



USER LICENCE AGREEMENT for B-BBEE SERVICE PROVIDERS

Between

BEE Scorecard (Pty) Ltd, trading as BEE Scorecard (hereinafter 'the PROPRIETOR'), Tygervalley Chambers, 27 Willie van Schoor drive, Bellville, 7530, Fax number 0860 250 250, email info@bee-scorecard.co.za

and

The Business Entity registered on the BEE Navigator system (hereinafter 'the BEE SERVICE PROVIDER'),

and duly represented by

The Authorized System user, who agrees to these terms and conditions on behalf of the registered Business Entity by using the BEE Navigator system.

Definitions

Unless a contrary intention clearly appears, words importing any reference to one gender includes the other gender; the singular includes the plural and vice versa; natural persons include created entities (incorporated or unincorporated) and the state and vice versa; any reference to 'R' or 'Rands' or 'cents' shall be references to the lawful currency of South Africa.

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -

'The Codes' means the BBEE Codes of Good Practice issued by the DTI under the Broad Based Black Economic Empowerment Act 53, of 2003; **'BEE Score'** means the Black economic empowerment score of a business entity as measured against the BBEE Codes at any given time; **'BEE Scorecard'** means a detailed presentation of the BEE Score of a Measured Entity in accordance with the Codes; **'Certificate of Compliance'** means a Certificate verifying the BEE status of the ME and issued by an Auditor approved by the IRBA to provide BEE Verification Assurance services; **'DTI'** means the Department of Trade and Industry; **'Effective date'** means the date of commencement of this Agreement, which is the date on which the BEE SERVICE PROVIDER receives Login Details from the PROPRIETOR to access BEE Navigator; **'BEE Service Provider'** means the Business using BEE Navigator to provide BEE Services, but who is not approved by the IRBA to provide BEE Verification Assurance services; **'the General Terms of Use'** are the terms and conditions of use presented at login and to which all users agree by using BEE Navigator; **'Licence Fee'** means the total annual fees payable by the BEE SERVICE PROVIDER for using the Service; **'Login Details'** means the unique Username and Password provided to regulate the access of the BEE SERVICE PROVIDER to BEE Navigator; **'ME'** or **'Measured Enterprise'** means the business being measured by BEE Navigator in terms of the Codes; **'The Service'** means the BEE Measurement Service provided by

The PROPRIETOR on BEE Navigator; 'The System' and 'BEE Navigator' means the proprietary web-based application owned by The PROPRIETOR and designed in accordance with the BBBEE Codes of Good Practice and made available to the BEE SERVICE PROVIDER in terms of this Agreement only; 'User' is any person accessing BEE Navigator with unique Login Details.

Whereas:

The BEE SERVICE PROVIDER wishes to utilise the Service offered by the PROPRIETOR and the PROPRIETOR agrees to provide the Service to the BEE SERVICE PROVIDER in accordance with the terms of this Agreement; the BEE SERVICE PROVIDER agrees to the terms of this Agreement by using the Service.

The Parties therefore agree as follows:

Access to the Service

The PROPRIETOR will provide the BEE SERVICE PROVIDER with uninterrupted access to BEE Navigator, provided that:

- 1) License fees in terms of this Agreement have been fully paid; and
- 2) That the BEE SERVICE PROVIDER complies with the stipulations of this Agreement.

The BEE SERVICE PROVIDER may provide access to his business profile on Navigator to any number of users within his business, who shall be bound by the terms of this Agreement.

The BEE SERVICE PROVIDER may provide access to the data of an ME to one representative of the ME, who shall be bound by the General Terms of Use.

Fees

The Annual License fee (Excl. VAT) payable by the BEE SERVICE PROVIDER is determined by the package selected by the BEE SERVICE PROVIDER according to the maximum number of ME's they wish to register on BEE Navigator, as follows:

Annual License Fees				
max 10 ME's	max 20 ME's	max 50 ME's	max 100 ME's	>100 ME's
R 2,500	R 6,750	R 12,500	R 22,500	R 30,000

The PROPRIETOR will invoice the BEE SERVICE PROVIDER annually in advance.

Invoices shall be due and payable within 30 days from the date of invoice.

Notwithstanding the Effective Date of this Agreement, the date of the first invoice shall be the start date and the annual billing date of the BEE SERVICE PROVIDER's billing cycle.

The BEE SERVICE PROVIDER may upgrade to a larger License Fee package at any time within the current billing cycle, which shall come into effect immediately upon payment of the difference between the existing package and the new package.

Should the BEE SERVICE PROVIDER upgrade to a larger package, the billing cycle date will remain unchanged and the higher License Fee will automatically be applicable at the start of the following billing cycle.

The BEE SERVICE PROVIDER may downgrade to a lower License Fee package at the end of a billing cycle, provided written notice is received by the PROPRIETOR no less than 30 days prior to end of the prevailing billing cycle, failing which the BEE SERVICE PROVIDER will automatically be deemed to have agreed to continue with the prevailing package.

The PROPRIETOR may amend the License Fee from time to time, which changes will come into effect at the start of the following billing cycle.

Data Integrity

The PROPRIETOR will not audit or check the information entered on BEE Navigator for accuracy or correctness. The BEE SERVICE PROVIDER accepts that the integrity of the results provided by Navigator are dependent on the correctness of the input data provided.

The BEE SERVICE PROVIDER accepts and acknowledges that it is responsible for the safety and security of its Login Details.

Data entered on BEE Navigator by the BEE SERVICE PROVIDER and stored by The PROPRIETOR remains the property of the BEE SERVICE PROVIDER and/or its client.

The PROPRIETOR will at all times treat the information captured by the BEE SERVICE PROVIDER as confidential and will utilise the data exclusively for providing the Service.

The Service

The PROPRIETOR will: Offer the Service with commercially reasonable levels of skill and care; Maintain a real-time system in accordance with the Codes; Store historical data securely for as long as required by law; Make stored data accessible to the BEE SERVICE PROVIDER subject to the conditions of this Agreement; recalculate the Scorecard of the BEE SERVICE PROVIDER automatically when changes are made to the Codes.

Termination

The BEE SERVICE PROVIDER may at any time terminate the Agreement by email to cancellations@bee-scorecard.co.za. Upon such termination notice being received, The PROPRIETOR will terminate access to BEE Navigator for all users linked to the BEE SERVICE PROVIDER.

In the event of termination the BEE SERVICE PROVIDER remains liable for all fees payable to The PROPRIETOR in terms of this Agreement.

The PROPRIETOR will be entitled to terminate the BEE SERVICE PROVIDER's access to BEE Navigator immediately and without liability, should the BEE SERVICE PROVIDER breach any of the terms of this Agreement or fail to honour a payment.

Ownership

The PROPRIETOR is the exclusive owner of the System and all intellectual property inherent to the System and the Service. Using the Service does not give the BEE SERVICE PROVIDER ownership of any intellectual property rights in the Services or the System and the BEE SERVICE PROVIDER may not use content from the Service or the System unless prior written permission is obtained from The PROPRIETOR. These terms do not grant the BEE SERVICE PROVIDER the right to use any branding or logos used in the Service.

Indemnity

The PROPRIETOR provides the service 'as is' and makes no claims with regard to the performance of BEE Navigator or the financial, operational or other impact BEE Navigator may have on the business of the BEE SERVICE PROVIDER or its clients, and cannot be held liable for any such impact. The BEE SERVICE PROVIDER indemnifies The PROPRIETOR from any claim whatsoever arising from the Service provided to the BEE SERVICE PROVIDER or its clients.

The PROPRIETOR accepts no responsibility for any reliance that may be placed on the Scorecard produced on the Navigator system and the BEE SERVICE PROVIDER indemnifies The PROPRIETOR against any loss or damage, whether consequential or punitive, that the BEE SERVICE PROVIDER or a third party might suffer as a result of any misrepresentation. The Rating Service provided in terms of this Agreement is for the benefit of the BEE SERVICE PROVIDER and it is not expected of The PROPRIETOR to exercise a duty of care to any third party.

General

This Agreement should be read in conjunction with the General Terms of Use presented at login.

Where any stipulation in the General Terms of Use conflicts with this Agreement, the stipulation in this Agreement will prevail.

The PROPRIETOR may modify the General Terms of Use from time to time, to reflect changes to the law or changes to the Service. This Agreement will be presented at each login to BEE Navigator and the onus is on the User to be familiar with the content at all times. The BEE SERVICE PROVIDER and any users linked to the BEE SERVICE PROVIDER agree to the general terms of use by using the system.

The failure of any party at any time to require performance of a specific term or to enforce its rights under this Agreement shall in no way affect the right of such party to require the remedy of any breach of any provision of this Agreement and shall not be construed as a waiver of any breach.

This Agreement shall commence on the effective date and remain in force until terminated by either party in accordance with this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of South Africa and the parties hereby submit to the exclusive jurisdiction of the South African courts.