

SERVICE LEVEL AGREEMENT FOR BIOMETRIC TIME AND ATTENDANCE SOFTWARE SYSTEMS & SUPPORT

ENTERED INTO BY AND BETWEEN

EZIWORK SOLUTIONS (PTY) LTD

(Registration Number: 2019/159366/07)
(Incorporated in the Republic of South Africa)
(Hereinafter "EWS (PTY)LTD")

And

<Customer>

(Hereinafter the "CUSTOMER")

Effective Date:

This document is confidential to the CUSTOMER for the specific purpose to which it refers. It may be disclosed to Board members and professional advisors assisting the CUSTOMER in respect of the recommendations contained herein. The contents of this document should not be disclosed to any other person or organisation without the prior consent of EWS (PTY) LTD

DOCUMENT CONTROL SHEET

Document Owner:	
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Version

Version	Date	Description / Revision	Author

Approval

Approver	Title	Approval Date

Agreement Termination

Approver	Title	Termination Date

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1. Introduction

1.1 Parties to this Agreement

The Parties to this Service Level Agreement (“SLA”) are:

EZIWORK SOLUTIONS (PTY) LTD (Hereinafter “EWS (PTY) LTD”)

And

<CUSTOMER>

_____ (Hereinafter the “CUSTOMER”)

1.2 Purpose and Objective

The purpose of this Agreement is to set out and outline the:

- 1.2.1 Information and Communication Technology support services that EWS (PTY) LTD will provide to the CUSTOMER;
- 1.2.2 General levels of response, availability and maintenance associated with the support services;
- 1.2.3 Responsibilities associated with this Agreement of EWS (PTY) LTD as a service provider;
- 1.2.4 Responsibilities associated with this Agreement of the CUSTOMER as the Party receiving the support services;
- 1.2.5 Process for requesting the support service in terms of this Agreement by the CUSTOMER; and
- 1.2.6 Fees payable for the support services rendered in terms of this Agreement.

1.3 Commencement Date

This Agreement shall commence with effect from _____
or with effect from any other date agreed to in writing by the Parties, whichever occurs earliest.

1.4 Duration of this Agreement

This Agreement shall endure for an initial period of **TWO (2)** years, and may thereafter be terminated by either Party by giving the other Party 3 (three) calendar month's written notice.

If neither Party has given formal (written) notice after the end of the initial period as contemplated above, this Agreement shall automatically endure for a further 2 (two) years, on the same terms and conditions.

1.5 Definitions

In this Agreement the following words, expressions or abbreviations shall have the meaning set out opposite them:

"ICT"	means Information and Communication Technology;
"ICT Environment"	means a combination of ICT Hardware, software and infrastructure.
"Change Control Procedure"	means the procedure employed in reporting, monitoring and resolving an ICT support related problem in an efficient manner;
"Contract Termination"	refers to the termination of this SLA by either party, provided that all termination requirements are met.
"Data Protection"	refers to the protection of information with due regard to Data Protection Laws as applicable in the Republic of South Africa.

2. Scope of Work

Support services to be rendered to the CUSTOMER by EWS (PTY) LTD in terms of this Agreement will include:

2.1 Standard Services

- Hardware and software installation
- EWS equipment rental
- Hardware and software re-installation
- EWS helpdesk
- Specific EWS training services; and
- Data capture

2.2 Other Support Services

- Hardware acquisition
- Hardware repair and replacement
- Payment of ISP subscriptions
- User support for non-standard hardware and software
- Creation and maintenance of specialised Biometric software systems

- Provision and support of Geographical Information Systems (“GIS”);
- Creation and maintenance of website(s);
- Backup and restore of data not stored centrally on the CUSTOMER’s network; and
- Server management for systems not owned by EWS (PTY) LTD

EWS (PTY) LTD can be approached to negotiate individual top-up SLAs with the CUSTOMER to provide some of these services. The CUSTOMER is requested to contact support at EWS (PTY) LTD on +27(0)31 942 3435.

3. Changes to Services

Neither Party to this Agreement may effect any change of whatsoever nature to the service / scope of work outlined in this Agreement without the prior written consent and approval of the other Party.

Should the scope and parameters of work change materially after the signing of this Agreement, the Parties shall draw up and sign a new Agreement which Agreement shall cancel and revoke the terms and provisions of this Agreement.

4. Customer Delays

Delays and / or interference by employees of the CUSTOMER that may result in the inadequate rendering of the services covered under this Agreement will be quantified in a time and cost basis using the tariffs in Annexure 2 and will be for the CUSTOMER’s account.

5. Fundamental External Constraints

Constraints are those things which would prevent EWS (PTY) LTD from meeting its objective, and over which EWS (PTY) LTD has little control. These include:

- 5.1. Power outages;
- 5.2. Physical damage, including but not limited to fires, floods and contractors;
- 5.3. Products and services from vendors to which EWS (PTY) LTD is effectively tied in the short term (Vodacom Mtn, etc) notwithstanding EWS (PTY) LTD’s best efforts to manage these relationships and enter into service level agreements and contracts.
- 5.4. Unpredictable and significant changes in activity levels (e.g. Helpdesk calls, number of email messages sent, number of users for a system, etc) as agreed by EWS (PTY) LTD and the CUSTOMER.

6. Fundamental non-EWS (PTY) LTD Responsibilities

- 6.1. End-users must:
- 6.2. Report incidents or log service requests by logging calls with the Helpdesk unless another process is specifically stated for a particular service;
- 6.3. Abide by the applicable policies listed for each service;
- 6.4. Have the prerequisite software and hardware;
- 6.5. Make reasonable effort to co-operate with EWS (PTY) LTD to resolve incidents, including providing information, performing troubleshooting steps, and ensuring EWS (PTY) LTD's physical access to space.
- 6.6. Where services attract a fee, provide fund and cost centre information.

7. The Company must:

- 7.1. Appoint effective and appropriate personnel to administer the system.
- 7.2. Appoint sufficient field and office who must:

Ensure that information regarding improvements, changes to business processes, system maintenance and system problems reaches all users. This information normally comes via emails sent by EWS (PTY) LTD. as well as:

- ✓ Co-ordinate the gathering of information requested by EWS (PTY) LTD;
- ✓ Offer feedback about support services to EWS (PTY) LTD;
- ✓ Assist by assessing and identifying support needs;
- ✓ Regularly check EWS (PTY) LTD's website (www.eziworksolutions.com);

8. Tracking and Reporting.

8.1 Key Personnel Changes

Any changes made by the CUSTOMER to its IT Department's key personnel must be duly communicated to EWS (PTY) LTD.

For the purpose of this Agreement, the contact person(s) for the CUSTOMER are:

NAME

DESIGNATION

NAME

DESIGNATION

For the purpose of this Agreement, the contact person(s) for EWS (PTY) LTD are:

NAME

DESIGNATION

NAME

DESIGNATION

The person(s) referred to above for the CUSTOMER and for EWS (PTY) LTD shall be regarded as the primary and secondary contact person(s) respectively for all matters concerning services covered under this Agreement and any substitution of either person(s) by either Party shall be effected by way of written notice to the other Party.

8.2 Service and Service Levels

EWS (PTY) LTD agrees to provide Support and services to the customer during normal working hours.

8.2.1 The services included in this SLA are those approved jointly by the CUSTOMER and EWS (PTY) LTD as being core support services. These are defined as essential services that meet all or most of the following criteria:

8.2.2 They support the core business of the CUSTOMER;

8.2.3 They are used across the environment of the CUSTOMER and do not require specialised content knowledge;

8.2.4 They need to be reliable and available;

8.2.5 There is significant and potentially material risk to the CUSTOMER if the standards are not monitored, implemented and enforced;

8.2.6 For the most part, they are provided to the CUSTOMER in terms of this Agreement, with exceptions as clearly outlined below.

8.2.7 Accountability of their provision rests with EWS (PTY) LTD, while governance remains with the CUSTOMER.

8.3 Requesting Support

An employee of the CUSTOMER that requires assistance must contact the Helpdesk by calling +27(0)31 942 3435 during support hours or by sending an email to support@eziworksolutions.com. The Helpdesk will log and track every call and make information about each call readily available for the CUSTOMER in the monthly report.

If the CUSTOMER wishes to escalate calls logged with the Helpdesk, the following person(s) should be contacted in the following order:

8.3.1 Support Manager (support@eziworksolutions.com / +27(0)31 942 3435

8.3.2 Systems Development Manager (alan@eziworksolutions.com / +27(0)31 942 3435

8.4 Communication

EWS (PTY) LTD will communicate information about EWS improvements, changes to business processes, system maintenance and problems by using one or more of the following methods:

- sending an email to the CUSTOMER's emailing list or users of a specific service or system;
- phoning the Liaisons when email is unavailable;
- posting information on EWS (PTY) LTD's website (www.eziworksolutions.com)
- changing the information provided upon calling the Helpdesk; and
- Publishing articles in the EWS (PTY) LTD newsletter.

8.5 Requesting New Services

This SLA describes the services that would be provided to the CUSTOMER by EWS (PTY) LTD. The CUSTOMER and / or its various departments may request additional services. These often attract a fee, and may require the negotiation of a top-up SLA.

The CUSTOMER should contact the helpdesk to log a development request – a request for EWS (PTY) LTD to consider providing a new service or system (in other words, something not catered for at present) or to substantially re-design or development an existing service or system.

9. Compensation

9.1 Fees and Payments

The fees payable under this Agreement are calculated on an annual basis, and are payable monthly and / or annually in advance for each year.

The fees and payments shall escalate annually on the anniversary of this Agreement at the level of the prevailing CPI from time to time, or 10%, whichever is the higher.

The fees payable can either be paid by direct bank electronic transfer or by debit order.

9.2 Reimbursable Expenses

Reimbursable expenses shall include any work and / or service that is required by the CUSTOMER, that is not covered under this Agreement.

The provision of such work and / or service will be at the discretion of EWS (PTY) LTD.

EWS (PTY) LTD reserves the right to refuse to provide and / or execute work and / or service that is not covered under this Agreement, provided that EWS (PTY) LTD provides the CUSTOMER with a formal (written) notice of refusal.

Reimbursable expenses will be charged according to the tariffs appearing in **Annexure 2**.

10. Invoices

Invoices for services covered under this Agreement will be issued a month in advance every month and will be emailed to and posted to the ~~Domicilium citandi et executandi~~ chosen by the CUSTOMER and reflected in Clause 7.9 of this Agreement.

11. Payment Terms & Interest on Late Payments

Fees are payable monthly and / or annually in advance for each period applicable.

Interest compounded monthly in arrear, at the prevailing overdraft rate of EWS (PTY) LTD'S bankers from time to time, shall be levied on accounts owing by the CUSTOMER for any period longer than 60 (Sixty) days.

EWS (PTY) LTD reserves the right to suspend and / or terminate services under this Agreement in respect of non-payment and / or overdue account.

The CUSTOMER may not set off any amount(s) owing by EWS (PTY) LTD and / or EWS (PTY) LTD'S duly authorised agent(s) from any amount(s) due by the CUSTOMER to EWS (PTY) LTD and / or EWS (PTY) LTD'S authorised agent(s).

An appropriate discount may be applied in respect of fees paid annually in advance by the CUSTOMER. The discount to be applied shall be at the sole discretion of EWS (PTY) LTD.

12. Duties and Responsibilities

12.1 Processing and Authorisation of Invoices

The CUSTOMER, upon receipt of an invoice relating to services rendered by EWS (PTY) LTD in terms of this Agreement, shall set in motion all processes required under the CUSTOMER's policies and procedures for payment of the invoice within the period stipulated in Clause 5.4 of this Agreement.

All invoices and billing documents will be forwarded to the person(s) stipulated in Clause 3.1 of this Agreement for processing and authorisation.

12.2 Customer Personnel, Facilities and Resources

The CUSTOMER agrees and undertakes:

To inform EWS (PTY) LTD of any fault or damage when diagnosed.

To make the equipment and such facilities as may be necessary available to EWS (PTY) LTD personnel upon arrival at the CUSTOMER's premises.

To allow only authorised EWS (PTY) LTD personnel to carry out services and support in terms of this Agreement.

Not to move the carry out services covered in this Agreement without written notice to EWS (PTY) LTD.

To care for the equipment and house it in suitable premises and under suitable environmental conditions and to follow such instructions on these matters and in regard to operating the equipment and carrying out operator's routine maintenance on the equipment as EWS (PTY) LTD or the supplier may give from time to time.

To carry out any diagnostic and test routines on the equipment solely in the manner advised by EWS (PTY) LTD or the supplier, and upon termination of the maintenance service forthwith return to EWS (PTY) LTD all copies of programmes, manuals and other documentation comprising such routines.

To notify EWS (PTY) LTD in writing without delay of any changes in the operating conditions or environment surrounding the installation.

That at the end of the initial two year term of this Agreement or any time thereafter, if individual item(s) cannot, in EWS (PTY) LTD's opinion be adequately or economically maintained on site due to excessive wear and / or deterioration, EWS (PTY) LTD

may submit to the CUSTOMER a quotation for the refurbishment of such items. If the CUSTOMER elects not to have the items of equipment refurbished, or if refurbishment is impractical due to the age of such items or the non-availability of replacement parts, EWS (PTY) LTD may withdraw such items from this Agreement upon 30 (thirty) days prior written notice.

12.3 Training on Specialised Equipment and / or Tasks

EWS (PTY) LTD will undertake to train employees of the CUSTOMER when and where necessary and possible on the resolution of specific and general issues that may arise from time to time, issues which may or may not be covered under this Agreement. EWS (PTY) LTD will endeavour to limit this to minor issues that may not affect normal operations of the CUSTOMER.

12.4 Approvals and Information

The person(s) stipulated in Clause 3.1 of this Agreement will be responsible for:

- The approval of any amendments, alterations, changes and the enforcement of this Agreement;
- The issuance of any information that may be required by EWS (PTY) LTD for the effective delivery of services in terms of this Agreement.
- Any other form of assistance within reason that may be required for the effective delivery of services in terms of this Agreement.

12.5 Duties of EWS (PTY) LTD

EWS (PTY) LTD shall ensure that all work to be done in terms of this Agreement shall be performed and / or supervised by competent and qualified personnel.

13. Other Information

13.1 Third (3rd) Parties

The CUSTOMER may not use any 3rd Party(s) that may be active and / or provide similar related services for the duration of the agreement.

The CUSTOMER assumes full responsibility for any cost(s) that may be incurred by any 3rd Party to this Agreement, as a result of a direct or indirect, intentional or unintentional action of a 3rd Party that may result in the compromising of the services and support covered under this Agreement.

13.2 Limitations

Notwithstanding any other provision of this Agreement and irrespective of any fault or negligence, neither EWS (PTY) LTD, EWS (PTY) LTD's duly authorised agents, or any of EWS (PTY) LTD's employees, shall be liable to the CUSTOMER for any direct, indirect, incidental, consequential, reliance, special or punitive damages (including without limitation damages for harm to business, loss of sales, loss of savings, loss of profits (anticipated or actual), loss of use, downtime, injury to persons or damage to property and/or claims of third parties), regardless of the form of action whether in contract, warranty, strict liability, vicarious liability and/or in delict (including without limitation, negligence of any kind, whether active or passive) or any other legal equitable theory. In all events, the liability of EWS (PTY) LTD, EWS (PTY) LTD employees, and/or its duly authorised agents to the CUSTOMER in connection with any item of the services and/or enhancement thereto, shall not exceed the sum received by EWS (PTY) LTD and/or its duly authorised agent under this Agreement for such item of the service and/or any enhancement thereto. The CUSTOMER agrees that the provisions of this paragraph represent a reasonable allocation of the risk under this Agreement and that the willingness of EWS (PTY) LTD and/or its duly authorised agent to grant to the CUSTOMER the rights specified herein reflects the allocation of this and the limitations of liabilities specified herein.

13.3 Suspension

The CUSTOMER's entitlement to any services rendered under this Agreement may be suspended in the event of, but not limited to, a material and un-redeemable breach of the terms and conditions of this Agreement, and / or violation or infringement of any of EWS (PTY) LTD's intellectual property rights, and / or overdue and / or non-payment of applicable fees.

Should the services to the CUSTOMER covered under this Agreement be suspended for whatsoever reason, the CUSTOMER acknowledges that it will forfeit its access to any aspect of and / or the full service covered under this Agreement, but the CUSTOMER shall still be liable for the payment of fees during such suspension.

13.4 Termination

This Agreement shall be terminated by either Party on giving the other Party 3 (Three) calendar months or 90 (Ninety) calendar days' notice of such termination, and such notice shall be in writing.

Either Party shall be entitled to terminate this Agreement upon an act or omission of the other Party which is in breach of this Agreement and is not remedied, to the extent remediable, within a reasonable period after being notified of such breach in writing.

13.5 Disputes and Arbitration

Should any dispute of whatsoever nature arise between the Parties out of or pursuant to this Agreement, or should a deadlock occur, either Party shall be entitled, by written notice to the other Party, to require that the deadlock or dispute be resolved within fourteen (14) days or two weeks.

If the dispute or deadlock referred in the paragraph above is not resolved, or a compromise is not found after the fourteen (14) days, the aggrieved Party may require in a written notice to the other Party, that the deadlock or dispute be referred to an Arbitrator to be agreed upon by the Parties.

Failing agreement as to the person to be appointed within fourteen (14) days after the occurrence of any such deadlock or dispute referred to in the paragraph above, the dispute or deadlock shall be submitted to an Arbitrator to be nominated by the Chairman of the Arbitration Foundation of South Africa (AFSA). Such arbitration shall be conducted in accordance with AFSA Rules and Regulations.

Should the arbitration proceedings per paragraph above remain unresolved the matter will be referred to a South African Court with relevant jurisdiction.

13.6 Costs

In the event that EWS (PTY) LTD and / or its duly authorised agent having to enforce any of its rights in terms of this Agreement due to the CUSTOMER's breach, the CUSTOMER shall be liable for the costs incurred by EWS (PTY) LTD and / or its duly authorised agent as on the scale between attorney and own client including collection commission and tracing costs.

13.7 Vis Major (Force Majeure)

Neither Party shall have any claim of any nature whatever against the other for failure to carry out any of its obligations under this Agreement as a result of *vis major*, including but without being limited to, any strike, lock-out, shortage of labour or materials, delays in transport, accidents of any kind, riot, political and civil disobedience or disturbance, the elements, any act of any State or Government or any other authority or any other cause whatever beyond the control of the Party in question.

13.8 Severability

Each paragraph, clause and / or appendix in this Agreement is severable from the others.

If any paragraph, clause or appendix is found by any competent Court to be defective and / or unenforceable or invalid for whatsoever reason, the remaining paragraphs, clauses and appendices shall continue to be of full force and effect.

13.9 Domicilium and Notices

The Parties hereto choose *domicilia citandi et executandi* for all purposes of and in connection with this Agreement as follows:

EZIWORK SOLUTIONS (PTY) LTD:

45 RIDGE ROAD, OFF B12, 1st FLOOR,
HILLCREST, 3610

Telephone: +27(0)31 942 3435

E-mail: support@eziworksolutions.com

<CUSTOMER:

<CUSTOMER ADDRESS>

Telephone:

E-Mail:

Either Party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it shall be an address other than a box number in the Republic of South Africa, and any such change shall only be effective upon receipt of the notice in writing by the other Party of such change.

All notices, demands, communication or payments intended for either Party shall be made or given at the other Party's *domicilium* for the time being.

A notice sent by one Party to the other Party shall be deemed to be received:

on the same day, if delivered by hand;

on the same day, if sent by telefax;

on the seventh (7th) day after posting, if sent by pre-paid registered mail.

Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a Party shall be adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

1.10 Governing Law and Jurisdiction

This Agreement shall in all aspects be governed by and be construed in accordance with the Laws of the Republic of South Africa and the Parties hereby consent and submit to

the non-exclusive jurisdiction of the High Court of South Africa (Witwatersrand Local Division).

14. General

Prior Agreement:

This Agreement replaces any prior SLA that may have been in place and/or negotiated between the Parties. Where no signed Agreement was and/or is in place, this Agreement represents the understanding and agreement between the Parties.

Any prior SLA entered into between the CUSTOMER and EWS (PTY) LTD are on signature of this Agreement effectively replaced by this Agreement.

Notwithstanding the fact that this Agreement replaces any prior written and/or unwritten SLA and/or arrangement in respect of this and/or any other of EWS (PTY) LTD's services between the CUSTOMER and any entity taken over by EWS (PTY) LTD and/or whose assets, rights and obligations EWS (PTY) LTD took over, the rights and obligations of EWS (PTY) LTD and those of the CUSTOMER remain valid and unaffected.

Entire Agreement:

This document constitutes the sole record of the agreement between the parties in respect of services covered under this Agreement. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

Amendments:

No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

Waiver:

No indulgence which either of the Parties ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which might have arisen in the past or which might arise in the future.

Assignment:

EWS (PTY) LTD may cede, assign, delegate or in any other way alienate or dispose of its rights and obligations under this Agreement with or without the prior consent of the CUSTOMER. Any consent or approval required by EWS (PTY) LTD in terms of this Agreement will not be unreasonably withheld.

Binding on successors:

This Agreement shall endure to the benefit of and shall be binding upon the successors-in-title and permitted assigns of either party.

Notices:

Any notices or communication in respect of this Agreement shall be in writing and shall be deemed to have been duly given by either Party to the other on the date hand-delivered, or properly sent by registered mail or courier, or properly sent by facsimile, or successfully transmitted by e-mail.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20__

For and on behalf of:

EZIWORK SOLUTIONS (PTY) LTD

SIGN: _____

NAME: _____

Who warrants his/her authority hereto

CAPACITY: _____

AUTHORITY: _____

AS WITNESSES:

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20__

For and on behalf of:

<CUSTOMER>

SIGN: _____

NAME: _____

Who warrants his/her authority hereto

CAPACITY: _____

AUTHORITY: _____

AS WITNESSES:
