

ADDENDUM TO SERVICE LEVEL AGREEMENT



on the Go for Growth

WATERBERG DISTRICT MUNICIPALITY

Entered into by:
The Waterberg District Municipality
(Herein referred to as the Client')

Herein represented by **SAM MABOTJA** in his capacity as the Municipal
Manager duly authorized hereto

And

ITEC IMPACT
(**REG NO:2010/021086/07**
(Herein referred to as the Service Provider)

Herein represented by Johannes Petrus Barnard in his capacity as the
Managing Director duly authorized hereto

T.S.
MS

IN RESPECT OF WDM/2013/-13/14-01

In respect of the Operating Lease of Photocopy Machines

Preamble

1. Whereas the : the service level agreement between the Waterberg District Municipality and Palesa Technologies(Pty) Ltd expires on or about the 13 November 2016.
2. Whereas the: Palesa Technologies (Pty) Ltd Reg NO:2004/005682/07 ceded its right in terms of the said service Level Agreement to ITEC IMPACT bearing the Registration numbers to wit NO:2010/021086/07 .
3. Whereas : Waterberg District Municipality expressed its intention to accept the cession agreement between the parties on the same terms and condition as contained in the Service Level Agreement between Waterberg District Municipality and Palesa Tech (Pty) Ltd dated the 13 November 2013 .
4. Wherefore : Waterberg District Municipality expressed its intentions to extend the service Level agreement entered into by and between the parties on or about the 13 November 2013 on Month to Month bases .
5. ITEC IMPACT : then expressed its intention to accept the presented offer by Waterberg District Municipality .
6. And whereas the Waterberg District Municipality: expressed its intentions not to object the amendments and granted a leave to extend the project duration .
7. Both parties further agree that this Addendum does not replace the existing Service Level Agreement signed on the 13th November 2013 .
8. Therefore parties agreed to amend the following terms and conditions of the Service Level Agreement incorporated in the below listed clauses to read as follows :

8.1 Clause 2: Interpretations

- (a). 2.2.2. "**Client**" mean Waterberg District Municipality
- (b). 2.2.3. "**Commencement Date**" mean 1st August 2016

T.S
MS



8.2 Clause 3 : Appointment and Duration.

(a). 3.3 Duration of the Service Level agreement means one month.

8.3. Clause 5: Share Holders

(a) Means the Directors of ITEC IMPACT

8.4. Clause 13: Obligation of the Service Provider

(a). 12.3 the coordinator/Project Manager for the Service Provider mean Mr Burt Anthony Porteous (ID NO: 55030 65814 087) in his Capacity as the Project Manager for Itec Impact .

8.5. Clause 14: Obligation of the Client .

(a) . The Project Manager and key point of contact and liason person Tebogo Stanley Manaka in his capacity as the Protect Manager Divisional Manager Legal and Administration .

8.6. Clause 26 : Penalty

(a). The expiry date means 31st August 2016.

1.It is therefore agreed as follows:

The heading of the paragraph in this addendum are for the purpose of reference only and shall not be used in the interpretation of this agreement .In this agreement ,unless a contrary intention clearly appears :

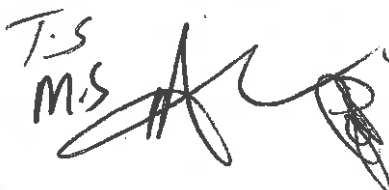
1.1 the singular includes the plural and vice versa :

1.2 the following terms shall have the meaning assigned to them hereunder and cognate expression shall have corresponding meanings, namely :

1.2.1 "**business day**" means any working day, excluding Saturdays, Sunday and Public Holiday .

1.2.2. **Client** ,means the Waterberg District Municipality ,

T.S
M.S



1.2.3. **Commencement Date** means the date on which the parties commenced with the performance of their obligations, namely date of last signature of service level agreement .

1.2.4. **Contract Price** means the total amount of fees that will be charged by the Service Provider ,including disbursements and VAT ,for the performance of the service in terms of the service Level Agreement entered into by the parties on the 13 November 2013 .

1.2.5. **"Key Results"** means an indicator or yardstick in terms of which the services the Service Provider's successful performance of its obligations may be gauged .

1.2.6. **"Methodology"** mean the profession expertise and the system of method required by the Service Provider to perform the obligation set out in terms of this agreement .

1.2.7. **Prime rate**, mean the variable interest rate as charged and calculated by the Services Provider 's banker from time to time .

1.2.8. **Project**, means the services to be performed by the Service Provider in terms of the Tender and the corresponding obligations to be fulfilled by the client .

1.2.9. **Service Provider** , means ITECT IMPACT (PTY) LTD company registered in terms of the Companies Act of South Africa as amended , baring Registration Numbers :2010/021086/07

1.2.10. **Remuneration Schedule**, means the details of remuneration submitted by Palesa Technologies (Pty)Ltd enclosed in clause 8 in page 6-8 Price Clause of the Service Level Agreement dated 13 November 2016.

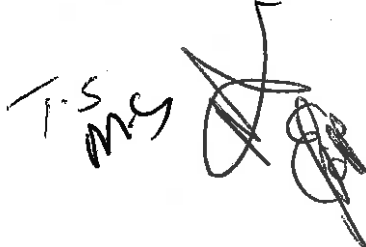
1.2.11. **Services** ,refer to the Operating Lease of Photocopying Machine as per the scope of work incorporated in clause 7 of the Service Level Agreement dated the 13 November 2013 .

1.2.12. **"Tender"** means Tender No: **WDM/2013/-13/14-01(Vote 03/15124)**, as advertised by the client being in respect of the provision of operating lease of photocopying services for the Waterberg District Municipality .

3. COMMENCEMENT DATE :

The agreement will commence from the 1st August 2016

T.S
M.S



3. EXPIRY DATE:

3.1. The new expiry date by the Service Provider will be 31st August 2016 .

4. REMUNERATION :

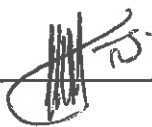
4.1 The client hereby agrees to remunerate the Service Provider Strictly in accordance with the Price Schedule incorporated in the Service Level Agreement (Clause 8 ,page 6-9 of the SLA)

Warrant of Authority

The persons signing this agreement on behalf of the parties warrant their authority to do so.

Signed at **Modimolle** on this 1st day August of 2016

AS WITNESSES:


1.  _____

For and on behalf of the Client

2. _____

 _____

Mr MS Mabotja.
WDM Municipal Manager

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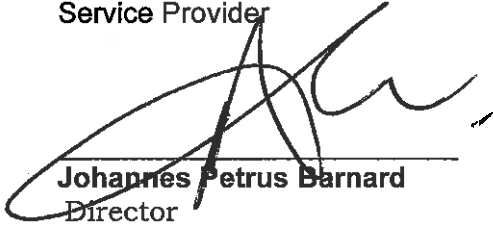
Signed at **Modimolle** this 1st day August of 2016

AS WITNESSES:


1. 

For and on behalf of the
Service Provider

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Johannes Petrus Barnard
Director
Itec Impact (Pty) Ltd

T.S.
M.S. 

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8.6. Clause 26 : Penalty

(a). The expiry date means 30 July 2016.

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T.S.
M-J [Handwritten signatures]

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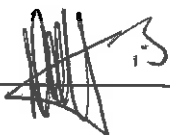
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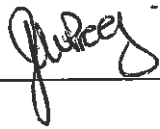
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Mr MS Mabotja.
WDM Municipal Manager



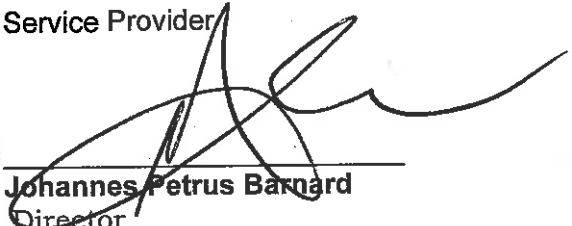
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Johannes Petrus Barnard
Director
Itec Impact (Pty) Ltd

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