

## Change note to the Agreement

entered by and between

### **MUNSOFT PROPRIETARY LIMITED**

(Registration number: 2001/024674/07)

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

(herein represented by N Rerani, duly authorised)

(hereinafter referred to as “Munsoft”)

AND

### **VHEMBE DISTRICT MUNICIPALITY**

(Demarcation code: DC34)

Physical address: Old Parliament, Government Complex  
Tusk Venda Street  
Thohoyandou  
Limpopo  
0950  
Email address: mmoffice@vhembe.gov.za

(hereinafter referred to as the “Client”)

(herein represented by ST Ndou Tshimangadzo, duly authorised)

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

Initials Client

Initials Munsoft

**1. Background**

- 1.1 Munsoft and the Client entered into an agreement for the provision of the integrated financial management and internal control on 15 July 2020 for the period 14 July 2020 until 13 July 2022 (“the Agreement”).
- 1.2 The Parties now wish to amend/extend the Agreement as detailed in this change note.

**2. Change note terms**

- 2.1 Any capitalised terms not defined in this change note will have the same meaning as capitalised terms in the Agreement.
- 2.2 This change note is not a novation and/or replacement of the Agreement and the remainder of the terms and conditions of the Agreement will remain unaltered and of full force and effect, except as amended by the terms and conditions of this change note. Should there be any conflict between this change note and the Agreement, then the terms and conditions of this change note will prevail.
- 2.3 The Client enters into this change note in accordance with the supply chain legislation governing local government procurement, which includes compliance with all its internal procedures.

**3. Amendment of the Agreement**

- 3.1 The Parties agree to amend the Agreement by upgrading existing Service Schedule I for the Website and Helpdesk Services on the “Annexure A” as contained in this change note to the Agreement.
- 3.2 The Parties agree to extend the Agreement for a period of 60 months commencing on 14 July 2022 to 30 June 2027.

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#### 4. Annexure A – Summary

Annexure A – Summary Cost Schedule for the extended period:

	Start Date	End Date	Municipal Financial Year July 2022 to June 2023			Municipal Financial Year July 2023 to June 2024		
			Once-off Fees	Monthly Fees	Annual Fees	Once-off Fees	Monthly Fees	Annual Fees
<b>Munsoft Service Fee</b>	14-Jul-22	30-Jun-27		R 248,723.14			R 273,595.45	
<b>Munsoft Annual Maintenance Fee</b>	14-Jul-22	30-Jun-27			R 1,361,144.42			R 1,497,258.86
<b>Initial Schedules</b>								
Service Schedule A: Maintenance and Support Services	14-Jul-22	30-Jun-27		Active	Active		Active	Active
Service Schedule C: Munsoft Connectivity	14-Jul-22	30-Jun-27		Active			Active	
Service Schedule D: Integrated Municipal Information System	14-Jul-22	30-Jun-27		Active	Active		Active	Active
Service Schedule E: Munsoft Standard Disaster Recovery Service	14-Jul-22	30-Jun-27		Active			Active	
Service Schedule F: Electronic Meter Reading Solution	14-Jul-22	30-Jun-27		Active			Active	
Service Schedule G: Munsoft Extended Disaster Recovery Service	14-Jul-22	30-Jun-27		Active			Active	
Service Schedule I: Munsoft ICT Essential Services	14-Jul-22	30-Jun-27		Active			Active	
Service Schedule J: Munsoft e-Services Solution	14-Jul-22	30-Jun-27		Active and Variable			Active and Variable	
Service Schedule P: Payroll & HR	14-Jul-22	30-Jun-27		Active	Active		Active	Active
Service Schedule Q: Munsoft Academy (Online LMS Facility)	14-Jul-22	30-Jun-27		Active	Active		Active	Active
Service Schedule R: Munsoft Reporting	14-Jul-22	30-Jun-27			Active			Active
<b>Initial Fees for Period (Excluding VAT)</b>			R -	R 248,723.14	R 1,361,144.42	R -	R 273,595.45	R 1,497,258.86
<b>Additional Schedules</b>								
Service Schedule I: Munsoft ICT Essential Services (Website)	01-Oct-22	30-Jun-27	R 357,143.00	R 6,142.00			R 6,756.20	
Service Schedule I: Munsoft ICT Essential Services (Helpdesk)	01-Oct-22	30-Jun-27	R 294,124.00	R 14,400.00			R 15,840.00	R 209,471.11
<b>Additional Fees for Period (Excluding VAT)</b>			R 651,267.00	R 20,542.00	R -	R -	R 22,596.20	R 209,471.11
<b>Total Fees per category for the Municipal Financial Year (Excluding VAT)</b>			<b>R 651,267.00</b>	<b>R 3,169,555.62</b>	<b>R 1,361,144.42</b>	<b>R -</b>	<b>R 3,554,299.78</b>	<b>R 1,706,729.97</b>
<b>Total Fees for the Municipal Financial Year (Excluding VAT)</b>					<b>R 5,181,967.04</b>			<b>R 5,261,029.76</b>
<b>Total Fees for the Contract Period (Excluding VAT)</b>								

Annexure A continue...

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Annexure A continued...

	Start Date	End Date	Municipal Financial Year July 2024 to June 2025			Municipal Financial Year July 2025 to June 2026			Municipal Financial Year July 2026 to June 2027		
			Once-off Fees	Monthly Fees	Annual Fees	Once-off Fees	Monthly Fees	Annual Fees	Once-off Fees	Monthly Fees	Annual Fees
<b>Munsoft Service Fee</b>	14-Jul-22	30-Jun-27		R 300,954.99			R 331,050.49			R 364,155.54	
<b>Munsoft Annual Maintenance Fee</b>	14-Jul-22	30-Jun-27			R 1,646,984.75		R 1,811,683.22			R 1,992,851.55	
<b>Initial Schedules</b>											
Service Schedule A: Maintenance and Support Services	14-Jul-22	30-Jun-27		Active	Active		Active	Active		Active	Active
Service Schedule C: Munsoft Connectivity	14-Jul-22	30-Jun-27		Active			Active			Active	
Service Schedule D: Integrated Municipal Information System	14-Jul-22	30-Jun-27		Active	Active		Active	Active		Active	Active
Service Schedule E: Munsoft Standard Disaster Recovery Service	14-Jul-22	30-Jun-27		Active			Active			Active	
Service Schedule F: Electronic Meter Reading Solution	14-Jul-22	30-Jun-27		Active			Active			Active	
Service Schedule G: Munsoft Extended Disaster Recovery Service	14-Jul-22	30-Jun-27		Active			Active			Active	
Service Schedule I: Munsoft ICT Essential Services	14-Jul-22	30-Jun-27		Active			Active			Active	
Service Schedule J: Munsoft e-Services Solution	14-Jul-22	30-Jun-27		Active and Variable			Active and Variable			Active and Variable	
Service Schedule P: Payroll & HR	14-Jul-22	30-Jun-27		Active	Active		Active	Active		Active	Active
Service Schedule Q: Munsoft Academy (Online LMS Facility)	14-Jul-22	30-Jun-27		Active	Active		Active	Active		Active	Active
Service Schedule R: Munsoft Reporting	14-Jul-22	30-Jun-27			Active			Active			Active
<b>Initial Fees for Period (Excluding VAT)</b>			R -	R 300,954.99	R 1,646,984.75	R -	R 331,050.49	R 1,811,683.22	R -	R 364,155.54	R 1,992,851.55
<b>Additional Schedules</b>											
Service Schedule I: Munsoft ICT Essential Services (Website)	01-Oct-22	30-Jun-27		R 7,431.82			R 8,175.00			R 8,992.50	
Service Schedule I: Munsoft ICT Essential Services (Helpdesk)	01-Oct-22	30-Jun-27		R 17,424.00	R 230,418.22		R 19,166.40	R 253,460.04		R 21,083.04	R 278,806.05
<b>Additional Fees for Period (Excluding VAT)</b>			R -	R 24,855.82	R 230,418.22	R -	R 27,341.40	R 253,460.04	R -	R 30,075.54	R 278,806.05
<b>Total Fees per category for the Municipal Financial Year (Excluding VAT)</b>			R -	R 3,909,729.76	R 1,877,402.97	R -	R 4,300,702.74	R 2,065,143.27	R -	R 4,730,773.01	R 2,271,657.59
<b>Total Fees for the Municipal Financial Year (Excluding VAT)</b>					R 5,787,132.73			R 6,365,846.01			R 7,002,430.61
<b>Total Fees for the Contract Period (Excluding VAT)</b>											R 29,598,406.14

The schedules selected by the Client are those reflecting “Active” or a that have a Rand value under applicable municipal financial year. All fees quoted are exclusive of Value Added Tax and Travel Costs.

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**5. Service Schedule I - Munsoft Essential ICT Services**

Munsoft can provide essential ICT services support that is not FMS related but rather of a technical nature and that is essential for the optimal performance of the environment (hereinafter referred to as “Munsoft Essential ICT Services”).

Description of schedule

A Client wishing to procure any additional Munsoft Essential ICT Services is required to indicate the required Munsoft Essential ICT Services on the Munsoft Essential ICT Services Request Form and should follow the process for procuring additional Supporting Services described in the Service Level Agreement between the Parties.

**5.1 Website Redesign**

**5.1.1 Overview**

DNS Hosting	<ul style="list-style-type: none"> <li>▪ DNS: Vhembe.gov.za</li> <li>▪ DNS Hosting at Munsoft</li> </ul>
Munsoft Hosting	<ul style="list-style-type: none"> <li>▪ Transfer content from old platform to new platform</li> <li>▪ 99.9% uptime guarantee</li> <li>▪ 750 GB traffic limit</li> <li>▪ Spam filtering</li> <li>▪ Firewall protection, Malware removal and scanning</li> <li>▪ Daily website backup and Dedicated IP</li> </ul>
Web Design	<ul style="list-style-type: none"> <li>▪ Web re-design &amp; content upload as per project plan.</li> </ul>
Support	<ul style="list-style-type: none"> <li>▪ Telephonic &amp; remote support</li> <li>▪ Access to Munsoft Website content management system for website management.</li> </ul>
Exclusions	<ul style="list-style-type: none"> <li>▪ The provision of photography or textual content which will need to be provided by client.</li> <li>▪ Working with third party agents such as marketing and SEO consultants.</li> <li>▪ Internet browsers older than 5 years (Including IE version 6) will not be supported.</li> <li>▪ Development of animation such as animated GIF’s or Flash.</li> <li>▪ Social Media campaigns.</li> <li>▪ Software Integration</li> <li>▪ External database integration</li> <li>▪ Foreign languages (other than English)</li> </ul>

**5.1.2 Website Redesign Project Plan**

<b>INITIATION PHASE</b>
Client solution request clarification (requirement assessment)
Munsoft Internal Kick off meeting
Schedule time and date for client kick off meeting and e-mail kick off meeting agenda to client
Access to old site for images / images for New site

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Domain access details (i.e., cPanel and FTP logins)
Confirmation regarding existing content - which is to be transferred and/or omitted from the current to new site
All new content to be provided and specified with regards to location
Complete and e-mail change request & user access request form to client
<b>MILESTONE 1 SIGN OFF AND PROVIDE UPDATED PROJECT PLAN TO CLIENT</b>
Implementation and customisation
Existing content transfer
Inclusion of any additional content provided by client
<b>MILESTONE 2 SIGN OFF AND PROVIDE UPDATED PROJECT PLAN TO CLIENT</b>
Development
Website development including features and functionality
<b>MILESTONE 3 SIGN OFF AND PROVIDE UPDATED PROJECT PLAN TO CLIENT</b>
Website Testing
Website functionality and feature testing cycle until client satisfactory levels are met
Client approval functionality and features
<b>MILESTONE 4 SIGN OFF AND PROVIDE UPDATED PROJECT PLAN TO CLIENT</b>
Launch
Client to agree on launch date
Website launch
<b>MILESTONE 5 SIGN OFF AND PROVIDE UPDATED PROJECT PLAN TO CLIENT</b>
Test Phase of website content management platform and website runtime
Users to work on services for 7 days – client in P1 status for Support
Hand holding and skills transfer
<b>PROJECT CLOSURE PHASE</b>
E-mail updated and completed project plan
E-mail all and any project related documentation (E.g., Training manuals, configuration documents)
Sign off project closure
Sign off certificate of completion

## 5.2 Helpdesk

### 5.2.1 Overview

Licensing Subscription: SysAid (Perpetual) ITSM Edition Package

- 6 Administrators
- Unlimited End Users
- 300 Assets
- Monitoring
- Tasks and Projects
- CMDB Module
- Password Services
- 1 Remote Control Gateway Channel and 1 My Desktop Channel

5.2.2 Helpdesk Scope of Work

<b>ACTIVITY:</b>
Complete "RFI: Helpdesk Deployment" document in collaboration with municipal contact
Download SysAid On-Premises Installer and license file
Download SysAid pre-requisites
Download relevant OS image
Prep Installation Media
<b>Commission Server</b>
Install and Configure Microsoft Server and install critical and security updates from Microsoft
Install SysAid Pre-requisites
<b>Install and Integrate SysAid</b>
Basic install of SysAid Server and Activate License
Create Service Account and delegate Admin Privileges
Create SysAid Mailbox User and integrate with Exchange, setup connectors etc.
Integrate SysAid with Active Directory, configure DNS, LDAPS
Setup Discovery tasks, WMI scans and Agent Deployment
Ensure successful agent deployment to 70 percent of Workstations (30 minutes per machine)
Setup Asset Management
Setup Patch Management
Setup Password Self Service
<b>Helpdesk Configuration</b>
Gather information for helpdesk automation, rules, operating hours, etc.
Build and configure helpdesk rules
Define categories
Define administrator roles and groups
Define operating hours
Configure and adjust general helpdesk rules
Test helpdesk functions and features
<b>Training and Handover</b>
Draft and handover of system documents
Training (Full Day)

5.3 Service Request Form:

A Client wishing to procure any additional Munsoft Essential ICT Services is required to indicate the required Munsoft Essential ICT Services on the Munsoft Essential ICT Services Request Form and should follow the process for procuring additional Supporting Services described in the Service Level Agreement between the Parties.

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<input type="checkbox"/>	<p><b>E-Mail Infrastructure</b></p> <p><input type="checkbox"/> On-premises Microsoft Exchange                      <input type="checkbox"/> Hosted Exchange (Non-Office 365)</p> <p><input type="checkbox"/> Hosted Exchange (Office 365)                                      <input type="checkbox"/> Unified Email Management (Mimecast)</p> <p><input type="checkbox"/> Unified Email Management (Other)</p>
<input type="checkbox"/>	<p><b>Database Infrastructure*</b></p> <p><i>*Excludes database administration tasks</i></p> <p><input type="checkbox"/> Microsoft SQL Platform    <input type="checkbox"/> MySQL Platform</p>
<input checked="" type="checkbox"/>	<p><b>Software / Application License Renewal(s)</b></p> <p><input type="checkbox"/> Microsoft                                      <input checked="" type="checkbox"/> Helpdesk</p> <p><input type="checkbox"/> Linux    <input type="checkbox"/> VMWare</p> <p><input type="checkbox"/> Firewall    <input type="checkbox"/> AD Auditing</p> <p><input type="checkbox"/> Redstor    <input type="checkbox"/> Veeam</p> <p><input type="checkbox"/> Veeam One</p>
<input checked="" type="checkbox"/>	<p><b>Onsite Client Helpdesk System</b></p> <p><input checked="" type="checkbox"/> SLA Integrated Helpdesk</p>
<input type="checkbox"/>	<p><b>Service Provider Helpdesk</b></p> <p><input type="checkbox"/> Managed Helpdesk    <input type="checkbox"/> Un-managed Helpdesk</p> <p style="margin-left: 40px;">o Incident Logging    Incident Logging</p> <p style="margin-left: 40px;">o Resource Allocation</p> <p style="margin-left: 40px;">o Manned Helpdesk Support</p> <p style="margin-left: 40px;">o SLA Management</p>
<input type="checkbox"/>	<p><b>Vendor / 3rd Party Supplier Support Coordination</b></p>
<input type="checkbox"/>	<p><b>Service Delivery Management</b></p> <ul style="list-style-type: none"> <li>• Monthly Service Reporting</li> <li>• Operational Risk Reporting</li> <li>• Point of Escalation</li> </ul>
<input type="checkbox"/>	<p><b>Municipal Purchased Hardware &amp; Software</b></p> <p><input type="checkbox"/> Installation and Setup of municipal purchased hardware (i.e., Biometric access Server, Network Monitoring Server, Domain Controller Server, Exchange Server, Anti-virus Server, Print Servers, and CCTV Servers)</p> <p><input type="checkbox"/> Support and monitoring of municipal purchased hardware ((i.e., Biometric access Server, Network Monitoring Server, Domain Controller Server, Exchange Server, Anti-virus Server, Print Servers, and CCTV Servers)</p> <p><b>Policies and procedures</b></p> <p><input type="checkbox"/> Creation of required policies and procedures    <input type="checkbox"/> Implementation of policies</p> <p><input type="checkbox"/> Monitoring of policies    <input type="checkbox"/> Review of policies</p> <p><input type="checkbox"/> Reporting of implementation and monitoring to management</p>

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<input type="checkbox"/>	<p><b>Audit Committee</b></p> <p><input type="checkbox"/> Provide responses and feedback to management on issues raised during audit committee meetings, raised by the audit committee</p>
<input type="checkbox"/>	<p><b>Auditor General</b></p> <p><input type="checkbox"/> Communication of ICT audit findings (Follow-up of outstanding audit findings, Address audit findings raised in the previous year's management reports, Address audit findings raised in the previous year's audit reports)</p> <p><input type="checkbox"/> Assist during Audit Process (Assist the ICT department during the audit process through engaging with the AGSA during meetings, audit information gathering, queries raised, provide management responses on formal audit queries raised through communication of audit findings, Provide management responses on findings raised in the management report)</p>

**6. Signature**

SIGNED at \_\_\_\_\_ (place) on \_\_\_\_\_ (date)

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

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

Witness \_\_\_\_\_

Witness \_\_\_\_\_

SIGNED at \_\_\_\_\_ (place) on \_\_\_\_\_ (date)

For and on behalf of the **CLIENT**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

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

Witness \_\_\_\_\_

Witness \_\_\_\_\_

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