

## SERVICE LEVEL AGREEMENT

Entered into by and between

### Truvelo Manufacturers (Pty) Ltd

a company duly incorporated under the laws of the Republic of South Africa, having its main place of business at Midrand, with registration number (1974/000024/07 )

(Hereinafter referred to as "Truvelo")

And

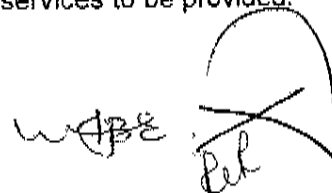
### Khara Hais Local Municipality

of South Africa situated in the Magisterial district of  
UPINGTON

(Hereinafter referred to as the "Customer")

#### PREAMBLE

- A. Truvelo is the designer, manufacturer, installer and/or supplier of Traffic Law enforcement equipment, which the Customer has purchased or is leasing / renting from Truvelo.
- B. The Customer is required to operate this equipment as per the requirements of the National Road Traffic Act, 1996 (ACT No. 93 OF 1996), the prosecution guidelines as issued by the Director/s of Public Prosecution from time to time, SANS 1795 Part 0 to 5 "Road traffic law enforcement systems" type approval specifications and the equipment manufacturer's instruction manuals.
- C. The Customer wishes to enter into an agreement with Truvelo whereby Truvelo will calibrate and maintain the Truvelo Equipment in proper working order.
- D. This agreement will regulate the terms and conditions of the services to be provided.



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## 1 DESCRIPTION AND SCOPE OF WORK

Truvelo shall provide services to the Customer as outlined in the proposal attached hereto as Annexure A and the Equipment is listed in Annexure D which form part of this Agreement.

## 2 ALTERATION / ADDITIONS TO WORK

Neither party may affect any change of whatever nature to the Scope of Work outlined in Annexure A and Annexure D and outlined in the proposal without the prior written approval of the other party.

## 3 COMMENCEMENT AND TERM

- 3.1 The work shall commence on the 01 October 2013
- 3.2 The Agreement shall be for a minimum period of thirty six (36) months, where after it may be terminated by either party by means of a three (3) months written notice to the other party.

## 4 CONTRACT FEE AND PAYMENT SCHEDULE

- 4.1 The fee, inclusive of all charges for the work to be done, shall be as fully described in Annexure B which forms part of this Agreement.
- 4.2 The amount for Rental & Maintenance price will as per tender no: TK016/2013.

## 5 CONTACT DETAILS

- 5.1 Verbal communication will be treated as advisory only.
- 5.2 Truvelo Equipment problems experienced or requests for training, support or the giving of expert evidence or any other formal / prescribed communication in terms of this agreement must be reduced to writing and forwarded to the contact numbers listed here below:

### 5.2.1 Truvelo:

5.2.1.1 by Telephone on 011 314 1405 or 073 0455 905,

5.2.1.2 by Fax on 011 314 1409 or 012 349 8523,

5.2.1.3 by Email on [support@truvelo.co.za](mailto:support@truvelo.co.za) or on [truvelo@mweb.co.za](mailto:truvelo@mweb.co.za)

Handwritten signature and initials, possibly 'wabe' and 'kel', with a large scribble above them.

5.2.2 The Customer: Khara Hais Municipality

5.2.2.1 by Telephone on \_054 338 7000.

5.2.2.2 by Fax on \_\_054 338 7350.

5.2.2.3 by Email on \_manager@kharahais.gov.za.

## 6 DUTIES OF TRUVELO

All work to be done in terms in this Agreement by Truvelo shall be fully described in Annexure A and the Equipment is listed in Annexure D.

## 7 DUTIES OF THE CUSTOMER

The Customer shall perform all duties as described in Annexure C.

## 8 GOOD FAITH

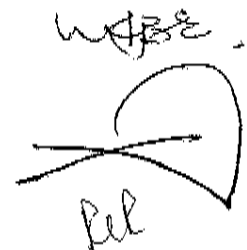
The parties shall act with the utmost good faith between each other in all matters concerning this Agreement and the parties shall use their best endeavours to ensure that the objectives of this Agreement are met and realised.

## 9 INDEMNIFICATION

Notwithstanding any provisions in this Agreement and whilst Truvelo warrants that it shall use its best endeavours to ensure that the work is of the highest standard, no warranty can be given by Truvelo in respect of the work and accordingly the Customer hereby agrees to waive all claims for any harm or loss, including consequential losses, which it may substantially have against Truvelo, its employees, agents, directors, mandatories and other persons connected in some way to such work, such claims having arisen from any cause whatsoever.

## 10 INTELLECTUAL PROPERTY

All copyright, title and interest in any document / design / product / material / procedure or process designed or devised by Truvelo in the course of this Agreement shall remain vested in Truvelo.

Handwritten signature and initials. The signature appears to be 'W. J. B.' and the initials below it are 'Rel'.

## 11 CONFIDENTIALITY

- 11.1 Both parties hereby undertake to keep confidential and not to disclose to any third party any restricted / confidential information. Further neither party shall make use of any of the confidential / restricted Information other than for the purposes for which the Information was disclosed. Without prejudice to the afore going the parties shall take and procure the taking of all reasonable steps to maintain the security over all the confidential / restricted Information.
- 11.2 The content of this agreement and all dealings / negotiations between the party in whatever manner related to this Agreement, will at all times be considered as restricted / confidential.
- 11.3 The provisions of this clause 11 shall survive the termination of this agreement and be binding, notwithstanding the termination of this agreement for whatsoever reason.
- 11.4 The obligations in terms of clauses 11.1 and 11.2 shall not apply to any information which is now or at any time becomes public knowledge otherwise than through a breach of any obligation contained in clause 11.
- 11.5 Both parties shall ensure that its employees are bound by the provisions of this clause 11.

## 12 VARIATIONS / AMENDMENTS

No variation or amendment of the terms and provisions of this Agreement shall have any force or effect unless same are reduced to writing and such amending document is signed by the parties.

## 13 BREACH

- 13.1 Should either party be in breach of any provision of this Agreement the aggrieved party shall by written notice give the offending party 10 (ten) business days in which to remedy the cause for complaint failing which the aggrieved party shall have the right to:
- 13.1.1 Grant the offending party further time to remedy the cause for complaint;
- 13.1.2 Apply to the Court for an order demanding specific performance with or without damages;
- 13.1.3 Cancel this Agreement and exercise such rights and remedies as are available to it in law;
- 13.1.4 Damages are however limited to:
- 13.1.4.1 Truvelo: - outstanding payments and the notice period,
- 13.1.4.2 The Customer: - one (1) month service fee.
- 13.2 Truvelo has the right, irrespective of any other right or remedy contained in this agreement, to withhold services and/or keep back Truvelo Equipment of the Customer should payment not be effected as stipulated in Annexure B.

## 14 LATITUDE

Any latitude or extension of time granted by one party to the other in respect of any provision in this Agreement shall not be deemed to be a waiver of any right that the

aggrieved party may have.

## 15 SEVERABILITY

In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable

## 16 FORCE MAJEURE

- 16.1 Neither party shall be in breach of its obligations in terms of this agreement by reason of any failure or delay in performing its obligations caused by anything beyond its reasonable control including, without restricting the generality thereof, fire, flood, storm, epidemic, earthquake, power supply irregularities, lightning, explosion or other disaster, accident, incident, unrest, war or act of war, blockade, trade embargo, government action, international sanctions, demonstration, protest, strike, inability or delays to source / obtain components or raw materials.
- 16.2 The parties shall use reasonable endeavours to alleviate any force majeure circumstances and endeavour to keep such circumstances to the minimum possible periods as circumstances permit.

## 17 ENTIRE AGREEMENT

This Agreement, including its Annexures, shall constitute the entire Agreement and no other conditions, warranties, stipulations or representations shall be binding on the parties.

## 18 SIGNATORIES

- 18.1 The signatories to this Agreement warrant that they are duly mandated and authorised to bind their respective employers, Truvelo and the Customer,
- 18.2 The respective authorisations and/or mandates shall be attached to this agreement.

**19 DOMICILIA**

The parties choose as their respective domicilium citandi et executandi for purposes of this Agreement as set out hereunder:

**Truvelo:**

Physical address:  
107 Packard Street  
Randjespark Ext.22  
Midrand  
1685

Postal address:  
P.O. Box 14183  
Lyttelton  
0140

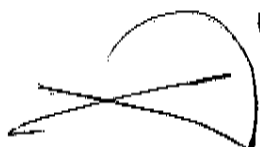
Fax: 011 314 2500  
Email: [finance@truvelo.co.za](mailto:finance@truvelo.co.za)

**The Customer:**

Physical address:  
\_\_\_\_\_  
Burgersentrum, Civic Centre\_\_\_\_\_  
Market Street\_\_\_\_\_  
UPINGTON, 8800\_\_\_\_\_

Postal address:  
\_\_\_\_\_  
Privaatsak X6003  
\_\_\_\_\_  
Private Bag  
\_\_\_\_\_  
UPINGTON  
8800\_\_\_\_\_

*wjbe.*

*Ref*  


Signed in ....., South Africa on the ..... day of ..... 20.....

\_\_\_\_\_  
(Signature of, or on behalf of Truvelo)

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

Signed in ....., South Africa on the ..... day of ..... 20.....

*W. Engelbrecht*

Signature of the Customer,  
duly authorised to sign agreements  
in terms of a mandate or resolution attached hereto

Witnesses:

*Petersburg*



## ANNEXURE A

### Description and Scope of Work:

#### 1 DEFINITIONS

- 1.1 **"Calibration"** means a set of operations, performed in accordance with a definite, documented procedure, which compares the measurements performed by an instrument to those made by a more accurate instrument or standard, for the purpose of detecting and reporting, or eliminating by adjustment, errors in the instrument tested by an accredited calibration laboratory;
- 1.2 **"Maintenance"** shall mean the testing, servicing, maintaining and/or repairing of Truvelo Equipment and/or replacement of parts or components carried out by Truvelo to ensure that the Truvelo Equipment is operating according to the manufacturer's and SANS 1795 type approval specifications and requirements;
- 1.3 **"Off-Site Support"** shall mean the support rendered by Truvelo at their premises in Midrand, South Africa;
- 1.4 **"On-Site Support"** shall mean the support rendered by Truvelo either at the premises of the Customer or at arranged premises in the general district of the Customer;
- 1.5 **"Truvelo Equipment"** shall mean the instruments, computers, software and permanent sites manufactured, installed and/or supplied by Truvelo as listed in Annexure D. Only this Truvelo Equipment will be calibrated and maintained by Truvelo in terms of this agreement.

#### 2 NORMAL SERVICES OFFERED

- 2.1 Regular or routine support:
- 2.1.1 Truvelo will maintain, calibrate, re-calibrate or partial calibrate, as the case may be, the Truvelo Equipment either On-Site or Off-Site, at the sole discretion of Truvelo, at regular 6 (six) or 12 (twelve) monthly intervals depending upon the equipment type and as determined by law.
- 2.1.2 For logistical reasons Truvelo will not perform this regular service at each and every Customer office or location but group the Truvelo Equipment, at the sole discretion of Truvelo, into various On-Site areas, centres or premises to be provided by the Customer for this purpose. The Customer shall transport the Truvelo Equipment to these pre-arranged areas at the pre-arranged date and time at the Customer cost. The Customer specifically agrees to this.
- 2.1.3 Regular On-Site support includes some of the following:
- 2.1.3.1 Six monthly Calibration of the relevant Truvelo Equipment and issuing of a Calibration certificate;
- 2.1.3.2 Annual Calibration of the relevant and existing Truvelo distance checking sites and issuing of a Calibration certificate;
- 2.1.3.3 Testing, repairing and/or replacing buttons, switches or connectors on front panels or display panels;
- 2.1.3.4 Testing, repairing and/or replacing minor faulty Truvelo Equipment components or parts;
- 2.1.3.5 Testing, repairing or replacing external Truvelo Equipment components or parts such as connecting cables, connectors, fuses and microphones.

- 2.1.4 Should it not be possible, for whatever reason, to perform On-Site calibration or maintenance, then Truvelo, at its sole discretion, will send or transport such Truvelo Equipment to Truvelo's premises in Midrand and arrange for its return.
- 2.2 Irregular or Ad-Hoc support:
- 2.2.1 Taking logistical, practical and operational requirements into consideration, Truvelo, at its sole discretion, will offer this irregular or ad-hoc support to the Customer in terms of this agreement.
- 2.2.2 Truvelo, at its sole discretion, will determine whether such services will be rendered either On-Site or Off-Site.
- 2.2.3 The Customer shall inform Truvelo about the problem experienced or support required in writing, including as much detail as possible in order to assist Truvelo with the problem assessment and/or support planning.
- 2.2.4 Truvelo will provide the Customer, were possible, with a time frame for the work to be completed, but shall not be bound by such a time frame.
- 2.2.5 Truvelo shall decide, at its sole discretion, on one of the following steps:
- 2.2.5.1 Provide the Customer with a time and date for a Truvelo Engineer or Technician to be On-Site, OR
- 2.2.5.2 Request the Customer to pack the faulty equipment and to protect it sufficiently for the intended journey, as set out in one of the Customer duties mentioned in Annexure C, for the transportation to Truvelo's premises in Midrand by a courier arranged by Truvelo, OR
- 2.2.5.3 Request the Customer to transport the faulty Truvelo Equipment to Truvelo's premises in Midrand in the Customer's own time and at the Customer's cost.
- 2.2.6 All major Truvelo Equipment maintenance shall be done Off-Site.
- 2.2.7 Off-Site Support services includes some of the following:
- 2.2.7.1 Truvelo Equipment microwave, laser, camera, lens or aiming problems
- 2.2.7.2 Truvelo Vehicle mounted Equipment and/or sensors and/or installation, re-installation or replacements thereof;
- 2.2.7.3 Truvelo Equipment hardware or software problems;
- 2.2.7.4 Faulty Truvelo Equipment screens or displays;
- 2.3 Site installation, re-installation, work and/or services:  
These services shall only commence once all of the following have been arranged and/or supplied by the Customer:
- 2.3.1 All necessary licenses, authorisations, permissions and DPP (Director of Public Prosecutions) site approvals,
- 2.3.2 Electrical power supply connection to site and data communication arrangements,
- 2.3.3 Road or lane closures and traffic safety control measures.
- 3 TRUVELO EQUIPMENT OPERATOR TRAINING
- 3.1 The Truvelo Equipment operator training will either be given On-Site or Off-Site, at the sole discretion of Truvelo,
- 3.2 If the Truvelo Equipment operator training is given Off-Site, Truvelo will arrange the training venue,

- 3.3 If the Truvelo Equipment operator training will take place On-Site, then the Customer will be responsible to arrange the suitable training venue including an overhead LCD-projector,
- 3.4 The training shall be limited to 10 officers in a session,
- 3.5 The training date/s shall be arranged to suit both parties,
- 3.6 The training included in the cost of this agreement shall be limited to a maximum of 4 (four) sessions per annum. If additional training is required, Truvelo will quote and charge for each additional training course.

#### 4 EXPERT EVIDENCE FOR COURT CASES

- 4.1 Truvelo will give expert evidence for the state when an accused disputes the functioning and/or operation and/or accuracy of the Truvelo Equipment, provided that:
- 4.1.1 The Truvelo Equipment was supplied, installed, maintained and calibrated by Truvelo;
- 4.1.2 The Truvelo Equipment was set-up, used and operated by a properly trained Truvelo Equipment Operator in accordance with the relevant National Road Traffic Act, the relevant Director of Prosecution's guidelines and the Truvelo Equipment manufacturer's operating instructions;
- 4.1.3 The court appearance dates have been mutually agreed upon to ensure Truvelo's relevant expert is available on the proposed court date;
- 4.2 Truvelo will provide such evidence at no cost to the Customer, provided that the occurrence and re-occurrences of such court dates are reasonable and are limited to a maximum of 4 (four) per annum. If the volume of court cases should exceed this number Truvelo will charge the customer for each additional court appearance.

#### 5 LIMITED PRODUCT REPLACEMENT SUPPORT

##### 5.1 Truvelo Equipment Batteries

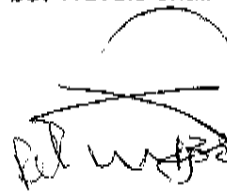
Although battery chargers and auxiliary circuits have been designed to ensure optimal charge and life expectancy from Truvelo Equipment batteries, Truvelo is not in control of the charging / discharging of batteries and therefore Truvelo limits the free of charge battery replacements in terms of this agreement to one set per instrument per annum.

##### 5.2 Piezo detector cables

Piezo detector cables have been designed for the specific purpose of wheel/axle detection and to be thin, non-obtrusive and strong. The life span of these detector cables also depends upon the operator care, installation surface, vehicle traffic type, volume and behaviour, all which are out of the control of Truvelo. Truvelo therefore limits the Piezo detector replacements to one set per instrument utilising this detector type per month.

#### 6 EXCLUDED SUPPORT SERVICES

- 6.1 Notwithstanding anything to the contrary contained in this agreement Truvelo shall only be responsible for maintenance that does arise from fair wear and tear during normal Truvelo Equipment use, as investigated and determined by Truvelo at its sole discretion.
- 6.2 Truvelo will maintain Truvelo Equipment that has sustained damage as a result of other causes such as accidents, vandalism, force majeure or improper use, but Truvelo shall quote and charge for this service separately on a case by case basis.



- 6.3 Repeated irregular or Ad-Hoc support request for the same or similar type of maintenance to Truvelo Equipment.
- 6.4 Repeated irregular or Ad-Hoc support request for maintenance to the same Truvelo Equipment.
- 6.5 Damage to Truvelo Equipment or failure of Truvelo Equipment to operate or operate properly, as investigated and determined by Truvelo at its sole discretion, as a result of;
  - 6.5.1 improper or inappropriate or incorrect or insufficient packaging or incorrect transportation, or
  - 6.5.2 incorrect or improper set-up, use or operation, or
  - 6.5.3 vandalism or Force Majeure, or
  - 6.5.4 installation, service, repair or maintenance not carried out by Truvelo or not authorised in writing by Truvelo, or
  - 6.5.5 parts or accessories connected to Truvelo Equipment which were not supplied by Truvelo or authorised in writing for use by Truvelo, or
  - 6.5.6 connection or installation of any hardware or software not supplied or authorised for use by Truvelo in writing, or
  - 6.5.7 changing of software or computer or network or communication settings without Truvelo's written authorisations or instructions, or
  - 6.5.8 computer, computer networking or data communication infrastructure or power supply failure, or
  - 6.5.9 computer usage for applications or purposes other than for normal Truvelo Equipment operation, or
  - 6.5.10 computer becoming infected or exposed to mal-ware, spy-ware, worms or viruses.
- 6.6 Assistance with Information Technology (IT) policies, processes and procedures, Back-Office systems or software, Network or Internet or Computer user-access and rights, Computer data back-up and archiving.
- 6.7 Supply or maintenance of Fire-wall, Anti-spam, Anti-virus, Mal-ware, Spy-ware or Data back-up hardware, software, components, parts, products or systems.
- 6.8 Integration into and/or interfacing with/to Third Party systems or software.
- 6.9 Assistance or support with NON Truvelo Equipment.

## ANNEXURE B

### Monthly Fees and Payment detail:

- 1 A monthly service fee of R 29,216.00 (Twenty Nine Thousand Two Hundred And Sixteen Rand Only) inclusive of VAT is payable as per the invoice of Truvelo.
- 2 Extraordinary support will be quoted and invoiced for separately on a case by case basis.
- 3 Terms of payment are strictly 30 days from date of invoice.
- 4 Payment will only be considered as paid once the amount reflects in Truvelo's bank account.

The Payment can be made by one of the following methods:

2. A cash or cheque deposit into Truvelo's bank account. The account details are given below here. A copy of the stamped bank deposit slip must be faxed or emailed to Truvelo at the address details given in paragraph 19 (Domicilia).
3. An electronic payment directly into Truvelo's bank account. The account details are given below here. The proof of payment must be faxed or emailed to Truvelo at the address details given in paragraph 19 (Domicilia).

Truvelo Bank Account details:

Truvelo Manufacturers (Pty) Ltd  
Account Number: 5104111 8138  
Branch Code: 26-15-50.

First National Bank  
Lake Centurion Commerce Branch  
P. O. Box 8099  
Centurion  
0046

## ANNEXURE C

### Duties of the Customer:

The Customer shall ensure that ;

- 1 Any assistance requested by Truvelo shall be given timeously to ensure that the terms and conditions of this Agreement can be met,
- 2 Certain Customer specialists assistance (for example IT personnel) is provided from time to time at no charge to Truvelo and at the request of Truvelo for proper execution of the support services offered,
- 3 Suitable facilities are made available as stipulated and/or requested by Truvelo from time to time in order to execute its support services,
- 4 The Truvelo Equipment is timeously and at the Customer cost transported to any arranged Site or premises in order for Truvelo to be able to execute the support services,
- 5 The Customer provides suitable protective packaging and pack faulty Truvelo Equipment at the request of Truvelo for transportation by an arranged courier to the premises of Truvelo in Midrand,
- 6 The Customer shall have the relevant insurance policies in place to cover for damage to Truvelo Equipment as a result of accident, transportation damage, vandalism, Force Majeure or improper/incorrect use,
- 7 The Customer shall ensure, that only skilled, properly trained and experienced operators will care for, handle, transport, set-up and use the Truvelo Equipment according to the National Road Traffic Act, the Director of Public Prosecution's guidelines and the Truvelo Equipment manufacturer's instructions and operating manuals,
- 8 Truvelo Equipment problems experienced or requests for support or any other formal / prescribed communication in terms of this Agreement must be reduced to writing and communicated as per the addresses given in paragraph 5 (CONTACT DETAILS),
- 9 It shall reach agreement with Truvelo prior to installation or re-installation of Truvelo Equipment regarding:
  - 9.1 Mutually acceptable Truvelo Equipment sites,
  - 9.2 The technical and operational requirements of the Truvelo Equipment and detectors/sensors,
  - 9.3 The prevailing road and traffic conditions, and
  - 9.4 The safety of the Truvelo Equipment, Site, Truvelo Equipment operators and Truvelo employees.
- 10 It shall be incumbent on the Customer to:
  - 10.1 arrange and/or obtain all necessary licenses, authorisations, permissions, approvals, electrical power connections, data communication, road or lane closures and traffic safety measures so as to enable Truvelo to fulfill its obligations in terms of this agreement for installation or re-installation of permanent Truvelo Equipment sites, and
  - 10.2 maintain the environment of the Truvelo Equipment site to ensure the Truvelo Equipment will operate properly and safely as per the Truvelo Equipment technical and operational requirements,

## ANNEXURE D

### List of Truvelo Equipment to be Maintained and/or Calibrated:

Only the following Instruments, Computers, Software and Permanent Sites listed in this Annexure will be included in this Service Level Agreement offered by Truvelo;

| INSTRUMENT          | SERIAL NUMBER | LOCATION                |
|---------------------|---------------|-------------------------|
| Laser Witness Light | LW 11036      | Khara Hais ( UPINGTON ) |
| D-CAM MOBILE        | Dcam 1060     | Khara Hais ( UPINGTON ) |
| T-BOSS SOFTWARE     | Dcam 1060     | Khara Hais ( UPINGTON ) |
| SHUTTLE PC          |               | Khara Hais ( UPINGTON ) |
| AUXILLIARY FLASH    |               |                         |
| PIEZO ACCESSORIES   |               |                         |
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| COMPUTER / SOFTWARE                         | LOCATION                |
|---------------------------------------------|-------------------------|
| VIEWING PC                                  | Khara Hais ( UPINGTON ) |
| SOFTWARE / HARDWARE FOR THE D-CAM OPERATION | Khara Hais ( UPINGTON ) |
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