

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") is made and entered into by and between **Gibgo Solutions (Pty) Ltd**, hereinafter referred to as "Service Provider," and **Kamogelo Khumalo**, hereinafter referred to as "Intern," a Computer Science student at the University of the Witwatersrand, Johannesburg.

---

1. Introduction

1.1 Purpose of the Agreement

This Service Level Agreement ("Agreement") is entered into to establish the terms and conditions under which **Gibgo Solutions (Pty) Ltd**, a private company duly incorporated and registered under the laws of the Republic of South Africa with registration number **2024/429807/07**, hereinafter referred to as the "Service Provider," shall provide services to **Kamogelo Khumalo**, an individual currently pursuing a degree in **Computer Science at the University of the Witwatersrand**, hereinafter referred to as the "Intern." This Agreement aims to define the scope of services, performance standards, and mutual obligations of the parties to ensure that the work product is developed to the satisfaction of the Service Provider and its founders.

1.2 Parties Involved

The parties to this Agreement are as follows:

- Gibgo Solutions (Pty) Ltd ("Service Provider"):** A private limited company incorporated under the laws of the Republic of South Africa, with its principal place of business at (**... address reserved ...**). Gibgo Solutions (Pty) Ltd specializes in creating and reselling software products used in marketing, and has agreed to oversee the services provided by the Intern as specified herein.
- Kamogelo Khumalo ("Intern"):** An individual currently enrolled in a **Computer Science degree at the University of the Witwatersrand**. The Intern has been engaged by the Service Provider to assist in the **development and production** of a work product as defined in this Agreement. The work product will be communicated by the founders of Gibgo Solutions.

1.3 Effective Date

The Effective Date of this Agreement shall be the date upon which the last party to this Agreement affixes their signature ("Effective Date"). From the Effective Date, the terms and conditions set forth herein shall be binding upon both parties, and each party shall be entitled to enforce their respective rights and obligations under this Agreement.

1.4 Term of the Agreement

The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in full force and effect until such time as the work product, as defined in **Section 2 (Development and Production)**, is completed to the satisfaction of the Service Provider and its founders. As there is no formal business proposal or software technical document yet, the work product will be defined and communicated directly by the founders of Gibgo Solutions during the course of the Agreement. The determination of the completion of the work product shall be at the sole discretion of the Service Provider, and the Intern agrees to be bound by the Service Provider's judgment in this regard. Upon completion of the work product, this Agreement shall automatically terminate unless otherwise extended or modified by mutual written consent of the parties.

---

2. Scope of Services

2.1 Service Description

The Service Provider, Kamo, shall perform the following services within the **Next.js application**, as directed by the Client or the founders of Gibgo Solutions. The scope of work includes, but is not limited to:

- API Development:**
  - Building and maintaining two specific API files as requested by the Client within the Next.js framework.
  - Ensuring the functionality, security, and scalability of the APIs to meet the project's requirements.

- **Payment Processor Integration:**
  - Implementing and integrating a payment processing system, such as **PayFast**, ensuring secure transactions, compliance with relevant financial regulations, and compatibility with the existing infrastructure.
- **Large Language Model Integration:**
  - Integrating a large language model (e.g., **OpenAI API**) into the application, ensuring efficient data flow, response handling, and seamless interaction between the model and the application's front-end and back-end.
- **Error Resolution:**
  - Fixing any API errors that cause malfunctions or prevent the system or its functionalities from operating as intended.
- **Wireframing and Documentation:**
  - Creating and updating program structure or flow documents to support efficient design and documentation of the code, specifically for the API functionalities and third-party integrations.
- **Code Management:**
  - Writing clean, well-documented code, including detailed comments to ensure readability and maintainability for future developers.
  - Refactoring code to improve performance, readability, and scalability, especially with respect to API and third-party integration functionalities.
- **User Interface (UI) Improvements:**
  - Enhancing the UI to ensure a smooth user experience when interacting with APIs (e.g., the payment process or language model queries), optimizing for functionality, and ease of use.
- **Research and Integration:**
  - Researching and incorporating appropriate **open-source libraries** to enhance the API functionalities and ensure optimal integration with the **PayFast** payment system and the **OpenAI** language model.
- **Development and Compatibility:**
  - Ensuring compatibility between the various libraries, environments, and tools being used for the APIs, under the guidance of the development oversight manager.
- **Front-end and Back-end Development:**
  - Performing any additional front-end and back-end tasks necessary to ensure the completion and smooth operation of the APIs, payment processor, and language model within the Next.js framework.

The Service Provider acknowledges that the scope of services may evolve based on the Client's or founders' requirements and agrees to deliver all services with the highest professional standards, care, and skill, following best practices in software development.

## 2.2 Exclusions

Notwithstanding the Service Provider's obligations as outlined in this Agreement, the following services are expressly excluded from the scope of this Agreement unless otherwise agreed to in writing by the Client:

- Any services not explicitly directed or approved by the Client or communicated through the founders.
- Hardware procurement or physical infrastructure setup, which shall be the responsibility of the Client or a third party as designated by the Client.
- Post-deployment maintenance or support services, unless otherwise specified in a separate agreement or addendum to this Agreement.

- Activities that fall outside the expertise or capability of the Service Provider, as determined by mutual agreement between the parties.

The Client retains the sole discretion to amend or extend the scope of services, provided that any such amendments are communicated in writing to the Service Provider and mutually agreed upon.

---

### 3. Performance Standards

#### 3.1 Service Level Objectives (SLOs)

The Service Provider shall adhere to the following Service Level Objectives ("SLOs"):

- **Scope of Services:** The Service Provider is required to perform all services as specified by the Client or as communicated through the founders, including but not limited to tasks such as **fixing API errors, wireframing, program structuring, improving the user interface, refactoring code**, and other front-end and back-end development tasks. The Client retains the exclusive right to amend, modify, or expand the scope of these services as necessary to ensure the work product is completed to the Client's satisfaction.
  - The Service Provider agrees to promptly and effectively comply with any such amendments, modifications, or additions, maintaining the highest standards of diligence, care, and performance as required by the Client.
- 

### 4. Responsibilities of Parties

#### 4.1 Service Provider Responsibilities

The Service Provider acknowledges and agrees that they are engaged as an independent contractor for the purposes of this Agreement and are not an employee of **Gibgo Solutions (Pty) Ltd**. The Service Provider shall be responsible for their own taxes, insurance, and any other obligations typically associated with contractor status. The Service Provider agrees to carry out the tasks and responsibilities as directed by the Client, based on instructions from the founders of Gibgo Solutions, to the best of their abilities and in accordance with the highest professional standards.

The **Intern** (Kamogelo Khumalo) is responsible for effectively managing and utilizing their team to ensure the work product is developed and delivered according to the Client's specifications. This includes delegating tasks, managing team collaboration, and ensuring the timely and efficient execution of the development process.

Upon completion of the work product to the satisfaction of the Client, this Agreement shall automatically terminate, and the Service Provider shall have no further obligations under this Agreement.

#### 4.2 Client Responsibilities

The Client (Gibgo Solutions) shall provide the Service Provider with clear and precise instructions as communicated by the founders. The Client is responsible for providing sufficient direction, guidance, and information necessary to complete the work product. Additionally, the Client agrees to compensate the Service Provider upon satisfactory completion of the work product, as determined at the sole discretion of the Client, in accordance with the terms set forth in this Agreement.

From here onwards, "**satisfactory completion of the work product**" means that, within the agreed deadline, a working version of the requested product or feature, as discussed between the Client and the Service Provider, is completed. In the event that the Service Provider anticipates being unable to meet the deadline, the Service Provider must notify the Client at least **24 hours or more before** the deadline, explaining the delay and estimating how much additional time will be required.

Valid reasons for requesting an extension may include, but are not limited to:

- Insufficient knowledge of a new library or the need for additional research to ensure compatibility with the current project.
- Academic commitments such as assignments or exams that require attention.
- Health-related issues or illness.
- Any other reasonable cause, subject to communication with the Client.

The Client agrees to compensate the Service Provider upon **satisfactory completion** of the work product as defined above, at the sole discretion of the Client, in accordance with the terms set forth in this Agreement.

**4.3 Joint Responsibilities**

Both the Service Provider and the Client agree to work collaboratively and in good faith towards the successful completion of the work product. This includes:

- **Frequent check-ins** to monitor progress, ensure alignment, and address any changes or challenges in the project scope.
  - Maintaining open lines of communication to promptly address any issues or concerns that may arise.
  - Working together to ensure that the objectives of this Agreement are met in a timely and efficient manner.
- 

**5. Remedies and Penalties**

**5.1 Penalty Clauses**

The Service Provider acknowledges and agrees that the timely and satisfactory completion of the work product is of critical importance under this Agreement. A series of **Effective Dates** for the completion of tasks will be communicated via written texts or emails, as agreed between the parties. If, at any point, the Client feels that the deadlines or timelines have been taken advantage of or unduly delayed, the Client shall have the right to enforce the penalty clause.

Should the Service Provider fail to deliver a work product that meets the Client's standards of quality and completion within two months from the first communicated Effective Date, or within any additional time granted at the sole discretion of the Client, the Service Provider shall forfeit any right to payment under this Agreement. The Client's determination of the adequacy and completeness of the work product shall be final and binding.

**5.2 Right to Terminate**

The **Service Provider** (Client) retains the full right to terminate this Agreement at any time, for any reason, at their sole discretion, provided that such reasons are just and legally/financially required. Termination shall be effective immediately upon the Client providing written notice to the Intern. Upon termination, the Intern shall immediately cease all work related to the Agreement, and the Service Provider shall have no further obligation to the Intern, including any obligation for payment, unless otherwise agreed in writing by both parties.

---

**6. Compensation and Payment**

**6.1 Monthly Payment**

The Employee, **Kamogelo Khumalo**, shall receive a monthly payment of **R1,000** (One Thousand Rand) for the services rendered under this Agreement.

**6.2 Payment Schedule**

The first payment will be made 30 days after the Effective Date of this Agreement, with subsequent payments to be made on the same day of each following month for the duration of this Agreement.

**6.3 Conditions of Payment**

Payment shall be contingent upon the satisfactory completion of the work product and compliance with the Service Level Objectives ("SLOs") as set out in this Agreement. The Client retains the right to withhold or adjust payment if the work product does not meet the required standards, as determined at the sole discretion of the Client.

---

**7. Amendments and Modifications**

**7.1 Procedure for Amendments**

The Service Provider (Gibgo Solutions) reserves the right to propose amendments or modifications to this Agreement. Any such proposed amendment or modification shall be provided in writing to the Intern for review.

Upon receiving the proposed amendments, the Intern shall have a period of **seven (7) days** to review and provide written feedback or raise any objections to the proposed changes. Both parties agree to negotiate in good faith to reach mutual agreement on the proposed modifications.

Should no feedback or objections be provided by the Intern within the seven-day period, the amendment will be considered accepted, and the Intern will be required to sign an updated version of the Agreement acknowledging the changes. However, the Intern will not be obligated to resign the Agreement unless mutual agreement on the changes is reached.

Failure to reach an agreement on the proposed amendments may result in the termination of this Agreement at the discretion of the Service Provider, with a **thirty (30) days' notice**.

---

## 8. Confidentiality

### 8.1 Confidential Information

The Service Provider acknowledges that all details pertaining to the work product, including but not limited to the design, development, specifications, methodologies, processes, and any related intellectual property, constitute confidential information ("Confidential Information"). The Service Provider agrees that this Confidential Information shall not be disclosed to any third party without the prior written consent of the Client, except as required by law or as necessary to perform the obligations under this Agreement.

### 8.2 Non-Disclosure Obligations

The Service Provider shall maintain strict confidentiality regarding the work product and any other information disclosed by the Client in connection with this Agreement. The Service Provider shall not, directly or indirectly, disclose, share, or communicate any Confidential Information to any third party without the express written permission of the Client.

This obligation of confidentiality shall **survive the termination or cancellation of this Agreement**, including any cancellation or abandonment of the work product. The Service Provider's confidentiality obligations shall remain in effect indefinitely, regardless of the Agreement's status.

---

## 9. Termination of Agreement

### 9.1 Termination Conditions

The **Service Provider (Gibgo Solutions (Pty) Ltd)** reserves the right to terminate this Agreement at any time and for any reason, at the sole discretion of Gibgo Solutions. Such termination shall be effective upon providing the Intern with **thirty (30) days' written notice**. Upon receipt of such notice, the Intern shall immediately cease all work related to this Agreement.

---

## 10. Miscellaneous

### 10.1 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil disturbances, natural disasters, strikes, lockouts, industrial disputes, or any other event that constitutes a force majeure ("Force Majeure Event"). In the event of a Force Majeure Event, the affected party shall notify the other party as soon as practicable and take reasonable steps to mitigate the effects of the Force Majeure Event.

### 10.2 Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, it shall be severed from the Agreement. The remainder of the Agreement shall remain valid and enforceable.

10.3 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings, whether written or oral, between the parties. No amendment, alteration, or modification of this Agreement shall be valid unless made in writing and signed by both parties, except as otherwise provided herein.

---

11. Ownership of Work Product (Intellectual Property Clause)

This clause shall survive the termination of this Agreement.

11.1 Definition of Work Product

For the purposes of this Agreement, "Work Product" shall be defined as any and all deliverables, intellectual property, software code, programming, documentation, systems, processes, designs, user interfaces, workflows, management plans, business-related concepts, and any other materials created, developed, conceived, or otherwise produced by the **Intern (Kamogelo Khumalo)** during the course of this Agreement. This definition includes any such work product that is developed, in whole or in part, as a result of discussions, instructions, or collaboration with the Client. The Work Product encompasses all forms of intellectual property, including, but not limited to, copyrights, patents, trade secrets, trademarks, and any other proprietary rights, regardless of the stage of completion.

11.2 Ownership Rights

The Client, **Gibgo Solutions (Pty) Ltd**, shall retain exclusive ownership of the Work Product, including any portion thereof, whether completed or not. The **Intern** shall have no rights, title, or interest in the Work Product and shall not claim any ownership, authorship, or associated rights. All Work Product produced during the performance of this Agreement is the sole and exclusive property of the Client. This clause shall survive the termination of this Agreement and shall continue to be enforceable in perpetuity.

11.3 Intellectual Property Rights

All intellectual property rights related to the Work Product, whether pre-existing or developed during the course of this Agreement, shall belong exclusively to the Client, **Gibgo Solutions (Pty) Ltd**. The **Intern** acknowledges that any intellectual property, methodologies, software tools, or resources utilized or incorporated into the Work Product during the performance of this Agreement, including those developed by the Intern or any third-party open-source materials, shall become the sole property of the Client. No licensing, transfer, or assignment of intellectual property rights to the Intern is implied or granted under this Agreement.

11.4 Transfer of Ownership

There shall be no transfer of ownership of the Work Product or any portion thereof to the **Intern** at any time. The **Intern** agrees and acknowledges that all ownership rights, including any and all intellectual property rights related to the Work Product, shall remain with the Client, **Gibgo Solutions (Pty) Ltd**, indefinitely.

11.5 Use of Work Product by Intern

The **Intern** shall have no right to use, reproduce, display, distribute, or otherwise exploit the Work Product for any purpose, including but not limited to personal gain, portfolio use, or resale. Any such use is expressly prohibited unless otherwise

agreed upon in writing by the Client. This clause may only be amended in writing and with the express consent of the Client, **Gibgo Solutions (Pty) Ltd.**

---

**12. Severability**

**12.1 Severability Clause**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement. The remaining provisions of the Agreement shall remain in full force and effect, continuing to be binding and enforceable, as if the invalid, illegal, or unenforceable provision had never been included. If possible, the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that comes closest to the intention of the parties.

---

**13. Signatures**

**13.1 Authorized Signatories**

This Agreement is executed by the duly authorized representatives of the parties as follows:

**For Gibgo Solutions (Pty) Ltd:**



Name: [Insert Name] Ahmed Moti  
Title: [Insert Title] Mr.  
Date: 2024-10-20 (20th Oct)

**For [Insert Intern's Name]:**



Name: [Insert Intern's Name]  
Title: Intern  
Date: 20/10/2024

**13.2 Date of Signing**

This Agreement shall become effective as of the date of the last signature affixed below.