



Proposal for:

**SUPPORT & MAINTENANCE OF ENTERPRISE
DIGITAL PORTALS: AZURE MARKETPLACE**

Created for:

City of Johannesburg (COJ)



Table Of Contents

1	Introduction and Executive Summary.....	5
1.1	Technical Statement of work.....	5
1.1.1	Scope of work.....	5
1.1.2	The goal for EDP Support and Maintenance	5
1.2	Support and Maintenance Matrix	7
1.2.1	Support Channels.....	8
1.2.2	Support Availability:.....	9
1.3	Initial Response Time.....	9
1.4	Support Levels	10
1.4.1	1st Line Support:	10
1.4.2	2nd Line Support:	10
1.4.3	3rd Line Support:	11
1.5	Issue Management Procedure	11
1.6	Change Control	12
2	Pricing Summary.	13
2.1	Pricing Structure.....	14
2.1.1	SMME Reseller Portal	14
2.1.2	Business Portal.....	14
2.1.3	Enterprise4 Development Portal	14
2.1.4	Trade and Investment Portal.....	15
2.1.5	Informal Trader Portal	15
2.1.6	Case Management Portal.....	16
2.1.7	Help Desk Service Management.....	16
2.2	Pricing Consolidation	17
2.2.1	Total Portal Pricing (1 Year).....	17
2.2.2	Total Portal Pricing (2 Years).....	17
2.2.3	Total Portal Pricing (3 Years).....	17
2.3	Validity Period	18
2.4	Warranty Period	18
2.4.1	Warranty Conditions	18
2.4.2	Warranty Outcomes	18
3	Azure Marketplace	19
3.1	Introduction to Microsoft Azure Marketplace.....	19
3.2	Microsoft Azure Marketplace: Enterprise Digital Portals.....	19

3.3	Azure Marketplace Guidelines	19
3.4	Procurement Assumptions	20
4	Acceptance	21
5	Terms & Conditions.....	22
5.1	Introduction.....	22
5.2	Applicability of these Terms of Business	23
5.3	Access and Use	24
5.4	Confidentiality.....	24
5.5	Service Standards	24
5.6	Rifumo’s Responsibilities	24
5.7	Permissible Uses	24
5.8	Third-party Products, Equipment and Operation	25
5.9	Impermissible Uses	25
5.10	Fees and Payments	25
5.11	Copyright and Intellectual Property Rights.....	26
5.12	Data Usage and Protection	26
5.13	Data Protection Rights and Notifications	27
5.14	Information Officer.....	28
5.15	Indemnities and Limitations.....	28
5.16	Termination and Suspension	29
5.17	Return of Information	29
5.18	Electronic Communication	30
5.19	Monitoring.....	30
5.20	Disclaimers by Rifumo	30
5.21	Force Majeure	31
5.22	Governing Law	31
5.23	Cession and Assignment	32
5.24	Variation	32
5.25	Waiver	32
5.26	Severability.....	32
5.27	Counterparts.....	32
5.28	Notices	32
5.29	Cost.....	34

List of Figures

<i>Figure 4: Support Channel Outline</i>	8
<i>Figure 5: Issue Management Process</i>	12
<i>Figure 6: Change Control Process</i>	12

List of Tables

<i>Table 3: Issue Response Times per Support System</i>	9
---	---

1 Introduction and Executive Summary

We are pleased to present this comprehensive proposal for the provision of an Enterprise Digital Portal (EDP) hosted on Microsoft Azure Marketplace, along with enhancements, maintenance and support services for three years, tailored to meet the specific needs of the City of Johannesburg.

At Rifumo Empowerment Holdings, we understand technology's vital role in enhancing business operations and achieving strategic goals. With this in mind, we propose the delivery of an Enterprise Digital Portal (EDP) designed to empower your organisation.

1.1 Technical Statement of work

1.1.1 Scope of work

The services to be rendered include providing advanced solution support and maintenance, including service desk services for logging service requests, incidents and product changes and associated professional services for the repair and maintenance of the solution and day to-day administration of the system, with the following.

REH has a solution that includes the five portals, support, and maintenance, including service desk services and logging of service requests and incidents.

1.1.2 The goal for EDP Support and Maintenance

Service Operation aims to deliver the key EDP solutions, support services efficiently and effectively, and maintain stability in service operations while allowing for changes and improvement.

1.1.2.1 Objectives for EDP Support and Maintenance

The objectives of Service Operation are coordinating and carrying out activities and processes required to provide and manage services for business users and customers within a specified agreed service level. Service Operation is also responsible for managing the technology required to provide and support the services.

System maintenance will address any changes on an existing system to either fix errors or implement enhancement functionality. The support element will deal with any technical changes that must be performed on the production system. The purpose of both system maintenance and support will be to ensure the maximum efficiency and availability of the system in the production environment at its optimal level.

The approach towards system maintenance will focus on guaranteeing the correct functioning of the software in the system and the integrity of the data stored in it. This will include but not be limited to all unaccountable sets of tasks to be addressed that might arise post-go-live of the system. This will be an ongoing activity that covers a wide range of

activities, including removing program and design errors, updating documentation and templates, testing data and updating user system usability support.

The objectives of maintenance and support for providing enterprise digital portals are several key goals that are crucial to ensuring the effective functioning and longevity of the EDP portals. These objectives are particularly relevant in the context of support services and include.

1.1.2.2 Sustained Functionality:

To ensure the sustained functionality of the digital portals. This will involve promptly identifying and addressing any technical glitches, errors, or performance issues that may arise. Given our background in development and analytics, we will emphasise the importance of proactively monitoring portal performance metrics and promptly resolving deviations from optimal performance.

1.1.2.3 Security and Compliance:

REH understands the importance and the critical role of security in digital solutions. The maintenance and support activities will focus on implementing robust security measures to safeguard sensitive government and citizen data. Compliance with relevant regulations and standards, such as data protection laws, is also crucial.

1.1.2.4 User Experience:

This will contribute to enhancing the user experience of the digital portals. Regular analysis of user behaviour and feedback will help identify areas for improvement. The maintenance and support team will prioritise user-centric updates and optimisations to ensure a seamless and intuitive user journey.

1.1.2.5 Scalability and Performance:

We will promote the significance of scalability in technology solutions. The maintenance and support objectives will include planning for future growth and ensuring that the portals can handle increasing user loads without compromising performance. This might involve optimising databases, caching mechanisms, and server resources.

1.1.2.6 Continuous Updates and Upgrades:

This will focus on the importance of continuous updates and upgrades. The maintenance team will regularly release new features, enhancements, and patches to align the portals with evolving user needs and technological advancements.

1.1.2.7 Emergency Response:

Rapid response to critical issues is essential in maintaining the credibility of government digital portals. The objectives will include establishing protocols for emergency response, minimising downtime, and providing timely communication to stakeholders during incidents.

1.1.2.8 Analytics and Insights:

Our approach and methodology promote extracting valuable insights from user interactions with the portals. This data-driven approach can guide decision-making for future enhancements, features, and improvements.

1.1.2.9 Cost Efficiency:

Maintenance and support objectives will focus on achieving cost efficiency through streamlined processes, automation, and resource allocation without compromising quality.

1.1.2.10 Training and Documentation:

The objectives will ensure that the municipality's staff can handle routine tasks and minor issues without external assistance. This can be achieved through comprehensive training programs and readily accessible documentation.

1.1.2.11 Stakeholder Communication:

A key objective is clear and effective communication with stakeholders, including government officials and citizens. Regular updates on maintenance activities, planned upgrades, and overall portal health can help build trust and transparency.

1.2 Support and Maintenance Matrix

REH has an Online support ticketing system and a call centre or help desk that operates 24 / 7, 8 / 5, or 8 / 5, augmented by standby services. The approach aims to incorporate the current COJ service model. The advanced solution support and maintenance consist of the following services and named resourced as detailed in the table below: (1st line, 2nd line and 3rd Line Support):

Support Overview:

		Development Team	Support Team			
Case management (Ombudsman)	Dynamics 365	3	1st Line Support (Call Centre) 2	2nd Line Support (on - Site) 4	3rd Line Support (Support Centre) 4	Abu Project Manager Lerato Account Manager and Business Analysis Mailbongwe Business Analysis
SMME Reseller Portal (MTC)	Dynamics 365	3				
SMME Reseller Mobile		3				
Investment Portal (DED)	Dynamics 365	3				
Informal Trader (DED)	Dynamics 365	3				
Enterprise Development with Business Operation Portal (DED)	Microsoft Power BI Dynamics 365	3				
Re-Architecture of Platform -Building of Modules • Outdoor Advert (DP) • Fiber Services • Waste Removal • Housing Services • Property Evaluation Services • Electrical Power Services • Recreational Park Services						

Figure 1: Support Channel Outline

1.2.1 Support Channels

Support will be provided through the following channels:

a) Email Support:

Email Address: support@rifumoholdings.co.za

This will be a designated email address for the support team, with a dedicated team or person responsible for monitoring and responding promptly to these emails.

b) Helpdesk Ticketing System:

Link: <https://www.rifumoholdings.co.za/support/>

This will be a helpdesk ticketing system to submit support requests and provide a high-level view for tracking, prioritising and managing incoming support tickets effectively.

c) Phone Support:

Support line: 011 077 3500.

A dedicated line will enable users to call in for immediate assistance.

d) Knowledge Base:

This will involve the development of a knowledge base or FAQ section that will include common issues, troubleshooting steps, and answers to frequently asked questions.

1.2.2 Support Availability:

Support will be available during the following hours:

a) Standard Support Hours:

Based on the local time in South Africa, the proposed standard support will be from Monday to Friday, 8:00 to 16:00.

b) Extended Support Hours (Optional):

This will be optional and can be discussed in the contracting stage.

c) Emergency Support (Standby):

These critical issues severely impact a user's ability to use the portals. A mobile contact number of the technical resource on standby will be shared through a standby roster (circulated at the beginning of each month). An emergency process is to be shared.

d) Support Channels Availability:

The availability of each support channel based on item 3:

- Email support: Available during standard support hours.
- Phone support: Available during standard support hours.
- Helpdesk ticketing system: Accessible 24/7, but responses will be provided during standard support hours.

e) Out-of-Office and Holiday Notices:

All out-of-office or unavailable support team members due to public holidays, conferences, or other reasons will be communicated 24 hours in advance. The ticketing system will be available to log calls, and automated responses will inform users of the unavailability and when they can expect a response.

1.3 Initial Response Time

The Rifumo Support commits to acknowledge receipt of a support request as follows:

#	Channel Used	Acknowledgement Time	Communication Method
1	Email Support	10 – 30 min	Email
2	Helpdesk Ticketing System	10 – 20 min	System Generated Output
3	Phone Support	10 – 30 min	Email

Table 1: Issue Response Times per Support System.

1.4 Support Levels

1.4.1 1st Line Support:

First line support, often referred to as "frontline support" or "helpdesk support," will be the initial point of contact for users seeking assistance. Here are the daily activities associated with first line support:

1. **User Interaction:** Interact with users through various channels (phone, email, chat) to receive, log, and prioritise their technical issues and inquiries.
2. **Issue Triage:** Assess the reported issues to determine the urgency and impact on users' productivity.
3. **Basic Troubleshooting:** Follow predefined scripts and guidelines to assist with common and straightforward technical problems immediately.
4. **Issue Resolution:** Resolve minor issues, such as password resets, software installations, and configuration adjustments.
5. **Documentation:** Accurately document all interactions, troubleshooting steps, and resolutions in the ticketing system.
6. **Escalation:** If an issue cannot be resolved at the first line level, escalate it to second line support with comprehensive details for further investigation.
7. **User Education:** Offer guidance and explanations to users on how to prevent or address similar issues in the future.
8. **User Communication:** Keep users informed about the progress of their reported issues and expected resolution timelines.

1.4.2 2nd Line Support:

Second line support, also known as "technical support" or "application support," will cover more in-depth technical expertise. Here are the daily activities associated with second line support:

1. **Issue Investigation:** Analyse the information provided by first line support and perform an in-depth investigation to understand the root causes of reported issues.
2. **Advanced Troubleshooting:** Apply advanced technical skills and knowledge to diagnose and resolve complex technical problems that require deeper understanding.
3. **Remote Assistance:** If the issue cannot be resolved remotely, guide field technicians or end users on-site for proper troubleshooting.
4. **Knowledge Base Maintenance:** Update and expand the knowledge base with new troubleshooting procedures, workarounds, and solutions.
5. **Collaboration:** Coordinate with first-line support to share insights and updates on known issues and resolutions.
6. **Escalation:** If an issue remains unresolved, escalate it to third-line support or other specialised teams with comprehensive documentation.
7. **Communication:** Keep users and stakeholders informed about the progress of escalated issues and anticipated resolutions.

1.4.3 3rd Line Support:

Third line support, often called "escalation support" or "specialist support," will address the most complex and specialised technical challenges. Here are the daily activities associated with third line support:

1. **Advanced Investigation:** Conduct in-depth analysis of escalated issues, often involving intricate technical environments and rare scenarios.
2. **Complex Troubleshooting:** Develop and implement complex solutions, often involving code level debugging, system reconfigurations, or database adjustments.
3. **Bug Fixing:** Identify and address software bugs and defects that require code modifications and testing.
4. **Performance Optimization:** Fine-tune systems and applications to enhance performance, scalability, and efficiency.
5. **Collaboration:** Collaborate closely with developers, system administrators, and other specialised teams to resolve complex issues.
6. **Documentation:** Thoroughly document complex solutions, including step-by-step procedures and technical details.
7. **Feedback Loop:** Provide feedback to the second line support team regarding recurring issues or areas for improvement in troubleshooting processes.

1.5 Issue Management Procedure

A formal process will be employed to track and resolve support issues. The following general procedure will be used to identify and manage support issues:

1. Identify.
2. Document.
3. Assign Responsibility.
4. Monitor and Report Progress.
5. Communicate Issue Resolution.

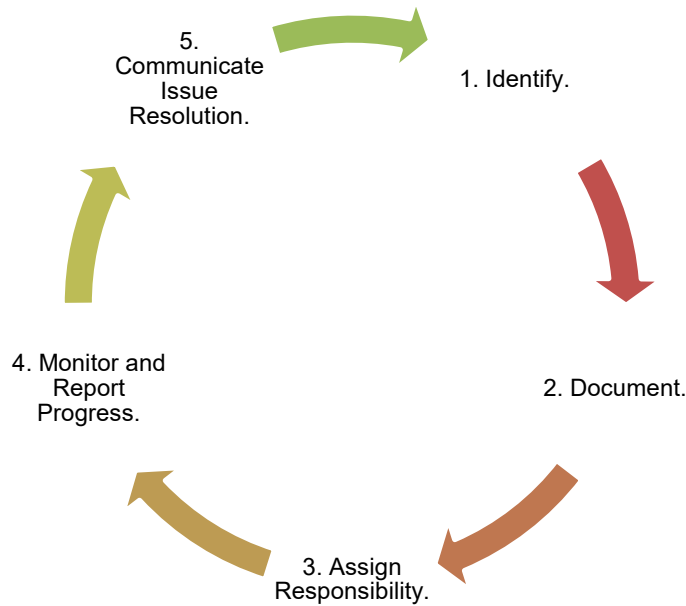


Figure 2: Issue Management Process.

1.6 Change Control

During the delivery of the scoped services, items might arise that are outside the scope of work contemplated by either party. To address such items so that they are given proper consideration and to increase the probability that project scope is carefully managed, and costs are contained, Rifumo will employ a formal change control process.

The proposed change control process that Rifumo will employ is as follows:



Figure 3: Change Control Process

2 Pricing Summary.

The pricing for this project has been thoughtfully structured to align with your budgetary considerations and strategic objectives. We believe in delivering value for your investment, and our pricing reflects our commitment to providing cost-effective, high-quality solutions. Further pricing details are provided in the following section.

As part of our commitment to excellence, we have chosen Microsoft Azure Marketplace as our platform for these portals. Microsoft Azure is renowned for its robust and reliable cloud services, ensuring that you have a secure and scalable environment to deploy and manage these portals effectively. Our expertise in Microsoft Azure Marketplace guarantees a seamless experience throughout this engagement.

Our team's ICT, data, development, and analytics expertise ensures that the warranty outcomes are met and surpassed, resulting in seamless user experiences, robust security measures, and agile scalability. We stand behind our portals with a warranty that instills confidence in their long-term performance, fostering a productive and secure digital environment for all stakeholders.

2.1 Pricing Structure

2.1.1 SMME Reseller Portal

Description	Period (Years)	Unit Price/Month (Rands)	Total (Exc. VAT) (Rands)	VAT Amount (Rands)	Total (Inc VAT) (Rands)
Enhancements, Updates, Solution Support and Maintenance, including day to-day system administration	1	158 767,81	1 905 213,76	285 782,06	2 190 995,82
	2	158 767,81	3 810 427,52	571 564,13	4 381 991,65
	3	158 767,81	5 715 641,28	857 346,19	6 572 987,47

2.1.2 Business Portal

Description	Period (Years)	Unit Price/Month (Rands)	Total (Exc. VAT) (Rands)	VAT Amount (Rands)	Total (Inc VAT) (Rands)
Enhancements, Updates, Solution Support and Maintenance, including day to-day system administration	1	113 405,58	1 360 866,97	204 130,05	1 564 997,02
	2	113 405,58	2 721 733,94	408 260,09	3 129 994,03
	3	113 405,58	4 082 600,91	612 390,14	4 694 991,05

2.1.3 Enterprise Development Portal

Description	Period (Years)	Unit Price/Month (Rands)	Total (Exc. VAT) (Rands)	VAT Amount (Rands)	Total (Inc VAT) (Rands)
Enhancements, Updates, Solution Support and Maintenance, including day to-day system administration	1	176 912,71	2 122 952,47	318 442,87	2 441 395,34
	2	176 912,71	4 245 904,94	636 885,74	4 882 790,68
	3	176 912,71	6 368 857,41	955 328,61	7 324 186,02

2.1.4 Trade and Investment Portal

Description	Period (Years)	Unit Price/Month (Rands)	Total (Exc. VAT) (Rands)	VAT Amount (Rands)	Total (Inc VAT) (Rands)
Enhancements, Updates, Solution Support and Maintenance, including day to-day system administration	1	54 434,68	653 216,14	97 982,42	751 198,56
	2	54 434,68	1 306 432,28	195 964,84	1 502 397,12
	3	54 434,68	1 959 648,42	293 947,26	2 253 595,68

2.1.5 Informal Trader Portal

Description	Period (Years)	Unit Price/Month (Rands)	Total (Exc. VAT) (Rands)	VAT Amount (Rands)	Total (Inc VAT) (Rands)
Enhancements, Updates, Solution Support and Maintenance, including day to-day system administration	1	176 912,71	2 122 952,47	318 442,87	2 441 395,34
	2	176 912,71	4 245 904,94	636 885,74	4 882 790,68
	3	176 912,71	6 368 857,41	955 328,61	7 324 186,02

2.1.6 Case Management Portal

Description	Period (Years)	Unit Price/Month (Rands)	Total (Exc. VAT) (Rands)	VAT Amount (Rands)	Total (Inc VAT) (Rands)
Enhancements, Updates, Solution Support and Maintenance, including day to-day system administration	1	176 912,71	2 122 952,47	318 442,87	2 441 395,34
	2	176 912,71	4 245 904,94	636 885,74	4 882 790,68
	3	176 912,71	6 368 857,41	955 328,61	7 324 186,02

2.1.7 Help Desk Service Management

Description	Period (Years)	Unit Price/Month (Rands)	Total (Exc. VAT) (Rands)	VAT Amount (Rands)	Total (Inc VAT) (Rands)
Enhancements, Updates, Solution Support and Maintenance, including day to-day system administration	1	395 888,57	4 750 662,87	712 599,43	5 463 262,30
	2	395 888,57	9 501 325,74	1 425 198,86	10 926 524,60
	3	395 888,57	14 251 988,61	2 137 798,29	16 389 786,90

2.2 Pricing Consolidation

2.2.1 Total Portal Pricing (1 Year)

All Portals Description	Quantity (Months)	Total (Rands)
SMME Reseller Portal	12	1 905 213,76
Business Portal	12	1 360 866,97
Enterprise Development Portal	12	2 122 952,47
Investment Portal	12	653 216,14
Informal Trader Portal	12	2 122 952,47
Case Management Portal	12	2 122 952,47
Help Desk System	12	4 750 662,87
	Sub Total	15 038 817,15
	VAT	2 255 822,57
	Total	17 294 639,72

2.2.2 Total Portal Pricing (2 Years)

All Portals Description	Quantity (Months)	Total (Rands)
SMME Reseller Portal	24	3 810 427,52
Business Portal	24	2 721 733,94
Enterprise Development Portal	24	4 245 904,94
Investment Portal	24	1 306 432,28
Informal Trader Portal	24	4 245 904,94
Case Management Portal	24	4 245 904,94
Help Desk System	24	9 501 325,74
	Sub Total	30 077 634,30
	VAT	4 511 645,14
	Total	34 589 279,44

2.2.3 Total Portal Pricing (3 Years)

All Portals Description	Quantity (Months)	Total (Rands)
SMME Reseller Portal	36	5 715 641,28
Business Portal	36	4 082 600,91
Enterprise Development Portal	36	6 368 857,41
Investment Portal	36	1 959 648,42
Informal Trader Portal	36	6 368 857,41
Case Management Portal	36	6 368 857,41
Help Desk System	36	14 251 988,61
	Sub Total	45 116 451,44
	VAT	6 767 467,72
	Total	51 883 919,16

2.3 Validity Period

Unless otherwise stated in this document, the indicated costs and efforts are valid for a period of sixty (60) calendar days based on the proposal date. Beyond the indicated expiry date, the estimates will require confirmation or adjustment by Rifumo and Microsoft.

2.4 Warranty Period

Rifumo warrants the work governed under this Agreement and corresponding Work Order/s for a period of thirty (30) days from Sign-off and Acceptance by COJ, of the work completed for COJ or on go-live date.

2.4.1 Warranty Conditions

The warranty provided is specifically for any work completed (under the requirements defined within the Work Order), and that does not comply with:

- Approved specifications, or
- Approved change requests, or
- Written agreement between COJ and Rifumo.

2.4.2 Warranty Outcomes

Items covered under the warranty conditions outlined above will be fixed, changed, amended, or completed at Rifumo's cost.

3 Azure Marketplace

Microsoft and partners adhere to the General Procurement Guidelines that are issued by government not only as a prescription of standards of behaviour, ethics, and accountability which it requires of its public service, but also as a statement of the Government's commitment to a procurement system which enables the emergence of sustainable small, medium, and micro businesses which will add to the commonwealth of our country and the achievement of enhanced economic and social well-being of all South Africans.

3.1 Introduction to Microsoft Azure Marketplace

The Microsoft Azure Marketplace is an online store that offers applications and services either built on or designed to integrate with Microsoft's Azure Cloud. The products and services sold through the Azure Marketplace come from either Microsoft directly or its technology partners.

In accordance with the Azure marketplace procurement guidelines, the billing relating to applications and services transacts strictly via Microsoft and clients with an Enterprise Agreement (EA) and or Microsoft Customer Agreement (MCA) are empowered to procure solutions via the marketplace using the EA or MCA as a billing and procurement enabling agreement.

Technology partners solutions that are Microsoft Azure Consumption Commitment (MACC) compliant on the Microsoft Azure Marketplace, means that these solutions can consume Microsoft Azure prepayment through the MCA or, EA monetary commitment. This approach helps simplify clients purchase and payment management processes.

3.2 Microsoft Azure Marketplace: Enterprise Digital Portals

Rifumo currently has several applications available for purchase via the Azure Marketplace. These fall under our Enterprise Digital Portals

These include:

- Enterprise Digital Portals
 - Enterprise Development Portal
 - Business Central Portal
 - Informal Trader
 - Ombudsman
 - SMME Reseller Portal
 - Trade and Investment
- Smart E-Invoicing Portal

In addition, all our Enterprise Digital offers sole source solutions, which are MACC enabled and preferred Microsoft Solutions. The Microsoft Azure Consumption Commitment (MACC) is a contractual commitment that your organization may have made to Microsoft Azure spend over time. If elected by COJ, the procurement of our solutions will be consumed against the current MACC via the Microsoft Customer Agreement (MCA).

3.3 Azure Marketplace Guidelines

- The Microsoft Azure Marketplace works through an agency model which supports the following business process flow:
- The client signs the EA and MCA which is a purchase agreement with Microsoft.

- The client selects a specific solution for purchase from a technology partner on the Microsoft Azure Marketplace.
- In terms of the purchase via the EA and or MCA for Azure Marketplace solutions, Microsoft is responsible for billing, collections, tax payments and the payment to partner.
- It is therefore important to note that as per the Public Finance and Management Act of 1998 (PFMA) Microsoft and the Microsoft Enterprise Agreement (EA) and Microsoft Customer Agreement (MCA) are the contracting purchase agreement.
- The technology partner is responsible to set the price for its products, sets the terms of use, sets the requirement technology configuration, and provides technical support relating to such a product, solution, or service.
- Technology partners are therefore responsible for supporting their software whilst Microsoft is responsible for supporting the purchase, billing, payments, and subscription management experience as well as the overall Microsoft Azure platform.

3.4 Procurement Assumptions

- Any government department or entity which is a holder of a valid and binding Enterprise Agreement (EA) and or Microsoft Customer Agreement (MCA) and having followed its own internal procurement processes and approvals can directly procure additional products or services from the Microsoft Azure Marketplace.
- The process of appointing Microsoft technology partners is entirely at the discretion of Microsoft clients. This process should be conducted in line with each client's internal approval and/or procurement processes.
- In appointing any Microsoft technology partner, Microsoft clients should therefore have due regard to their own internal approval processes, and we recommend the partner appointment should be signed off by an appropriately delegated and/or authorized accounting officer in line with the PFMA.
- Microsoft does not influence or play any role in this process.
- Once a technology partner has been appointed, the client will have to enter into a separate agreement or alternatively an SLA with such a partner.
- This agreement is intended to regulate the use of third party licenses for the marketplace products and applications. Microsoft also allows technology partners to leverage our standard contracts or create custom terms and conditions per offering.
- If a client accepts these and buys a solution on marketplace his agreement outlines partner specific terms that relate to their product including the price, the terms of use and provides details of technical support relating to such a product. This agreement is directly between the purchaser on the marketplace and publishers' solutions.
- Therefore, clients must be cognizant that technology providers with solutions on Microsoft Azure Marketplace can either utilize the standard contract terms for Azure marketplace with custom amendments or create their own terms and conditions per marketplace solution It is the client's accountability to understand and accept these terms and conditions in line with your internal approval processes.

It is assumed by Microsoft, Rifumo that our joint client COJ has followed all approved procurement processes that comply with PFMA prior to purchasing from Microsoft the Microsoft Azure Marketplace offers on the Microsoft Azure Marketplace. If there is any uncertainty, please contact your Microsoft Account Executive and or Rifumo as your Appointed Microsoft Licensing Service Provider (LSP).

4 Acceptance

By signature of this proposal document, City of Johannesburg agrees that Rifumo Empowerment Holdings (Pty) Ltd may proceed with the work required and will be governed by the standard terms and conditions contained therein.

Signed at _____ on this the _____ day of _____ 202__

For: **City of Johannesburg**

Duly authorised to so sign.

Name: _____

As Witness:

Name: _____

Signed at _____ on this the _____ day of _____ 202__

For: **Rifumo Empowerment Holding (Pty) Ltd**

Duly authorised to so sign.

Name: _____

As Witness:

Name: _____

5 Terms & Conditions

5.1 Introduction

These are standard Terms of Business, which would constitute the entire agreement between the Parties.

For purposes of these terms the following words shall have the provided meanings:

1. "AFSA" shall mean the Arbitration Foundation of Southern Africa, or its successors in title.
2. "Applicable Laws" shall mean all national, provincial, local and/or municipal legislation, regulations, statutes, by-laws, ordinances, guidance notes, Consents and/or laws of any relevant Governmental Authority and/or any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the activities or the engagement between the Parties as contemplated under this Contract.
3. "Business Day" shall mean any day other than a Saturday, Sunday, or public holiday in the Republic of South Africa.
4. "Agreement Business Hours/Hours" shall mean the hours from 08h00 to 17h00 (South African time) on Business Days.
5. "Client" shall mean the client receiving the work.
6. "Confidential Information" shall mean any and all information relating to either Party's business information (technical, commercial, operational, financial) and business relationships including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, Intellectual Property and Personal Information, disclosed either directly or indirectly in writing, orally or visually and which the disclosing Party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Contract.
7. "Consent" shall mean any voluntary, specific, and informed expression of will in terms of which permission is given for the Processing of Personal Information as set out in Section 1 of the POPIA.
8. "Data" shall mean any data, including Personal Information as defined in the Protection of Personal Information Act, 2013 and referred to in the Promotion of Access to Information Act 2 of 2000 ("PAIA") and any other Applicable Laws.
9. "Data Subject" shall mean any natural or juristic person to whom the Personal Information relates as set out in Section 1 of the POPIA.
10. "Effective Date" shall mean the Signature Date of this terms, and in respect of each Project Work Order, the effective date stipulated therein, failing which it shall be the Signature Date of such Project Work Order.
11. "Information Officer" shall mean in the case of a juristic person: the chief executive officer or equivalent officer of the juristic person or any person duly authorized by that officer; or the person who is acting as such or any person duly authorized by such acting person.
12. "Intellectual Property" shall mean all work product generated by each Party including, but not limited to, any and all information, notes, material, drawings, records, diagrams, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets; and includes the various methodologies, procedures, processes and techniques, models (including, without limitation, function, process, system and data models),

templates, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems which each Party has created, acquired or otherwise has rights in.

13. "Parties" shall mean the parties to this Agreement collectively, and "Party" means either one of them individually, as the context requires.
14. "Personal Information" shall mean any personal information as defined in the Protection of Personal Information Act 4 of 2013 relating to an identifiable, natural or juristic person, including information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, online identifier or other particular assignment to a person, location information, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as the personal opinions, views or preferences of the person correspondence sent by a person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence or the views or opinions of another individual about the person and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person as set out in Section 1 of the POPIA.
15. "Processing" shall mean any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including- the collection, receipt, recording, organizations, collation, storage, updating or modification, retrieval, alteration, consultation or use; dissemination by means of transmission, distribution or making available in any other form, or merging, linking, as well as restriction, degradation, erasure or destruction of information as set out in Section 1 of the POPIA.
16. "Project" shall mean a project or other Client engagement and its associated scope of work, as described in a Project Work Order.
17. "Project Work Order" shall mean the document signed by the Parties describing the details about a specific Project to be undertaken by the Parties including, without limitation, any additional terms and conditions applicable to that Project.
18. "Project Manager" shall mean the individual appointed from time to time to be responsible for the overall planning, supervision, and control of a Project Work Order.
19. "Services" shall mean the services to be provided by the Parties in terms of the Projects as detailed in the Project Work Orders executed by the Parties from time to time.
20. "Service Provider" shall mean Rifumo.
21. "Signature Date" shall mean in respect this Contract or any Project Work Order, the date that the last Party signs.
22. "Subcontractor" shall mean the Party designated as such in a Project Work Order.

5.2 Applicability of these Terms of Business

1. These Terms of Business apply to the provision of any of the Services provided by Rifumo to the Client.
2. These Terms of Business are applicable to the Client, its officers, directors, employees, affiliates, agents, representatives, or sub-contractors. It is the responsibility of the Client to ensure that the Client's officers, directors, employees, affiliates, agents, representatives, sub-contractors are made aware of the terms of the Contract

5.3 Access and Use

1. The Client will be granted a non-transferable license to access Services and use the Service and Products, as provided for in the relevant Agreement and Appendices thereto.
2. The usernames, passwords, and PIN numbers (if applicable) of Authorised Users are personal to the individual Authorised Users and the Client and the Authorised Users undertake not to allow any person other than the relevant Authorised User to access or use the Services or Products using such username, password, and PIN number (if applicable).

5.4 Confidentiality

1. Neither Party shall at any time disclose, directly or indirectly, to any other person whatsoever (including to the public or any section of the public) any information concerning this Contract or any other information of any nature whatsoever concerning the other Party or any company affiliated with the other Party, including but not limited to, its customers, employees or plans, or any other matter regarding the internal affairs of the other Party or its affiliates whether such information or matter is stated to be confidential or not, without the express written permission of the other Party (collectively, "Confidential Information").
2. This covenant is given by each Party on its behalf and each Party also undertakes to ensure that it will take all reasonable steps to enforce obligations in like form against its directors, shareholders, representatives, agents, and employees.

5.5 Service Standards

1. Rifumo is committed to always provide the Client with access to a high-quality Service and the highest quality of support to meet the Client's needs.
2. If at any time the Client believes that Rifumo's Services or the Products could be improved, or is dissatisfied with any aspect thereof, Rifumo requests the Client to raise the matter immediately with representative responsible for this Contract or with the director in charge of the Service. In this way Rifumo can ensure that Client's concerns are dealt with properly and promptly.

5.6 Rifumo's Responsibilities

Rifumo is responsible for:

1. Granting access to the Services and/or Products to the Client and its Authorised Users on the basis set out in the relevant Agreement; and
2. Provision of training and support on the basis set out in the relevant Agreement.

5.7 Permissible Uses

The Client may:

1. Only use the Services and Products for purposes of its internal business and as provided for in the Agreement.
2. Customise, manipulate, analyse, reformat, print and/or display for its internal use the reports generated by the Services or Products including the information contained in such reports); and
3. Only permit access to and use of the Services and Products to Authorised Users.

5.8 Third-party Products, Equipment and Operation

1. The Client will ensure that it and all Authorised Users using the Products hold valid and current licences entitling them to use such Rifumo and third-party Products and that they will abide by the terms of any such license agreements when accessing and using the Products.
2. The Client is required to acquire and maintain all telephone and other equipment required to access the Products (at its own cost).
3. The Client is responsible for operating its own equipment and to familiarise itself with the information available through the Products.

5.9 Impermissible Uses

The Client agrees that it and the Authorised Users are not permitted to:

1. De-compile, reverse compile, disassemble or print the source code nor derive, nor attempt to derive the source code of the Software;
2. Attempt to modify, enhance or alter the Software or any part thereof, or permit others to do so;
3. Copy, adapt, rent, lease, sub-license, resell, broadcast, publicly distribute or publicly display, transfer possession, or ownership, or provide right of access and use of the Services and/or Products and/or reports generated by the Products (including the information contained therein) and/or any related documentation, user manuals, products, services, data or other information or parts thereof, obtained from Rifumo to any third-party; and
4. Remove, alter, or obscure any copyright, legal, proprietary, or other notices on the Rifumo Products and or third-party Products.

5.10 Fees and Payments

1. Payment terms are strictly 30 days from date of invoice. Invoicing will happen monthly and will be based on fixed amount for the month, work completed as per the timesheets or based on the last two sprints for the billing month. Invoicing will happen monthly and will be based on the fixed amount for the month, work completed as per the timesheets or based on the last two sprints for the billing month.
2. Unless otherwise specified, all fees and expenses set out are exclusive of Value Added Tax (VAT) and other statutory fees and charges. The Customer shall pay all VAT and any other such fees and charges that may be payable on such fees and expenses.
3. If any quote, agreement, or piece of work is subject to licensing that comprises foreign exchange rates or is based on foreign 3rd party licenses, Rifumo has the right to re-negotiate prices with clients should the exchange rate increase by more than 10% of the agreed amount.
4. All amounts which are required to be paid to Rifumo and which are not paid on the due date shall bear interest at the current prime rate per month. The said interest shall be calculated monthly in arrears from the due date of payment and shall be compounded.
5. Rifumo may suspend any or all of the Services or supply of Products on seven (7) days written notice to Customer if any payment is overdue by more than seven (7) days and may require payment in advance for future supply of Products or provision of Services.
6. Rifumo shall issue the Client with the relevant credit and debit notes in circumstances contemplated in Section 21(1) of the VAT Act. The credit and debit notes will contain all the particulars contemplated in Section 21 of the VAT Act, as the case may be.
7. Rifumo will apply an automatic 6% escalation annually to all charges including hourly rates, maintenance charges and all other quoted items. Rifumo reserves the right to charge a

higher CPI increase should CPI increase significantly or if any suppliers change their increases.

5.11 Copyright and Intellectual Property Rights

1. All Intellectual Property belonging to either of the Parties shall remain the property of such party and the other Party will not acquire any right, title, or interest in and to such Intellectual Property.
2. Where the Client has a licence to use Products, such license is granted on a non-exclusive and non-transferable basis.
3. Each party agrees that it shall not duplicate, reverse assemble, decompile, reverse engineer, or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure, or organisation) from any such Intellectual Property which constitutes computer software, except as specifically authorised in writing by the Party owning such property. Such conduct will entitle Rifumo to immediately terminate the relevant Business Agreement.
4. Neither party shall in any manner alter, remove, or affect the display of the respective Intellectual Property rights notices (and disclaimers) of the other party and/or their vendors and licensors without the prior written approval of the other party, and their vendors or licensors where applicable; and
5. Neither party may use the other party's Intellectual Property, trade names, logos or any derivative or component thereof without the prior written approval of the other party.
6. If the Services or any component thereof becomes, or in Rifumo's reasonable opinion is likely to become, the subject of an Intellectual Property infringement claim or proceeding, Rifumo shall use reasonable efforts to secure the right to continue providing the Services and/or for the Client to continue using the Services. In the event that despite reasonable efforts, this cannot be accomplished by Rifumo, Rifumo shall discontinue the affected part of the Services and Rifumo's charges shall be equitably reduced to reflect the reduction in the value of the Services to the Client, provided that the aforementioned remedies shall be the Client's sole remedies in respect of any such intellectual property infringement claim.

5.12 Data Usage and Protection

1. Rifumo and the Client shall comply with all Data use and Data protection requirements as may be applicable to the engagement between the Parties, as dictated by Rifumo's Data protection policies in force from time to time, and any applicable legislative requirements and the Data use and Data protection requirements as specified in the Project Work Orders hereto.
2. The Parties warrant that it will Process Personal Information submitted to it by the other strictly within the bounds of the instructions received from the Client. Any potential further Processing will be communicated to the other Party and will only be done upon receiving written Consent from the other Party.
3. The Parties warrant that Personal Information submitted to it is treated as Confidential Information and will not be disclosed to third parties without the prior Consent of the other Party unless the disclosure is required by law or in the course of the proper performance of Rifumo's duties under this Contract. For further information regarding the Parties' privacy practices, the Parties are encouraged to familiarise themselves with each other's Data protection policies that are in force from time to time.
4. The Parties acknowledge and accept that the other may have to disclose, share or transfer Personal Information to third parties and in the event of subcontracting, as part of the engagement agreed upon between the Parties and performance of its obligations in terms of this Contract. and any Project Work Orders.

5. The Parties will retain Personal Information only for as long as the purpose for which the Personal Information is collected remains in respect of this Contract and the Project Work Orders, or as required by law.
6. The Parties warrant that they are authorised to submit any Personal Information under their control to each other and that they are each able to provide proof thereof.
7. Each Party will indemnify, defend, and hold harmless the other and its directors, officers, employees, contractors or agents and sub-contractors, against any and all Data Subjects and third-party claims and actions related to the unlawful Processing of Personal Information for the duration of this Contract.

5.13 Data Protection Rights and Notifications

1. Data Subjects have certain rights in respect of their Personal Information. In particular:
 - a. **Withdrawal of Consent:** Data Subjects may withdraw their Consent at any time by sending a written request to the relevant Information Officer. Upon receiving notice that the Data Subject has revoked his/her/their Consent, The Parties will stop Processing the Data Subject's Personal Information within a reasonable time, which will vary depending on what information has been collected and for what purpose, and the Data Subject will receive a confirmation email from the relevant Party stating same.
 - b. **Access or obtain a Copy of Personal Information:** Data Subjects have the right to examine any of their Personal Information held by the Parties. In order to do so Data Subjects may send a written request to the relevant Information Officer. As per the Promotion of Access to Information Act, 2000 ("PAIA"), The Party holding the Personal information may charge a nominal fee should the Data Subject request any physical records.
 - c. **Update, Modify, Rectify, Erase:** the Personal Information that the Parties hold on the Data Subject; and
 - d. **Object:** to the Processing of the Data Subject's Personal Information or Restrict or stop the Parties from Processing any of the Personal Information which it holds on the Data Subject, including by withdrawing any Consent previously given for the Processing of such Personal Information.
2. The Parties undertake to notify each other immediately of:
 - a. Any request from a Data Subject which results in a Party's obligation to cease Processing certain Personal Information;
 - b. Any instance in which one of the Parties is obligated to assist the other with enforcing a Data Subject's rights as set out in the Protection of Personal Information Act, 2013 or any other Applicable Laws;
 - c. Any instance that would render either of the Parties unauthorised to continue Processing certain Personal Information of Data Subjects.
3. The foregoing notwithstanding, neither Party assumes any responsibility for the accuracy, completeness, or integrity of the Data which either of the Parties stores, collects, collates, mines, transmits, alters or Processes and the Parties accordingly indemnify each other against any loss or damage which either Party may suffer as a result of any incomplete, incorrect, or corrupt Data generated through the Parties' engagement with each other.
4. The Client agrees to indemnify and hold harmless Rifumo and its directors, officers, employees, contractors or agents and sub-contractors from any and all third-party claims, liabilities, against loss, damages, costs, or expenses (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding relating to the unauthorised use and processing of Personal Information as defined in any applicable data protection law of any third party.

5.14 Information Officer

1. The Protection of Personal information Act, 2013 (“POPIA”) places a duty on Rifumo to appoint an Information Officer.
2. Rifumo has appointed Nkosana Tshabalala as Information Officer, whose contact details are: nkosana@rifumoholdings.co.za (email).
3. The duties of the Information Officer under the Applicable Laws are:
 - a. Liaising with the Client when it enquires about Personal Information of Data Subjects.
 - b. Assisting the Client with any requests and enforcing Data Subject rights in respect of the Client’s or the Data Subjects’ Personal Information;
 - c. Making sure that Rifumo is compliant with the Applicable Laws and that Rifumo Processes Personal Information under its control in accordance with this Agreement.
4. In the event that the Client or a Data Subject wishes to enforce any of the above rights, such request should be submitted via email to Rifumo’s Information Officer. Furthermore, the Client and the Data Subjects have the right to lodge a complaint with the South African Information Regulator.

5.15 Indemnities and Limitations

1. The Client agrees to indemnify and hold harmless Rifumo and its directors, officers, employees, contractors or agents and sub-contractors from any and all third-party claims, liabilities, against loss, damages, costs, or expenses (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding relating to the use of Rifumo’s Services, information, and/or Products that is based on the Client’s or its Representatives’ conduct, action, or inaction.
2. Rifumo assumes no responsibility for the accuracy, completeness, or integrity of the data which the Client stores, collects, collates, mines, transmits, alters or processes utilising the Services and/or the Products. The Client agrees to indemnify and hold harmless Rifumo and its directors, officers, employees, contractors or agents and sub-contractors from any and all third-party claims, liabilities, against loss, damages, costs or expenses (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding relating to the use of Rifumo’s Services or Products, which Client may suffer as a result of any incomplete, incorrect or corrupt data generated by, from or using the Services and/or the Products.
3. Neither Party shall be liable, whether in contract, delict or otherwise, for any indirect or consequential damages including, but not limited to, loss of data, loss of profits, loss of custom, and/or business foregone, whether foreseeable or not, and whether or not in the contemplation of the Parties at the time of the conclusion of an agreement, arising from or in connection with this Contract.
4. The aggregate liability of each Party to the other, whether in contract, delict or otherwise, shall not exceed the total amount payable by the Client to Rifumo in terms of this Contract except if caused by gross negligence or wilful misconduct.
5. Rifumo will not be liable to the Client, or any assignee or third party claiming through or on behalf of the Client for any punitive damages whatsoever or for any consequential or other loss or damages beyond the maximum liability specified.
6. Any claims, howsoever arising, must be commenced formally by service of court summons or process initiating arbitration proceedings within three years after the Party bringing the claim becomes aware (or ought reasonably to have become aware) of the facts which give rise to the claim and, in any event regardless of the knowledge of the claimant, by no later than three years after the date of any alleged breach of contract, delictual act or other act or omission giving rise to a cause of action. This expressly overrides any statutory provision, which would otherwise apply.

7. Section 1 of the Apportionment of Damages Act, 1956, will apply to all claims between Rifumo and the Client and that “breach of contract or gross negligence” and “damages” or “losses” as used herein shall be deemed to fall within the meanings of “fault” and “damage” as contained in Section 1 of the Apportionment of Damages Act, 1956.
8. Rifumo alone will be responsible for the fulfilment of its obligations in terms of the Contract. By entering into the Contract, the Client agrees that it will not bring any claim in respect of or in connection with the Contract, whether in contract, delict or otherwise, against any Rifumo entity, or against any of the directors, partners, employees, agents or sub-contractors of Rifumo or any other Rifumo entity.
9. Rifumo accepts no third-party claims for damages of any nature arising from this Contract. For the avoidance of doubt, the term “third-party” includes Authorised Users.
10. The aggregate liability of each party to the other, whether in contract, delict or otherwise, shall not exceed the total amount payable by the client to the Company in terms of this agreement except if caused by gross negligence or wilful misconduct.

5.16 Termination and Suspension

1. Rifumo shall be entitled to suspend Services where Client is in breach of any material aspect of the Agreement and these Terms and fails to remedy such breach after being given thirty (30) days’ notice to remedy the breach. Rifumo may terminate any Service(s) under these Terms should Client be in breach of any material aspect of such Service(s) and fails to remedy the breach after being given thirty (30) days’ notice to remedy the breach.
2. Either Party shall be entitled to terminate this Contract at any time, by providing to the other Party thirty (30) days’ prior written notice of such intention to terminate, provided that the provisions of this Contract shall continue to apply to any active Appendix until such Appendix is terminated.
3. Unless otherwise provided for therein, any Appendix may be terminated at any time on thirty (30) days’ written notice by Rifumo. Any termination of such Appendix shall not affect the operation of the remainder of this Contract.
4. Rifumo shall be entitled to terminate this Contract, at any time and with immediate effect, without prejudice to any other rights it may have hereunder or in law, by providing the Client with notice of such termination if any of the following occur:
 - a. Other than for the purposes of reconstruction or amalgamation, the Client is placed under voluntary or compulsory winding up, judicial management or receivership or under the equivalent of any of the foregoing; or
 - b. The Client makes any arrangement or composition with its creditors generally, or ceases or threatens to cease to carry on business or disposes of any of its material assets other than in the normal course of business; or
 - c. The Client consolidates or merges with or into any entity; or
 - d. A substantial part of the Client’s property becomes subject to levy, seizure, assignment, or sale for or by any creditor or governmental agency.

5.17 Return of Information

1. In the event that this Contract is terminated as described herein, each Party shall forthwith return to the other all papers, materials, and other properties of the other then in its possession, save to the extent that these are needed to carry out the Services in respect of any active Appendix.
2. The Client may at any time on written request to Rifumo, require that Rifumo immediately return to the Client any of the data belonging to the Client and may, in addition, require that Rifumo furnish a warranty to the effect that upon such return, it has not retained in its possession or under its control, either directly or indirectly, any such data or material.

Alternatively, Rifumo shall, as and when required by the Client on written request to Rifumo destroy all such data and material and furnish the Client with a written statement to the effect that same has been destroyed. Rifumo shall comply with any request in terms, within seven (7) days of receipt of such request.

5.18 Electronic Communication

1. In connection with this Contract, Rifumo and the Client and the Authorised Users may wish to communicate electronically with each other. However, the electronic transmission of information, including downloading of files, cannot be guaranteed to be secure or virus- or error-free and consequently, such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Rifumo and the Client each recognise that systems and procedures cannot be a guarantee that transmissions will be unaffected by such hazards.
2. Each Party accepts these risks and authorises electronic communications between them.
3. Each Party agrees to use commercially reasonable procedures to check for the currently most commonly known viruses before sending information electronically.
4. Each Party shall be responsible for protecting its own systems and interests in relation to electronic communications and neither Party (in each case including their respective directors, partners, employees, sub-contractors or agents and in the case of the Client each Authorised User) will have any liability to each other on any basis, whether in contract, delict (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from or in connection with the electronic communication of information between them or their reliance on such information.

5.19 Monitoring

Rifumo reserves the right to and may from time to time, in order for it to monitor compliance with the terms of the Contract, monitor any and all information transmitted or received.

5.20 Disclaimers by Rifumo

1. The Products are provided “as is” and Rifumo makes no express or implied warranties whatsoever in relation thereto. Without limiting the generality of the foregoing:
 - a. Rifumo does not represent or warrant that the Services and/or the Products will meet the Client’s particular requirements but will meet the substantial requirements.
 - b. Rifumo does not warrant that the services will be error free, will be available on a continuous or uninterrupted basis or at any particular time, or will meet any particular criteria of accuracy, completeness, reliability, performance or quality, or the implied warranties of merchantability or suitability for a particular purpose; and
 - c. Rifumo does not represent or warrant that any reports or information that the Client or Authorised Users may access or download when using the Services or Products will be error-free, free from viruses or other harmful components.
2. Rifumo is excluded from liability for any of the following:
 - a. Any interruption or non-availability of the Services or the Products, or any systems failure, access failure, or any errors, inaccuracies or lack of completeness, reliability, performance, quality, merchantability or suitability for a particular purpose or the specific purpose of the Client;
 - b. Any errors, viruses, or other harmful components to which the Client or any third party or any Authorised User, or any documents, files, Products, hardware, or computer systems of any of the aforementioned parties are exposed as a consequence of using the website or the Products;

- c. Any unauthorised access to or alteration of transmissions of data (including, inter alia, Authorised User passwords) or of any material or data sent or received, or not sent or received by any Party which could not have been prevented by organisational security measures.

5.21 Force Majeure

1. Neither Rifumo nor the Client will be liable to the other for any delay or failure to fulfil their obligations under this Contract to the extent that any such delay or failure arises from causes beyond their reasonable control, including but not limited to an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war (declared or undeclared), civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature.
2. Should either Party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of thirty (30) days the Parties will consult with each other regarding the future implementation of this Contract. If no mutually acceptable arrangement is arrived at within a period of seven (7) days thereafter, either Party will be entitled to terminate this Contract forthwith on written notice.

5.22 Governing Law

1. This Contract will be governed by and interpreted in accordance with the laws of South Africa.
2. In the event of there being any dispute or difference between the Parties arising out of this Contract which cannot be resolved amicably by the Parties, the said dispute or difference shall, on written demand by either Party be submitted to arbitration in Johannesburg in accordance with the Arbitration Foundation of South Africa (“AFSA”) rules, which arbitration shall be administered by AFSA.
3. Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration. In this instance, any Party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than ten (10) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.
4. Any Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
5. Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

5.23 Cession and Assignment

1. This Contract and any part, share or interest herein and the rights and obligations of the Client are personal and may not be ceded, delegated, or assigned, let, or otherwise disposed of in any manner whatsoever without the prior written consent of Rifumo.
2. Any consent or approval required to be given by either Party in terms of this Contract will, unless specifically stated otherwise, not be unreasonably withheld.

5.24 Variation

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Contract will be of any force or effect unless in writing and signed by both the Parties.

5.25 Waiver

No waiver of any of the terms and conditions of this Contract will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, 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.

5.26 Severability

1. All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
2. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Contract shall remain of full force and effect.
3. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

5.27 Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Contract as at the date of signature of the Party last signing one of the counterparts.

5.28 Notices

All notices in terms of this Contract shall be in writing addressed to the registered address of the Party and shall be sent by prepaid registered post or shall be physically delivered. Posted notices shall be deemed to have been received on the 5th business day following posting.

Any written notice in connection with this Contract may be addressed to the Parties respective address as set out in the Contract.

In the case of **Rifumo Empowerment Holdings (Pty) Ltd** to:

Postal Address: Office B04FO02 - First Floor - Devon House
Florida Park
Roodepoort
1709
South Africa

Physical Address: 289C Ontdekkers Service Road, Property Park
Florida Park
Roodepoort
1709
South Africa

And shall be marked for the attention of the CEO.

In the case of the **City of Johannesburg** to:

Postal Address: _____

Physical Address: _____

Telefax No / Email: _____

And shall be marked for the attention of _____.

5.29 Cost

Each party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation, and implementation of this agreement.