23. Arbitration

- 23.1 The Parties agree to subject themselves to resolve any disputes that could not be resolved between themselves, by means of arbitration in English through AFSA or any other mutually agreed upon institution.
- 23.2 The agreement to resolve any dispute through arbitration does not preclude any party to seek urgent interim relief from any High Court of South Africa of competent jurisdiction should such urgent relief be required.
- 23.3 The arbitration will take place in Pretoria as soon as possible, but not later than 21 days from notification to such effect, given by either Party, except for urgent interim relief which may be sought from any High Court of South Africa of competent jurisdiction.
- 23.4 AFSA, or any other institution which the Parties may agree upon, will take the nature of the dispute into account when appointing an arbitrator, who will first endeavour to resolve the dispute between the Parties by means of mediation, failing which he/she will arbitrate the matter in terms of the applicable institution’s rules.
- 23.5 For purposes of having any award made by the arbitrator, being made an order of court, each Party hereby submits itself to the jurisdiction of the High Court of South Africa.

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23.6 This clause is severable from the rest of this Implementation Agreement and will remain in effect, even if this Implementation Agreement is terminated for any reason.

24. Addresses

24.1 Each Party chooses the addresses set out on the cover page of this Implementation Agreement as its address and Domicilium to which all notices and other communications must be delivered for the purposes of this Implementation Agreement.

24.2 Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Implementation Agreement will be valid and effective only if in writing and delivered to a Party's chosen address or email address in accordance with the provisions of this clause.

24.3 Any Party may, by written notice to the other Party, change its chosen address to another address, provided that the change will become effective on the 10th Business Day after the receipt or deemed receipt of the notice by the addressee.

24.4 Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address will be deemed to have been received on the day of delivery.

24.5 Any notice by email to a Party at its email address will be deemed, unless the contrary is proved, to have been received on the first Business Day after the date of transmission.

24.6 Notwithstanding anything to the contrary contained in this clause, a written notice or communication received by a Party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address.

25. Entire Agreement

This Implementation Agreement, together with the Project Plan, Project Charter and Payment Schedule, contains the entire agreement between the Parties in relation to the subject matter hereof.

26. Variation

No amendment or variation to this Implementation Agreement will be of any force or effect unless reduced to writing on paper and signed by or on behalf of the duly authorised representatives of both Parties in pen. The provisions of the Electronic Communications and Transactions Act, 2002 (25 of 2002) are expressly excluded from this clause.

27. No waiver

The failure of either Party to insist upon the strict performance of any provision of this Implementation Agreement or to exercise any right, power or remedy in the event of a breach of this Implementation Agreement, will not be a waiver by such Party to require strict and punctual compliance with every provision of this Implementation Agreement.

28. Cession and Assignment

No Party to this Implementation Agreement may cede or delegate all or any portion of its rights, obligations nor liabilities under this Implementation Agreement without the prior consent of the

other Party, provided that a Party will be entitled to assign, cede or delegate any of its rights or obligations to an affiliate.

29. Severability

If any clause or term of this Implementation Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this Implementation Agreement will be deemed to be severable from such clause and will continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Implementation Agreement.

30. Costs

Each Party will bear its own costs relating to the negotiation and execution of this Implementation Agreement.

31. Counterpart

This Implementation Agreement may be signed in counterparts and the copies signed in counterpart will form the Implementation Agreement. This will include scanned copies of this Implementation Agreement.

32. Governing language

Any notice given or communication made in terms of this Implementation Agreement will be in English. To be clear, any communication in whatever form (written or verbal) between Munsoft and the Client must be made in English.

33. Governing Law

All the provisions of this Implementation Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa. Furthermore, the Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa regarding all matters arising from this Implementation Agreement.

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34. Signature

SIGNED at _____ (place) on _____ (date)

For and on behalf of **MUNSOFT PROPRIETARY LIMITED**

Signature _____

Name _____

Capacity _____

Who warrants that he/she is authorised to do so.

Witness _____

SIGNED at _____ (place) on _____ (date)

For and on behalf of the **CLIENT**

Signature _____

Name _____

Capacity _____

Who warrants that he/she is authorised to do so.

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Annexure A - Summary Cost Schedule

	Start Date	End Date	Implementation	
Munsoft Hardware	01-May-22	30-Jun-22	R 200,000.00	
Munsoft Implementation Fee	01-May-22	30-Jun-22	R 1,593,240.20	
Active Schedules				
Service Schedule A: Maintenance and Support Services	01-May-22	30-Jun-22	R -	R -
Service Schedule C: Munsoft Connectivity	01-May-22	30-Jun-22	R 20,000.00	R 7,500.00
Service Schedule E: Munsoft Standard Disaster Recovery Service	01-May-22	30-Jun-22	R 20,000.00	R 10,000.00
Service Schedule J: Munsoft E-Services Solution	01-May-22	30-Jun-22	R 217,000.00	Variable
Service Schedule P: HR and Payroll	01-May-22	30-Jun-22	R 150,650.00	R -
Service Schedule Q: Munsoft Academy	01-May-22	30-Jun-22	R -	R -
Service Schedule R: Munsoft Reporting	01-May-22	30-Jun-22	R -	R -
Active Schedule Fees for Period (Excluding VAT)			R 2,200,890.20	
Total Fees per category for the Municipal Financial Year (Excluding VAT)			R 2,200,890.20	
Total Fees for the Contract Period (Excluding VAT)			R 2,200,890.20	

The schedules selected by the Client are those reflecting “Active” or a that have a Rand value under applicable municipal financial year.

All fees quoted are exclusive of Value Added Tax and Travel Costs.

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