

SERVICE LEVEL AGREEMENT

Entered into by and between:

Name	
Identity/Registration Number	
Business	
VAT Number	
Address	
Email	
Phone Number	
Represented By	
Accounts Department Contact Details	
Services Required	<p>Maintenance and support services which include: network infrastructure eg. Wifi, switches, etc, unlimited onsite support, unlimited remote support, preventative maintenance, routine maintenance check on cameras to ensure uptime, and cctv infrastructure.</p> <p>Maintenance and support excludes: computers and servers, any upgrades or replacement of equipment, labour / repairs to lightning / power spikes, malicious damage, pabx infrastructure, copiers including setting up scanning, third party software support, and call outs to other locations apart from the main office.</p>
Monthly Costs	including VAT
Payment Date	
Commencement Date	

Hereinafter referred to as the "Customer"

And

MOJO ICT (PTY) LTD

Registration Number: 2020 / 053669 / 07

A juristic entity duly registered under the laws of South Africa, having its chosen *domicilium citandi et executandi* at: 3 MICHAEL RD VALHALLA, PRETORIA, GAUTENG

Electronic Mail: jk@mojoict.co.za

(Herein duly represented by Jaco Kruger)

Hereinafter referred to as "MOJO ICT"

The Customer and MOJO ICT are hereinafter collectively referred to as the "Parties" and singularly as the "Party"

THE PARTIES AGREE AS FOLLOWS:

1 Interpretation

- 1.1 In this Agreement, unless the context clearly indicates a contrary intention –
- 1.1.1 when any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last, unless the last day is not a Business Day, in which case, the last day shall be the first Business Day thereafter;
- 1.1.2 where the day on or by which anything is to be done, is not a Business Day, it shall be done on or by the first Business Day thereafter;
- 1.1.3 a reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time;
- 1.2 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which, of necessity, must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide therefore.
- 1.3 The terms of this Agreement, having been negotiated, shall not be interpreted against the Party who procured its preparation and drafting, it being specifically agreed that the *contra proferentem* (an ambiguous term counts against the party who procured the drafting of the Agreement) rule shall not apply.
- 1.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 1.5 In this Agreement, unless the context clearly indicates a contrary intention, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
- 1.5.1 “Business Day” – means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.5.2 “Intellectual Property” – means copyrights, patents, know-how, confidential information, trademarks, service marks, design rights and all other intellectual property rights, whether registered or not and in whatever form embodied, including all documentation and material describing or embodying same;
- 1.5.3 “New Services” – means those new services to be provided by MOJO ICT to the Customer which constitute additional/new services and which will form part of this Agreement as an addition to clause 3.1 once accepted in terms of this Agreement.;
- 1.5.4 “Normal Tariff” – means an hourly amount/tariff of R 1500.00;
- 1.5.5 “POPIA” – means Protection of Personal Information Act 4 of 2013;
- 1.5.6 “Request for Change” – means a report to be compiled by MOJO ICT in the event that the Customer requires or proposes a change in either the Specifications or any of the detail contained in the Services or New Services. The minimum details to be included in the Request for Change includes:
- 1.5.6.1 a description of the changes/amendments required or proposed;
- 1.5.6.2 the cost implications associated with the changes/amendments required or proposed;
- 1.5.6.3 the impact the required or proposed changes/amendments will have on the timing, scope and extent of the Services or New Services;
- 1.5.6.4 the impact the required or proposed changes/amendments will have on the Services or New Services;
- 1.5.6.5 any other considerations of relevance to the required or proposed changes/amendments;
- 1.5.7 “Remuneration” – means the amount/s due and owing by the Customer to MOJO ICT for performance and delivery of the Services and/or New Services, as more specifically set out in clause 3.1, clause 7, a Quotation and/or an invoice;
- 1.5.8 “Services” – means the services to be delivered and performed by MOJO ICT, and more specifically the services detailed in clause 3.1 hereto. Should any New Services be accepted in terms of this Agreement, same will be included in clause 3.1 to this Agreement and form part of the Services;
- 1.5.9 “Signature Date” – means the date of signature of the last signing Party.

2 Commencement and Duration

- 2.1 This Agreement shall commence on the commencement date as detailed on the front page.
- 2.2 This Agreement may be terminated by either party giving 1 calendar month's notice to the other Party alternatively until both parties have completed their obligations in terms of this Agreement.

3 Appointment

- 3.1 The Customer herewith appoints MOJO ICT to deliver and perform the Services as detailed in the front page hereof.
- 3.2 MOJO ICT herewith accepts such appointment, on and subject to the terms and conditions contained in this Agreement.
- 3.3 If New Services are needed to be provided by MOJO ICT, MOJO ICT will provide such services in the manner provided for in clause 4 below.
- 3.4 Any New Services will be included in clause 3.1 once accepted in terms of this Agreement.

4 New Services

- 4.1 It is noted and agreed that, during the entire term of this Agreement, the Customer may request MOJO ICT to deliver New Services, or alternatively New Services may become required to ensure proper functionality, use

and/or implementation of other Services.

- 4.2 In the event that the Customer requests MOJO ICT to perform New Services or same becomes required to ensure the proper functionality, use and/or implementation of other Services:

- 4.2.1 The Customer shall deliver a detailed scope of its requirements in this regard.

- 4.2.2 MOJO ICT may decline to perform the New Services or MOJO ICT shall develop a proposal regarding the New Service and, along with a quotation for the price of such New Service, deliver the proposal to the Customer.

- 4.2.3 The Customer may, at its discretion, decide whether or not to accept the quotation and proposal of MOJO ICT.

- 4.2.4 MOJO ICT shall not begin performing/developing any New Services until the scope thereof, and the fees therefore, have been approved by the Parties.

- 4.2.5 If the Customer elects to have MOJO ICT perform New Services:

- 4.2.5.1 The Parties shall formally agree and sign off on the specifications of the New Service (including solution requirement, technical specifications, phasing, timing, scope, technical issues etc.); and

- 4.2.5.2 Same (including each portion/phase thereof and the wholly completed product) shall be included as an additional clause to this Agreement; and

- 4.2.5.3 The agreed specifications shall be subject to the same change management procedures as referenced in clause 5, in the same fashion as the Services is/was.

5 Change Management

- 5.1 In the event that the Customer requires or proposes a change with regard to the Specifications and/or any detail contained in the Services a detailed notice to this effect will be delivered to the CEO/Founder of MOJO ICT, MOJO ICT shall deliver a Request for Change regarding such proposed or required change within 15 (fifteen) Business Days of the change being required or proposed.

- 5.2 MOJO ICT shall charge its Normal Tariff for compiling the Request for Change. Mushin confirms that it will not charge more than 3 (three) hours work for compiling the Request for Change.

- 5.3 The Customer must respond to such Request for Change within 30 (thirty) days of its delivery failing which the Request for Change may, at MOJO ICT's discretion, lapse and MOJO ICT will prepare a new Request for Change if it deems necessary.

- 5.4 Upon the Customer having perused and considered the Request for Change the Parties shall in good faith consider and negotiate the change/s proposed or required. It is however noted and agreed that the change/s required or proposed will only be implemented and effected once both Parties have delivered their written acceptance of, and consent to, such change/s.

- 5.5 MOJO ICT shall be entitled to amend the Services for any reason by giving 5 (five) Business Days' notice.

- 5.6 MOJO ICT shall have the right to change the date of the delivery of any Services provided that a 5 (five) day written notice is sent to the Customer.

- 5.7 When a delivery day is delayed by the Customer, MOJO ICT shall provide a Request for Change in respect of the possible delay. The Customer shall bear the cost of the delay.

6 Quotations

- 6.1 MOJO ICT will provide the Customer with a Quotation to perform the Services and New Services.

- 6.2 Should MOJO ICT become aware or identify additional work, MOJO ICT will provide the Customer with an additional Quotation for such scope of work to be completed. This Quotation will have to be agreed upon and accepted by the Customer and be paid in full before MOJO ICT shall start completing the scope of work unless indicated otherwise.

- 6.3 Any Quotation given is not an offer by MOJO ICT to provide the Services but constitutes an invitation by MOJO ICT to the Customer to do business with MOJO ICT, and shall only be valid for the period stated therein.

- 6.4 A Quotation may be revoked at any time by MOJO ICT.

- 6.5 The Quotation is based on rates of exchange, time, insurance, costs and availability and other charges ruling at the date of the quotation. Any variations occurring subsequent to the date of the Quotation in any of the aforesaid rates or charges, as the case may be, shall entitle MOJO ICT to vary the amount of the Quotation accordingly.

- 6.6 Once a Quotation is Accepted it will become part of clause 3.1 of this Agreement together with its relevant Service / New Service.

7 Remuneration and Payment

- 7.1 The timing for payment of the Remuneration by the Customer is the date specified on the front page of each month, starting from the commencement date of this contract. Should the date fall on a weekend or Public Holiday, payment of the Remuneration shall be made by the Customer on the nearest business day before the day.

- 7.2 The Customer will make payment of the Remuneration, into the bank account as detailed in the quotation and/or invoice.

- 7.3 MOJO ICT reserves the right to stop the performance of Services and New Services should any amount not be paid on or before payment is due by the Customer or should the Customer be in breach of this Agreement. Should MOJO ICT have agreed to a specific period in which Services and/or New Services shall be provided, such period shall be extended for the same period the payment of the invoice was outstanding or the Customer was in

- breach.
- 7.4 Should MOJO ICT perform any services which are not detailed on the Services and/or New Services MOJO ICT shall be entitled to charge an amount equal to the Normal Tariff for the work performed.
- 7.5 The fees charged are based on rates of exchange, time, insurance, costs and availability and other charges ruling at the date of the Services being provided. Any variations occurring subsequent to the date of the Quotation and or invoices in any of the aforesaid rates or charges, as the case may be, shall entitle MOJO ICT to vary the amount of the Quotation or further fees accordingly.1 (one) months' written notice will be provided before any change is implemented.
- 8 Billing Disputes**
- 8.1 If the Customer wishes to dispute, in good faith, any charge appearing on any invoice, it shall notify MOJO ICT in writing of such dispute within 5 (five) Business Days of receiving the invoice. Any such notification shall refer to the specific invoice under dispute and the grounds for the dispute.
- 8.2 After noting a dispute in connection with any particular invoice, the Customer shall be entitled to withhold payment in respect of the disputed amount only.
- 8.3 The Parties shall attempt, in good faith, to resolve all billing disputes arising between them within 10 (ten) Business Days after the Customer has delivered a dispute notice to MOJO ICT. The outcome shall be recorded in writing and the Customer shall have a maximum of 7 (seven) days from the date of resolution of the dispute within which to make payment of the amount determined to be due and owing, should the Parties resolve that payment, or part thereof, should be made to MOJO ICT.
- 8.4 Should the dispute be incapable of resolution in terms of this clause, the dispute will be referred to an independent auditor acting as an expert, appointed by the Parties jointly, who will make a final and binding determination. Cost of the independent auditor will be shared equally.
- 9 Protection Of Personal Information (POPIA)**
- 9.1 The Parties shall comply with the security and information protection obligations equivalent to those imposed on them in terms of POPIA and other applicable data protection legislation, and failing such legislation, they shall take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Personal Information in its possession and to protect such Personal Information against unauthorised or unlawful disclosure, access or processing, accidental loss, destruction or damages.
- 9.2 MOJO ICT warrants and represents to the Customer that it will process any Personal Information obtained from the Customer in compliance with POPIA and only to conduct the Services and ensure that all appropriate security safeguards against the unauthorised or unlawful processing of Personal Information obtained from the Customer and against the accidental loss or destruction of, or damage to, such Personal Information are in place.
- 10 Non-Solicitation**
- The Parties undertake that they will not, for the duration of this Agreement and for a period of 12 (twelve) months thereafter, and without the prior written consent of the other Party, solicit, interfere with, entice or endeavour to entice away from the other Party
- 10.1 any of its employees and contractors who were directly involved in providing any services, expertise or products under this Agreement; and
- 10.2 any client of the other party which was introduced to the other party while the Services were conducted in terms of this Agreement.
- 11 Independence**
- 11.1 The Parties are wholly independent and separate from the other Party and shall in all circumstances identify itself as such. This independence shall be communicated to any and all third parties.
- 11.2 The Parties shall have no right or authority to, and shall never, accept any payments, albeit in the form of cash, cheques or otherwise, on behalf of the other Party.
- 11.3 The Parties have no authority to bind the other Party in any form or manner, albeit by way of contract or otherwise, or to make representations as to the policies and procedures of the Customer in any form or manner.
- 11.4 The Parties acknowledge and agree that the relationship arising from this Agreement does not constitute or create an agency, joint venture, partnership, employee relationship or franchise between them and that MOJO ICT is an independent contractor with respect to the Services and/or New Services provided and delivered by it under this Agreement.
- 12 Limitation of Liability**
- 12.1 The Parties will in no form or manner and not for any reason whatsoever, be liable and/or held accountable for any losses, claims, damages, costs, expenses and/or any other negative result suffered by the other Party, or anyone else, unless same is caused as a result of the Party's wilfully malicious or grossly negligent acts and/or neglects.
- 12.2 A Party will in no form or manner and not for any reason whatsoever, be liable and/or held accountable for any losses, claims, damages, costs, expenses and/or any other negative result suffered by the other Party, or anyone else, as a result of acts and/or neglects of the Party's employees, contractors and/or agents.
- 12.3 Any timing provided by MOJO ICT for performing the Services and/or New Services is/are only an estimate. MOJO ICT reserves the right to amend the

timing in which it will perform the Services and/or New Services by written notice to the Customer from time to time.

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Force Majeure

If either Party is prevented from carrying out any of its obligations under the Agreement, by any cause beyond its reasonable control ("Force Majeure") which shall include, but not be limited to, Acts of God or state, pandemics, riots, strikes, lock-outs, war or enemy action, fire, explosion, floods and civil commotion, then such Party undertakes to do all things reasonable in the circumstances, in co-operation with the other Party, to carry out its obligations as nearly as possible in conformity with all the terms and conditions of the Agreement, and to take steps appropriate in the circumstances to minimise the losses which may be incurred by both Parties; provided always that written notice shall be given, within 5 (five) Business Days of the commencement of the Force Majeure event, alternatively where the party became aware, or should have become aware of the relevant event, or circumstance of any such inability to perform by the affected Party. The Party invoking the provisions of this clause shall upon termination of the Force Majeure event giving rise thereto, forthwith give written notice thereof to the other Party.

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Cyber Security Measures

The customer agrees to take appropriate measures to ensure cyber security in relation to the services provided by MOJO ICT. These measures shall include, but are not limited to, the following:

14.1

The customer undertakes to have and maintain all cyber security measures at an industry standard level. This includes implementing technical, administrative, and physical safeguards to protect against unauthorized access, use, disclosure, alteration, or destruction of data or systems.

14.2

The customer shall conduct regular risk assessments to identify potential vulnerabilities and threats to their information systems. These assessments shall be performed by qualified personnel or reputable third-party experts, and any identified risks shall be promptly addressed.

14.3

The customer shall implement and maintain appropriate security controls to mitigate identified risks. These controls may include, but are not limited to, firewalls, intrusion detection systems, encryption, access controls, secure configurations, and regular software updates.

14.4

The customer shall ensure that their employees are aware of cyber security risks and receive adequate training to understand and follow best practices for data protection. This may include providing guidance on password management, phishing awareness, and safe browsing habits.

14.5

The customer shall establish and maintain an incident response plan to address any potential cyber security incidents promptly. They shall promptly report any actual or suspected breaches or unauthorized access to MOJO ICT and cooperate fully in any investigation or remediation efforts.

14.6

The customer shall comply with all applicable laws, regulations, and industry standards related to cyber security and data protection. This includes, but is not limited to, applicable data protection laws, privacy regulations, and any specific requirements related to the industry in which the customer operates.

14.7

If the customer engages third-party vendors or service providers who have access to the systems or data involved in the services provided by MOJO ICT, the customer shall ensure that these vendors or service providers also maintain appropriate cyber security measures and adhere to industry standards.

14.8

MOJO ICT reserves the right to conduct periodic audits or assessments to verify the customer's compliance with the cyber security measures outlined in this agreement. The customer shall provide reasonable assistance and access to relevant information during such audits or assessments.

14.9

In the event of a data breach or any unauthorized access that affects MOJO ICT's systems or data, the customer agrees to notify MOJO ICT promptly and provide all necessary information to assist with the investigation, mitigation, and remediation of the breach.

14.10

Notwithstanding anything to the contrary in this agreement, the customer shall indemnify and hold MOJO ICT harmless from any claims, losses, damages, liabilities, costs, or expenses arising out of the customer's failure to comply with the cyber security measures specified in this agreement.

14.11

Comply with all instructions and notices provided by MOJO ICT relating to cyber security and related security.

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Breach

In the event of either Party failing to comply with any of the terms and conditions of this Agreement, the aggrieved Party shall be entitled to give the defaulting Party 20 (twenty) business days' notice calling on it to remedy such breach and should the defaulting Party fail to do so, the aggrieved Party shall be entitled to institute action against the defaulting Party to compel it to fulfil its obligations in terms of this Agreement. Alternatively, the aggrieved Party shall be entitled, without further notice, to cancel this Agreement and claim damages from the defaulting Party for breach of contract.

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Obligations

The Customer will –

16.1

Provide data and information in a timely manner in order for MOJO ICT to carry out the Services and New Services specified within this Agreement;

16.2

Furnish such reasonable information requested by MOJO ICT that is reasonably necessary for MOJO ICT to fulfil its responsibilities and

	obligations under this Agreement.				assigns, from any cause whatsoever.
16.3	Within 24 (twenty-four) hours report any problems experienced with the Services, New Service, or any portion/part thereof to MOJO ICT.	21.2			The Parties choose domicilium citandi et executandi for all purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, as set out on the face hereof.
16.4	Furthermore, acknowledging that, such delays from the Customer may result in the inability to achieve the Service and/or New Services specified within this Agreement, and shall not hold MOJO ICT liable should the case arise. MOJO ICT will –	21.3			Each of the Parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other physical address and / or its facsimile number.
16.5	Deliver and perform the Services and New Services with due skill and proper care, maintaining the highest professional standard at all times;	21.4			This is the whole agreement between the Parties, who/which acknowledge that they have not been induced to enter into this Agreement by any representations or warranties, other than those set out or contained herein. No representations or warranties shall be of any force or effect unless reduced to writing and contained herein.
16.6	While delivering and performing the Services and New Services maintain professional standards of conduct in relation to all persons with whom it has contact;	21.5			No alteration, amendment, variation or consensual termination of this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties hereto.
16.7	Be solely responsible for the administration of its own business affairs.	21.6			Neither Party shall publish to any third Party the fact of or any information concerning the conclusion of this Agreement without the consent of the other, which consent shall not be unreasonably withheld.
17	Warranty and Acknowledgement	21.7			The proper law of this Agreement is the law of the Republic of South Africa, and accordingly any dispute about this Agreement, including any dispute about its validity, existence, interpretation, rectification, breach or termination or any dispute about any matter arising out of this Agreement, its avoidance, interpretation, rectification, breach or termination shall be determined according to the laws of the Republic of South Africa.
17.1	MOJO ICT warrants that it has the ability, skill, capacity, resources and experience to deliver and perform the Services, and to perform all related functions, in strict accordance with the terms and conditions of this Agreement, and	21.8			The Parties agree that they enter into this Agreement on the basis of trust and record that they will observe good faith in contracting and dealing with each other and implementing the provisions hereof. This implies, inter alia, that:
17.2	The Parties acknowledge and agree that the terms and conditions contained in this Agreement shall supersede and override any and all of the terms and conditions of supply/service implemented by MOJO ICT prior to this Agreement.	21.8.1			the Parties will at all times during the currency of the Agreement act reasonably and in good faith; and
18	Intellectual Property	21.8.2			the Parties will perform their obligations arising from this Agreement diligently and with reasonable care.
18.1	The ownership of rights in, and pertaining to, Intellectual Property, any invention, discovery or improvement which includes, but is not limited to, ideas, concepts, know-how, software or techniques, developed pursuant to, or implemented during the course of the Agreement shall, notwithstanding which of the Parties develops or implements same, to perform the Services vest in the MOJO ICT.	21.9			No waiver of any of the terms and conditions of this Agreement will be binding for any purpose unless expressed in writing and signed by the Party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
18.2	The ownership of rights in, and pertaining to, Intellectual Property, created in terms of the Services, vest in the Customer.	21.10			If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
18.3	The Parties shall deliver all reasonable assistance to the other Party, should the Party so require, in order for the Party to formally register its ownership in, to and of any and all of the Intellectual Property belonging to such Party.	21.11			Survival of Rights, Duties and Obligations
18.4	Each Party shall retain all right, title and interest in and to any Intellectual Property that it owned prior to the Signature Date.				Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to such termination.
18.5	The Parties agree not to use any trademarks, patents, or other intellectual property of the other party without consent.	21.12			This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all of which shall constitute one and the same instrument.
19	Sub-Contractors	21.13			Each Party shall pay their own costs relating to the preparation, negotiation, drafting and re-drafting of this Agreement, as well as all attendances incidental thereto.
	MOJO ICT may appoint sub-contractors and/or additional contractors, employees and/or agents to perform Services, New Services and supply equipment and material, without the written consent of the Customer.				
20	Cession and Assignment				
	Neither Party may cede, assign, pledge and/or transfer the whole, or any part, of this Agreement or the whole, or any part, of its rights and obligations in terms of this Agreement, without the prior written consent of the other Party first being obtained.				
21	Miscellaneous				
21.1	The person signing on behalf of the Customer bind himself/herself as surety and co-principal debtor for the due, actual and punctual performance of the Customer in favour of MOJO ICT or its heirs, executors, administrators and				

SIGNED at _____ on the _____ day of _____ 20____

FOR AND ON BEHALF OF THE CUSTOMER:

Name

AS WITNESSES:

1. _____

2. _____

SIGNED at _____ on the _____ day of _____ 20____

FOR AND ON BEHALF OF:

MOJO ICT

AS WITNESSES:

1. _____

2. _____