

# Web Access Agreement

entered into and between

Umeme Limited

("Umeme")

and

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("the Customer")

**1. PARTIES**

The Parties to this Agreement are -

1.1. Umeme Limited, a public company incorporated in accordance with the Laws of Uganda and of P.O. Box 23841, Kampala, Uganda (“Umeme”), which warrants that it is duly authorised to enter into this Agreement;

1.2. Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

Representative: \_\_\_\_\_

(the “Customer”), which warrants that it is duly authorised to enter into this Agreement.

**2. WHEREAS:-**

2.1. Umeme is licensed to sell and distribute electricity in parts of Uganda including the Customer’s area of operation;

2.2. Umeme, subject to the conclusion of this Agreement, is willing to provide the Customer with web access to Umeme’s Automated Metering Reading (AMR) System which will allow the Customer to monitor their consumption at any given time;

2.4. The Parties agree as set out hereinafter.

**3. DEFINITIONS AND INTERPRETATION**

**3.1. Definitions**

In this Agreement, unless the context otherwise requires, the following capitalised terms shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

“AMR System” the web-based automated meter reading system of Umeme which can be accessed by the Customer via the internet at the following URL address <http://41.84.196.234/silk2/> using a unique Customer name and password as indicated on the Information Sheet, and through which system the Customer can access the Electricity Consumption Information;

<b>“Commencement Date”</b>	the date of signature of this Agreement by the Party signing last;
<b>“Information Sheet”</b>	means the information sheet attached hereto as ‘Annexure A’ on which the Customer will indicate its chosen Customer name and password;
<b>“Parties”</b>	Umeme and the Customer, and any reference to “a Party” shall refer to one of the relevant Parties as required by the context;
<b>“Customers”</b>	A legal entity and / or individual legally contracted to receive electricity supply from Umeme Limited;
<b>“Customer Information”</b>	the electricity consumption readings and related Electricity meter data/information relating to Customers, including current and historical readings, as provided and available to the Customer via the AMR System; and

#### **4. DURATION AND TERMINATION**

This Agreement shall commence on the Commencement Date and shall endure until terminated by Umeme or by the Customer on 30 (thirty) days written notice to the other, unless earlier terminated for breach in accordance with the provisions of this Agreement.

#### **5. ACCESS AND USE**

5.1. Umeme hereby authorizes the Customer to access the AMR System for the duration of and subject to the terms and conditions of this Agreement. Use of the AMR System is entirely at the Customer’s own cost and risk and Umeme shall not be liable for any direct, indirect, incidental or consequential damages whatsoever and howsoever incurred related to the Customer’s use, misuse or inability to use the AMR System or the Customer Information, including but not limited to loss of profit and loss of data.

The Customer acknowledges that Umeme shall not be liable for any loss or damage the Customer may suffer as a result of an error occurring in relation to the Customer’s operation or use of the AMR System, or any loss of data, down-time, malfunction, or other failure of the AMR System.

5.2. The Customer can access its account on the AMR System with a unique Customer name and password, as indicated on the Information Sheet. The Customer must ensure that the Customer name and password are at all times kept secure and confidential and is not provided to third parties. The Customer undertakes to without delay inform Umeme of any actual or potential compromise, disclosure or unauthorised access of the AMR System or the Customer’s account on the AMR System.

- 5.3. Umeme reserves the right to in its discretion –
- 5.3.1. Change the Customer name and password for the Customer's account, and will in the event of such change as soon as possible inform of the Customer of the amended Customer name and password; and
  - 5.3.2. Without notice to the Customer suspend or deactivate the Customer's account or discontinue all or the partial use or availability of the AMR System.
- 5.4. The Customer shall ensure that only authorised persons of the Customer are allowed to access the Customer's account on the AMR System.
- 5.5. Umeme may from time to time with notice to the Customer, conduct maintenance or upgrades of the AMR System, and the Customer shall have no claim of any kind against Umeme due to its inability to access the AMR System during such periods of maintenance or upgrades.
- 5.6. The Customer shall ensure that it has appropriate access to the internet to use the AMR System and Umeme provides no warranty as to the compatibility of the AMR System with the internet browsers used by the Customer to access the AMR System or the internet connectivity, speed or data load capacity of the AMR System and its impact on the ability of the Customer to effectively use the AMR System.
- 5.7. Umeme provides no warranty and makes no representation of any kind, regarding the AMR System, including without limitation, as to the accessibility, condition, quality, performance, fitness for purpose or error-free functioning or as to the accuracy or correctness of the Electricity Consumption Information.
- 5.8. The monthly invoice generated by Umeme's billing system shall remain the sole authoritative invoice determining the customer's consumption at the premises. The customer acknowledges that the information provided via the web access module shall in no way replace the invoices issued by Umeme's billing system.

## **6. CUSTOMER INFORMATION**

- 6.1. The Customer acknowledges that the Customer Information is provided purely for informative purposes and that such information is estimated and relates to fluctuating and varying operational data of Umeme which may be incomplete and inaccurate and which may be revised and corrected by Umeme from time to time and without notice to the Customer.
- 6.2. The Customer also acknowledges that the Customer Information has not been reviewed or audited by Umeme or its auditors or other external consultants and that the Customer shall not be entitled to place any reliance on the Customer Information obtained from the AMR System.

- 6.3. Umeme retains all copyright and associated intellectual property rights in the Customer Information. The Customer has only the right of the use of the Customer Information subject to compliance with the terms and conditions of this Agreement.

## **7. CONFIDENTIALITY**

- 7.1. The Customer shall keep all Customer Information confidential during and following the termination of this Agreement for any reason whatsoever, and shall use its best endeavours to prevent its employees, agents and subcontractors from making any disclosure to any person of any Customer Information.
- 7.2. Without prejudice to the foregoing the Customer may utilize the Customer Information for its internal planning, estimate and indexation processes.
- 7.3. The Customer shall, be entitled to disclose the Customer Information if required to do so in terms of any Law, and the Customer shall inform Umeme thereof and the Customer shall use its best efforts to limit such disclosure to only comply with the requirements of the Law.

## **8. BREACH**

Should the Customer commit a breach of this Agreement and fail or refuse to rectify that breach within 14 (FOURTEEN) days after receipt of a written notice from Umeme calling upon the Customer to rectify that breach, Umeme shall be entitled, without prejudice to any other of its rights, to forthwith cancel this Agreement by written notice to the Customer.

## **9. INDEMNITY**

A defaulting Party indemnifies and shall keep the other Party indemnified at all times against all direct losses sustained by the other Party in consequence of any breach by the defaulting Party of an express provision of this Agreement within the defaulting Party's direct control.

## **10. MISCELLANEOUS**

- 10.1. The Customer shall not, without the prior written approval of Umeme assign, cede, delegate, transfer or in any other way alienate or dispose of any right or obligation under this Agreement to any other person.
- 10.2. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Uganda.
- 10.3. No provision of this Agreement may be amended, or otherwise varied, except (in any such case) by an agreement in writing signed by the duly authorised representatives of the Parties.

THE NEXT PAGE IS THE SIGNATURE PAGE

**11. SIGNATURE PAGE**

Thus done and signed at.....on this.....day of.....20.....

As witnesses:

\_\_\_\_\_

\_\_\_\_\_

For and on behalf of **UMEME** by

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_  
who warrants his/her authority  
hereto

Thus done and signed at.....on this.....day of.....20.....

As witnesses:

\_\_\_\_\_

\_\_\_\_\_

For and on behalf of **THE  
CUSTOMER** by

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_  
who warrants his/her authority  
hereto

**Annexure A: Information Sheet (To be completed by the Customer)**

**1. Password and Customer name**

- 1.1. In order for Umeme to register the Customer on the AMR System the Customer needs to provide Umeme with a valid e-mail address:

E-mail address: \_\_\_\_\_

At account set up, a default password shall be provided to the customer. The customer shall change this password at the first log in attempt into the system and discreetely store it.

- 1.2. Please take note that the e-mail address indicated above will be registered as the Customer's Customer name.