AGREEMENT NUMBER 00083

FMS LICENCE AGREEMENT

TOPERAND (HEAD OFFICE)

Entered by and between -

SEBATA MUNICIPAL SOLUTIONS (PROPRIETARY) LIMITED

(Registration number 1994/000005/07)
(Incorporated in the Republic of South Africa)
(Hereinafter SEBATA)

and

MANTSOPA MUNICIPALITY

(Hereinafter the CUSTOMER)

Marchaele.

INDEX

1.	PARTIES		4
2.	RECORDAL		4
3.	INTERPRETATION		5
4.	DEFINITIONS	SOPA LCC	6
5.	SUBJECT MATTER	* 2007 - 14 2 5	7
6.	EFFECTIVE DATE	(★(2007 -114 2 5) *	8
7.	DURATION	(* (2007 -04 ⋅ 2.5)*)	8
8.	TERMINATION	LAON VS TOE	8
9.	RELATIONSHIP BETWEEN THE PARTIES	HOPERAND (HEAD OFFICE)	8
10.	PAYMENT		9
11.	CONFIDENTIALITY AND NON-DISCLOSURE		9
12	GRANT OF LICENCE		11
13.	NOT FOR RESALE		11
14.	COMPOSITION		12
15.	INSTALLATION OF SYSTEM		13
16.	LIMITATIONS	(4)	13
17.	SYSTEM SUPPORT AND UPGRADES		14
18.	SECURITY AND LOSS		14
19.	DIRECT CONNECTION TO CUSTOMER		14
20.	NORMAL SERVICES		15
21.	CUSTOMER SERVICES AND SUPPORT		16
22.	SPECIAL SERVICES		16
23.	SYSTEM REFINEMENT		16
24.	USER GROUP		17
25.	TRAINING OF CUSTOMER PERSONNEL		17
26.	EXCLUSIONS		18
27.	CO-OPERATION AND GOOD FAITH		18
28.	DISPUTES		19
29.	WARRANTY		19
30.	VIS MAJOR (FORCE MAJEURE)		19

AGREEMENT NUMBER 00083

Page 2

Moder of Line

Page

31.	SEVERABILITY	20
32.	DOMICILIUM AND NOTICES	20
33.	GOVERNING LAW AND JURISDICTION	21
34.	GENERAL	21

APPENDICES:

APPENDIX 1:

TARIFFS

APPENDIX 2:

DEBIT ORDER AUTHORITY



AGREEMENT NUMBER 00083

Page 3



1. PARTIES

1.1

- The Parties to this Agreement are:
 - 1.1.1 SEBATA MUNICIPAL SOLUTIONS (PROPRIETARY) LIMITED, registration number 1994/000005/07, a private limited liability company incorporated in the Republic of South Africa (hereinafter referred to as SEBATA).
 - 1.1.1 MANTSOPA MUNICIPALITY, a Local Government Institution established in accordance with the laws of the Republic of South Africa (hereinafter referred to as CUSTOMER).

RECORDAL

- 2.1 SEBATA conducts the business of, inter alia, developing, supporting, marketing and selling certain software products, including the software that forms part of the subject matter of this Agreement.
- 2.2 SEBATA is responsible for the installation, implementation, training, refinement, upgrade and on-going support of the software.
- 2.3 SEBATA has the necessary infrastructure and resources to enable it to support the software and related hardware.
- 2.4 The CUSTOMER has, under licence from SEBATA, purchased the rights to use the software forming part of the subject matter of this Agreement.
- 2.7 The Parties have thus resolved to record their requirements, negotiations, business transaction and agreement, and ancillary matters thereto, in writing.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

AGREEMENT NUMBER 00083

Page 4

Alle of the control o

3. INTERPRETATION

- 3.1 The head-notes to this Agreement are for reference purposes only and shall not govern the interpretation of any of the provisions of this Agreement.
- 3.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only a definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 3.3 In this Agreement, unless the contrary intention appears from the context:
 - 3.3.1 words signifying one gender shall mean and include all genders;
 - 3.3.2 words signifying the singular shall mean and include the plural and vice versa;
 - 3.3.3 reference to natural persons shall mean and include reference to juristic persons and vice versa;
 - 3.3.4 reference to a period of day shall mean ordinary days in the Republic of South Africa, reckoned exclusively from the first and inclusively of the last day of any specified period; provided that if the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, it will be deemed as the next business day;
 - 3.3.5 reference to the time of day shall mean the time of day within the Republic of South Africa.
- 3.4 Any reference to any statute shall be a reference to that statute as at the date of signature, and as amended or re-enacted from time to time.
- 3.5 For the purpose of interpretation, this Agreement shall be deemed to have been drafted on behalf of each party hereto.

AGREEMENT 00083

Page 5

Milled .

4. DEFINITIONS

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

"this Agreement"

shall mean this Agreement and all appendices hereto.

"CUSTOMER"

shall mean MANTSOPA MUNICIPALITY

"Designated Services"

shall mean the services that fall within the scope of this

Agreement.

"Designated Software"

shall mean SEBATA FMS.

"FMS"

stands for Financial Management System.

"ICT"

stands for Information Communications Technology.

"Intellectual Property

Rights"

shall mean all current and future intellectual property rights of whatever nature in relation to or attaching to the Designated Software, including, but not limited to, all vested, contingent and future patents, copyrights, data, designs, source codes, inventions, processes, know-how or techniques incorporated and / or embodied in the Designated Software and / or Products, trade marks, service marks and other rights of a similar character, whether or not the same are registered or capable of registration.

"Licence"

shall mean the rights to use SEBATA FMS.

"Licencee"

shall mean the CUSTOMER.

"Licensor"

shall mean SEBATA.

AGREEMENT NUMBER 00083

Page 6

Med Color

"Refinement"

with respect to the Designated Software, shall mean any form of improvement, which in the opinion of SEBATA might have a positive influence on the performance of the The resolution of individual problems or

preferences shall not constitute refinement.

"SEBATA"

shall mean Sebata Municipal Solutions (Proprietary)

Limited.

"SEBATA FMS"

shall mean the Designated Software or Sebata's Financial

Management System.

"SEBATA FMS User Group"

shall mean a group of customers who have purchased and

are utilising SEBATA FMS, the Designated Software of

SEBATA.

"System"

shall mean SEBATA FMS, the Designated Software.

"third party"

shall mean any natural or juristic person(s) who is not a

party to this Agreement.

"User Group Meeting"

shall mean a meeting of all or participating users of the

Designated Software.

5. SUBJECT MATTER

- 5.1 The subject matter of this Agreement is as follows:
 - sale and purchase, under licence, of the rights to use SEBATA FMS; 5.1.1
 - installation and stabilisation of SEBATA FMS, in accordance with the requirements 5.1.2 of the CUSTOMER;
 - after-sales and on-going support and refinement of SEBATA FMS. 5.1.3
 - 5.1.4 software upgrades;

NUMBER 00083

Page 7

5.1.5 ad hoc requirements relating to the enhancement of the running, functionality and use of SEBATA FMS.

6. EFFECTIVE DATE

6.1 This Agreement shall commence and become effective from 1 July 2005, or the date of last signature hereof, whichever occurs first, and shall endure until terminated in writing by either party in accordance with the termination provisions of this Agreement.

DURATION

7.1 This Agreement shall be valid and binding on the Parties for an initial period a five (5) years, and shall thereafter, if not formally terminated, be automatically renewed and endure for further successive periods of five (5) years each.

8. TERMINATION

- 8.1 This Agreement shall be terminated by either party upon giving of six (6) months (one hundred and eighty days) written notice of such termination.
- 8.2 Either party shall be entitled to terminate this Agreement upon the act or omission of the other party which is a breach of this Agreement and is not remedied, to the extent remediable, within a reasonable period after being notified of such breach in writing.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1 Nothing in this Agreement shall be construed as establishing any relationship between the Parties other than that of:
 - 9.1.1 in respect of the Designated Software, licensor on the one part and licencee on the other;

AGREEMENT NUMBER 00083

Page 8

woodled b.

37 gladebe

Liboldlea

- 9.1.2 in respect of the Designated Services, service provider on the one part and customer on the other; and
- 9.2 Neither party may in any manner represent to any third party that the relationship between them is anything other than as set out above.
- 9.3 SEBATA shall, however, be entitled to inform any of its other customers or potential customers that it has been duly awarded the business of supplying and implementing software and providing related professional services to the CUSTOMER.

10. PAYMENT

- 10.1 The fees payable in respect of the licence, support, refinement, ad hoc requirements and support services provided for in this Agreement are set out in Appendix 1 hereto
- 10.2 The fees shall escalate annually from the first day of July, at the level of the CPI or 10%, whichever is the higher.
- 10.3 The fees payable can either be paid by cheque, direct bank electronic transfer or by debit order. If paid by debit order, the CUSTOMER shall also sign the debit order authority attached hereto, which authorises the deduction of the fees payable directly from the bank account of the CUSTOMER.

11. CONFIDENTIALITY AND NON-DISCLOSURE

- 11.1 During the term of this Agreement, the Parties, to the extent of their right to do so, and as is required for each to perform their obligations hereunder, may exchange proprietary and confidential information. The following terms and conditions shall apply thereto:
 - 11.1.1 Proprietary and confidential information is defined as, but not limited to, financial, sales, contractual, technology, special marketing information, ideas, know-how, technical data and concepts originated by the disclosing party, not previously published or otherwise disclosed to the general public, not previously available to the receiving party without restriction, not normally furnished to others without compensation, and which the disclosing party desires to protect against unrestricted

AGREEMENT NUMBER 00083

Page 9

disclosure or competitive use, and which is furnished in writing pursuant to this Agreement.

- 11.1.2 Proprietary or confidential information that is exchanged may be used only by the receiving party in connection with the subject matter of this Agreement.
- 11.1.3 Neither party shall use or divulge to any person or office not connected with the subject matter of this Agreement, for any purpose whatsoever, any proprietary or confidential information disclosed to it by the other party in connection with the performance of this Agreement, other than appropriate representatives, officials or employees of the parties to which proposals or reports must be submitted in connection with the subject matter of this Agreement.
- 11.1.4 The standard of care for protecting such information, imposed on the party receiving such information, will be that degree or standard of care the receiving party uses to prevent disclosure, publication or dissemination of its own proprietary or confidential information.
- 11.1.5 Neither party shall be liable for the inadvertent or accidental disclosure of proprietary or confidential information, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own such data or information.
- 11.1.6 The obligations of non-disclosure and non-use of proprietary or confidential information imposed in the preceding paragraphs shall terminate five (5) years after the termination of this Agreement.
- 11.2 Paragraph 11.1 above is not applicable to -
 - 11.2.1 information which is or becomes lawfully known or available to the receiving party form a source other than the disclosing party, or which is or becomes in the public domain, and without breach of this Agreement by the recipient;
 - 11.2.2 information developed independently by the receiving party without use of or reference to confidential information disclosed to it in connection with this Agreement or the contemplated transaction.

AGREEMENT NUMBER 00083

Page 10

Jy C

Mediedt-

11.3 Nothing contained in this paragraph shall restrict either party from disclosing any portion of such information on a restricted basis pursuant to or in compliance with a judicial or lawful injunction, or court order, but only to the extent of such order.

12. GRANT OF LICENCE

: 4

Pak Selection

- 12.1 This Agreement authorises the CUSTOMER to install, fully utilise or derive benefit from the functionality of SEBATA FMS in the manner provided for in this Agreement.
- 12.2 SEBATA agrees to be bound by the terms of this Agreement by installing, implementing and supporting the functioning of the System at the CUSTOMER.
- 12.3 The CUSTOMER agrees to be bound by the terms of this Agreement by installing and utilising the software.
- 12.4 This Agreement shall remain valid and grant the CUSTOMER rights only if the Designated Software is genuine and certified as such by SEBATA.
- 12.5 SEBATA FMS is licenced as a single integrated product and may only be used by the CUSTOMER.
- 12.6 The terms of this printed paper Agreement supersede the terms of any on-screen Licence Agreement.

13. NOT FOR RESALE

- 13.1 The CUSTOMER shall not rent, lease, lend or provide commercial hosting services of SEBATA FMS to any other party, without the express and written consent of SEBATA.
- 13.2 There are technological measures in this Designated Software that are designed to prevent unauthorised and /or unlicensed use of the Software. SEBATA reserves the right to use those measures to confirm the existence of legally licenced Software.

AGREEMENT NUMBER 00083

Page 11

HUDGIEDIE .

4

14. COMPOSITION

- 14.1 SEBATA FMS has the following modules and / or components:
 - 14.1.1 Consolidated Billing
 - 14.1.2 Cash Receipting
 - 14.1.3 Ledger
 - 14.1.4 Capital Budget / Programme Management
 - 14.1.5 Asset Register
 - 14.1.6 Creditors and Stores
 - 14.1.7 Loose Equipment Manager
 - 14.1.8 Valuation
 - 14.1.9 Costing
 - 14.1.10 RSC Levies
 - 14.1.11 Report Writer
 - 14.1.12 Pre-Paid Vending (optional)
- 14.2 The Software is licenced as a single, integrated product. Its component or constituent parts may not be separated for use by third parties.
- 14.3 The System is Microsoft Windows based.
- 14.4 The Software may include associated media, printed materials, online or electronic documentation, and internet based services.
- 14.5 Notwithstanding the above, any software, documentation, or web services that are

AGREEMENT NUMBER 00083

Page 12

Houdledt

a dela

included in the SEBATA FMS, or are accessible via the System, and are accompanied by their own Licence Agreements, or terms of use, are governed by such agreements.

15. INSTALLATION OF SYSTEM

- 15.1 Installation of SEBATA FMS will take place at the premises of the CUSTOMER, and all travelling, accommodation and other direct and indirect normal and/or incidental expenses shall be for the account of the CUSTOMER.
- 15.2 Installation does not mean implementation, adaptation or any variation to the Software that has not been agreed to beforehand in writing by both Parties.
- 15.3 Installation of the System will only be effected after the hardware, including modem or other remote connection facility is installed. The respective operating systems forming part of the hardware must be installed and in order for the terminals and printers to be in a working order and condition.
- 15.4 Modifications and adaptations will, in some instances, be required to bring the standard System in line with the CUSTOMER's specific requirements. Such modifications or adaptations can only take place within the framework of the standard System.

LIMITATIONS

- 16.1 SEBATA and its agents reserve all rights not expressly granted in this Agreement.
- 16.2 The System is protected by copyright and other intellectual property laws and treaties.
- 16.3 SEBATA owns the title, copyright and other intellectual property rights to the System.

AGREEMENT NUMBER 00083

Page 13

Hildled

Madela

17. SYSTEM SUPPORT AND UPGRADES

- 17.1 Support for the System shall be provided by SEBATA, either directly, or through properly qualified, accredited, certified and approved agents or partners.
- 17.2 The CUSTOMER shall at all times be responsible for the preservation of the whole System as originally licenced in the first instance, and as from time to time adapted and upgraded through continued support as generally prescribed.
- 17.3 Upgrades shall replace, modify, enhance and / or supplement, and may disable, earlier versions of the System or a component or module of the System.

18. SECURITY AND LOSS

- 18.1 In order to help protect against breaches of security and malicious software or computer viruses, the CUSTOMER shall regularly and periodically back-up its data and System Information, use security features such as firewalls, and install and use security updates.
- 18.3 In the event that the System or a component or module thereof is lost as a result of an act or omission by the CUSTOMER, to such an extent that a re-installation of the whole System or any part thereof is necessary, the cost of the re-installation shall be borne by the CUSTOMER. If the loss is as a result of an act or omission by SEBATA, SEBATA shall bear the cost of re-installation.

19. DIRECT CONNECTION TO CUSTOMER

19.1 As part of enabling remote troubleshooting, ensuring shorter turnarounds in the event of problems or errors within System, SEBATA may need to install a direct long distance connection to the premises of the CUSTOMER. This means that access to the CUSTOMER's SEBATA FMS Server or computer network can be gained directly from the offices of SEBATA by way of a high speed telephonic or wireless connection. The advantages of such a connection are in short the following:

19.1.1 Prompt delivery of service when it comes to the amendment and/or adaptation of

AGREEMENT 00083

Page 14

95

Mudelo

usualledo.

programs because such amendments and/or adaptations are effected through the modem or high speed connection.

- 19.1.2 Prompt resolution of problems.
- 19.1.3 SEBATA shall, at all reasonable times, have access to the System via the modem or direct high speed connection, and can therefore, remotely execute any or all requisite trouble shooting, and/or problem fixing, and/or sending through upgrades.
- 19.2 Connection through the high speed line shall be compulsory, and it shall be implemented simultaneously with the execution of this Agreement.
- 19.3 The CUSTOMER shall bear all the costs and expenses relating to the application, installation, use, operation and maintenance of the high speed connection line.
- 19.4 SEBATA may, on behalf of the CUSTOMER, facilitate the application for, procurement, installation and maintenance of the high speed connection line.
- 19.5 The high speed connection line shall be for the exclusive use of the CUSTOMER.

20. NORMAL SERVICES

- 20.1 Normal Services includes the following:
 - 20.1.1 Programming:
 - 20.1.2 Amendments and / or adaptations to the standard System;
 - 20.1.3 Transmission of amendments to the System per modem;
 - 20.1.4 Planning and design of additional Systems and / or subsystems;

AGREEMENT NUMBER 00083

Page 15

(one NiDidleditz.

(Jande)

21. CUSTOMER SERVICES AND SUPPORT

- 21.1 Customer services and support shall, among others, include:
 - 21.1.1 Training of personnel during the implementation of the System;
 - 21.1.2 Assistance with regard to:
 - (a) System functioning
 - (b) report development;
 - (c) use of the System from time to time

22. SPECIAL SERVICES

- 22.1 Special services will include:
 - 22.1.1 Overtime services, in other words, services rendered outside normal office hours. Normal office hours are every week from Monday to Friday, 08h00 - 17h00, public holidays excluded;
 - 22.1.2 All services not mentioned under normal services.

23. SYSTEM REFINEMENT

- 23.1 For the purpose of this Agreement, System Refinement shall mean any form of amendment or enhancement of the existing System or the development of any new system, which will, in the opinion of SEBATA, have a positive influence on the performance, and the marketing of the System. Individual problems and individual preferences shall not construe refinement.
- 23.2 The procedure to be followed with respect to System Refinements shall be as follows:
 - 23.2.1 All refinement proposals shall be furnished to SEBATA in writing.
 - 23.2.2 On receipt of refinement proposals, SEBATA shall decide whether such proposal can be implemented as a refinement. If not, SEBATA shall inform the CUSTOMER accordingly.

AGREEMENT NUMBER 00083

Page 16

Whodele

- 23.2.3 If a proposal qualifies as a refinement, such refinement shall, with or without the comments of SEBATA, be put on the agenda for discussion at the SEBATA USER GROUP. During such group meeting, all proposals on the agenda shall either be:
 - 23.2.3.1 approved for implementation by SEBATA; or
 - 23.2.3.2 rejected, in which instance no further action will take place; or
 - 23.2.3.3 be amended, and be referred back to SEBATA to assess and / or determine which proposal is programmable and correct, and therefore to be implemented; and if not programmable, be referred to the Sebata FMS User Group Standing Committee for final decision and implementation in co-ordination with SEBATA.
- 23.3 SEBATA shall have the authority to refer any matter of an urgent nature directly to the User Group Standing Committee for a final decision and implementation, in which instance, the Standing Committee will report such matters in its minutes to the User Group meeting.

24. USER GROUP

- As a licencee and user of the System, the CUSTOMER shall be entitled to join and become part of a SEBATA FMS USER GROUP.
- 24.2 SEBATA shall co-ordinate and provide Secretariat services to the SEBATA FMS USER GROUP.

25. TRAINING OF CUSTOMER PERSONNEL

- 25.1 All CUSTOMER personnel who will work on the System shall be required to undergo training on the navigation, use, operation and functionality of the System.
- 25.2 No implementation shall be effected and / or signed off unless proof can be submitted that the training was satisfactorily attended and completed by CUSTOMER personnel.

AGREEMENT NUMBER 00083

Page 17

Africaled

Hardledb.

26. EXCLUSIONS

- 26.1 SEBATA shall not be responsible for any of the following costs which the CUSTOMER may incur during and / or after the implementation of the System:
 - 26.1.1 any stationery required;
 - 26.1.2 any other software or hardware to implement or test the System and/or amended System;
 - 26.1.3 computer time;
 - 26.1.4 time of the client's personnel for the testing and maintenance of the System;
 - 26.1.5 any damages caused by the malfunctioning of the System and / or the amended System, if these are not as a result of SEBATA.

27. CO-OPERATION AND GOOD FAITH

- 27.1 The Parties record that they have entered into this Agreement in the utmost good faith to develop, promote and protect their mutual interests and, accordingly, shall use their best endeavours to do so.
- 27.2 The Parties undertake to co-operate fully and consult one another in regard to all matters related to the Subject Matter of this Agreement.
- 27.3 The Parties undertake, at all times, to do such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for the putting into effect or maintenance of the terms and conditions of this Agreement.

AGREEMENT 00083

Page 18



28. DISPUTES

- 28.1 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.
- 28.2 If the dispute or deadlock referred in paragraph 14.1 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.
- 28.3 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 paragraph 14.2 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.

29. WARRANTY

29.1 SEBATA warrants that it is entitled to grant the CUSTOMER all of the rights granted in terms of this Agreement.

30. VIS MAJOR (FORCE MAJEURE)

30.1 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 or civil disturbances, 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.

AGREEMENT NUMBER 00083

Page 19

. Madledb

31. SEVERABILITY

- 31.1 Each paragraph, clause and/or appendix in this Agreement is severable from all the others.
- 31.2 If any paragraph, clause or appendix is found by any competent Court to be defective or unenforceable or invalid for any reason whatsoever, the remaining paragraphs, clauses and appendices shall continue to be of full force and effect.

32. DOMICILIUM AND NOTICES

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

32.1.1 SEBATA:

Building 2
Time Square Office Park
11 Pieter Street
Highveld Techno Park
Centurion

Facsimile:

(012) 665 3284

E-mail:

info@sebata.co.za

32.1.2 CUSTOMER:

Mantsopa Municipality Municipal Offices Joubert Street Ladybrand

Facsimile:

(051)-924-0020

E-mail:

AGREEMENT NUMBER 00083

Page 20

Justicileal C.

- 32.2 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.
- 32.3 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.
- 32.4 A notice sent by one party to the other party shall be deemed to be received:
 - 32.4.1 on the same day, if delivered by hand;
 - 32.4.2 on the same day, if sent by telefax;
 - 32.4.3 on the seventh (7th) day after posting, if sent by pre-paid registered mail.
- 32.5 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.

33. GOVERNING LAW AND JURISDICTION

33.1 This Agreement shall in all respects 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).

34. GENERAL

- 34.1 This document constitutes the sole record of the agreement between the parties in regard to the Subject Matter thereof.
- 34.2 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
- 34.3 No addition to, variation or consensual cancellation of this Agreement shall be of any force

AGREEMENT NUMBER 00083

Page 21

De Lando

or effect unless in writing and signed by or on behalf of the parties.

34.4 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.

THUS DONE AT <u>CEROTURION</u> ON THIS THE <u>AU</u> DAY OF <u>COOPER</u> 2006.	
For and on behalf of:	ć
SEBATA MUNICIPAL SOLUTIONS (PROPRIETARY) LIMITED	
La La	
NAME: AN PRETORIUS Who warrants his / her authority hereto	
CAPACITY: Manager Business Develop.	n
AUTHORITY:(Board Resolution, etc.)	

AGREEMENT NUMBER 00083

AS WITNESSES:

Willede

Page 22

Miles er Wadd

THUS DONE AT LADYBRAND	ON THIS THE 2 NO DAY OF NOVEMBER 2005.
	For and on behalf of:
	MANTSOPA MUNICIPALITY
	NAME: <u>JESPANGENBERG</u> Chm Rimurkz Who warrants his / her authority hereto
	CAPACITY: CFO M-M.
	AUTHORITY: 1996 - 10 06 2004 (Council or MC Resolution, etc.)
AS WITNESSES:	
Apargarday	,

AGREEMENT NUMBER

Page 23

Milled E. Medel

APPENDIX 1

TARIFFS

1.	MONTHLY FEE

- 1.1 per debtor / consumer account: R 0.92 x 15000
- 1.2 per user / system user: R 0 x 0

2. SERVICES

- 2.1 Normal services per hour or part thereof:
 - 2.1.1 Programming: R750.00
 - 2.2.2 Customer Services: R 450.00
- 2.2 Special Services per hour or part thereof:
 - 2.2.1 The tariff referred to under clause 2.1.2 plus a surcharge of 25%;

3. TRAVELLING AND ACCOMMODATION

- 3.1 With modem / direct connection services
 - 3.1.1 Actual disbursement expenses
 - 3.1.2 Motor vehicle per kilometre rate R2.90 per km
 - 3.1.3 Travelling time: an hour or a part thereof R136.80/hour;

AGREEMENT

Page 24

A FIRMO

Hardiedo.

- Without modem / direct connection services: 3.2
 - 3.2.1 As above, plus a surcharge of 50%;

ESCALATION 4.

4.1 All tariffs shall escalate yearly on the first day of July with the inflation rate (CPI applicable to the ICT sector) as reflected at the end of April every year, but not less than 10 (ten) percent per year.

5. CONDITIONS OF PAYMENT:

- 5.1 The CUSTOMER undertakes to sign the Debit Order Authority attached hereto, which covers or provides for any indebtedness one month in advance to SEBATA in accordance with the Tariff Structure set out in this Agreement.
- 5.2 Failure to sign the Debit Order Authority will result in an increase in the applicable licence fee by 25% (Twenty-five percent).
- 5.3 Interest will be charged on all amounts, which are outstanding for a period longer than thirty (30) days. The interest payable will be at a rate as to be determined by SEBATA from time to time.

AGREEMENT NUMBER

Page 25

Novideole. Alle ai

APPENDIX 2 DEBIT ORDER AUTHORITY

GRANTED BY:	MANTSOPA MUNICIPALITY	×
	("CUSTOMER")	
TO:	SEBATA MUNICIPAL SOLUTIONS (PROPRIETARY) LIMITED	
	(Registration number 1994/000005/07) ("SEBATA")	
IN RESPECT OF:	SOFTWARE LICENCE FEES	
5 0	ou to draw against our account with the above-mentioned bank (or any other bank	
(58)	our account) the sum of: R13 800-00 (One Three Eight Zero Zero Rand Alone	
	- and of each and every mental semimentaling on	and .
2	ion of this Agreement. This amount will escalate annually in the month of July of ex	
approximately ten (10) p	percent, and will fluctuate in accordance with the Tariff Structure set out in the Master	Agreement.
The details of our bank a	account are as follows:	
ACCOUNT NAME:		
BANK:		
ACCOUNT NO.:		
BRANCH CODE:		
BRANCH NAME:		
TYPE OF ACCOUNT:		
We understand that the	e withdrawals hereby authorised will be processed electronically and we also und	erstand that

We understand that the withdrawals hereby authorised will be processed electronically and we also understand that details of each debit / payment / withdrawal from our account by you shall be printed on our bank statement. We agree to pay any bank charges relating to this debit order instruction.

This authority may be cancelled by us by giving you thirty (30) days' notice in writing, which notice shall be sent either by facsimile or registered post. We understand that we shall not be entitled to any refund of amounts which you have debited / withdrawn while this authority was in force if such amounts were legally owing to SEBATA.

AGREEMENT NUMBER 00083

Page 26

Harde Alle

DA

رزير کو

Signed at Lacy bound	on this <u>0 Z</u> day of	November 200 to
AUTHORISED SIGNATORY		DJ. Spangenberg NAME
V		C FO CAPACITY
AUTHORISED SIGNATORY	g. ,	Chim RAMPAI
AUTHORISED SIGNATORY		Total and a second
		MUNICIPAL MANAGER
		CAPACITY

PLEASE NOTE: A Cancelled Cheque should be attached for bank identification purposes.

AGREEMENT NUMBER 00083

Page 27

A Spanied of A