



GoodX Software

General Terms and Conditions, Policies and Standard Operating Procedures

1. INTRODUCTION

These General Terms and Conditions, Policies and Standard Operating Procedures are to be read in conjunction with the GoodX Software Standard Licence, Services & Operator Agreement signed by the Client as if specifically incorporated.

2. INTERPRETATION

- 2.1 A reference to a statute or statutory provision is a reference to it as it is in force, for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 2.3 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day.
- 2.4 The termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3. DEFINITIONS FOR WORDS AND PHRASES USED IN THE AGREEMENT AND THE GENERAL TERMS AND CONDITIONS, POLICIES AND STANDARD OPERATING PROCEDURES

Unless the contrary is clearly indicated, the following words and/or phrases shall have the following meaning:

- 3.1 "AFSA" means the Arbitration Foundation of Southern Africa;
- 3.2 "Agreement" shall mean the signed written GoodX Software Standard Licence, Services & Operator Agreement as referred to in the introduction and read together with these General Terms and Conditions, Policies and Standard Operating Procedures as amended from time to time and all accepted quotations or amendments attached to it from time to time;
- 3.3 "API" shall mean the application program interface that gives Third Party Software access and the ability to import and/or export data into/from the GoodX Software and database;
- 3.4 "API Third Party Software" shall mean software with which GoodX is integrated via API;
- 3.5 "Client Information" shall mean all information of the Client contained in this agreement and all other information which is necessary for GoodX to be able to install and maintain the software successfully for the Client and information which GoodX will have sight of;
- 3.6 "Cloud" shall mean a private network of remote servers accessible via the internet to store, manage, and process data;
- 3.7 "Commencement Date" shall mean the date on which the GoodX Software Standard Licence, Services & Operator Agreement is signed by the Parties;



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- 3.8 “Confidential Information” shall mean any information of whatever nature, which has been or may be obtained by either of the Parties from the other relating to the GoodX Software, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, visual inspection or analysis; as well as any dispute between the Parties resulting from this Agreement;
- 3.9 The Client qualifies as a “Consumer” in terms of the Consumer Protection Act 68 of 2008 if it is a company, a close corporation, a partnership, an association or a trust whose asset value or annual turnover is less than R2 million or if he or she is a natural person who conducts the practice on his or her own, irrespective of his or her asset value or annual turnover. In what follows, “Section” refers to a section of the aforesaid Act.
- 3.10 “Copyright” shall mean all rights of Copyright, whether existing now or in the future in and to GoodX Software;
- 3.11 “Data” shall mean any data, including personal information as defined in the Protection of Personal Information Act No 4 of 2013, the Electronic Communications and Transactions Act, 2002 and/or any equivalent legislation of the jurisdiction(s) where the obligations in terms of the Agreement are being provided and/or performed, supplied to GoodX by the Client or Processed on behalf of the Client by GoodX.
- 3.12 “Data Protection Laws” means any of the following relating to the use and protection of Data:
- 3.12.1 any statute, regulation, by-law, ordinance or subordinate legislation, including the Electronic Communications and Transactions Act no 25 of 2002 and the Protection of Personal Information Act No 4 of 2013 (hereinafter referred to as the POPIA);
 - 3.12.2 the common law;
 - 3.12.3 any court order;
 - 3.12.4 any industry code, policy or standard enforceable by law;
 - 3.12.5 ethical rules of the HPCSA as amended from time to time;
 - 3.12.6 any direction, policy, rule or order made or given by any regulatory body.
- 3.13 “Destination” shall mean any destination serviced by GoodX, inter alia, medical schemes, scheme administrators, financial institutions, healthcare insurers, government departments and other funders of healthcare services and, if applicable, includes intermediaries who perform claims evaluation services on behalf of destinations;
- 3.14 “Employee” means any employee, employee of the joint venture companies, independent contractor, agent, consultant, value-added reseller (VAR), sub-contractor or other representatives of either Party or their affiliates;
- 3.15 “Entity” means a business unit or healthcare service provider embedded within an Install and which is usually associated with an HPCSA practice number;
- 3.16 “Feedback report” means an electronic response report which sets out the details of each transaction received by GoodX from a Destination;
- 3.17 “General Terms and Conditions” shall mean the general terms and conditions, policies and standard operating procedures as published on the official GoodX website and forming part of the Agreement as if reproduced specifically in the Agreement;



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- 3.18 “GoodX” shall mean the company as indicated in the heading of the Agreement, and for purposes of services rendered to the Client will include all the joint venture companies of which the Client can have access to the information upon request;
- 3.19 “GoodX Software” shall mean computer application software developed by GoodX and which is known to the Parties as “GoodX Software”, including, without limiting the generality of the foregoing, presently available and future Updates, Modifications and Upgrades thereto and any documentation associated with GoodX Software, including user manuals and other training material documented on the GoodX Learning Centre and GoodX Courses Platform, whether incorporated in humanly intelligible media or not;
- 3.20 “GoodX Switch” shall mean the electronic claims management and submission system as powered by Quant Engineering Solutions (Pty) Ltd that facilitates the transportation of electronic data between the Client and the medical aid or administrator;
- 3.21 “GoodX’s Standard Hours” shall mean 08h00 to 16h30 on all days excluding Saturdays, Sundays and public holidays;
- 3.22 “Harmony RS” shall mean the Harmony and Harmony Referral System cloud-based software developed, manufactured and owned by Topcon Healthcare Solutions EMEA Ltd OY (referred to as THS) to share and store (amongst other modalities) ophthalmology images and related data, and a platform to manage consults by ophthalmologists and optometrists, which software is integrated with GoodX Software by means of an API, and GoodX being a licensed distributor and supporter of the software;
- 3.23 “Install” means the software components copied to and configured on a computer(s), the cloud or website to make possible the setup and use of at least one Entity or multiple Entities through workstations, cloud servers, on-site servers or the web;
- 3.24 “Intellectual Property Rights” shall mean any know-how (not in the public domain) invention (whether patented or not), design, trademark (whether or not registered), or copyright material (whether or not registered), processes, process methodology (whether patented or not), and all other identical or similar Intellectual Property as may exist anywhere in the world which is not in the public domain and any applications for registration of such Intellectual Property and all present and future rights in the Software and other rights which may in the future be based thereon, including but not limited to copyright;
- 3.25 “Imported Business Information” shall mean all information of the Client’s business that is captured by the Client in either GoodX Software or the API Third Party Software and imported via API into the other;
- 3.26 “Licence” shall mean a limited, non-transferable and non-exclusive right granted to the Client to use the GoodX Software and any other software of which GoodX is a distributor;
- 3.27 “Licence and Switching Fee” shall mean the fees as agreed upon in this agreement and thereafter any yearly increased fee as unilaterally set by GoodX as described in this Agreement;
- 3.28 “Location” shall mean the physical address or main place of business of the Client as described in this agreement as well as any other service centre(s) of the Client;
- 3.29 “Modifications” shall mean changes, improvements or customisation of or to the GoodX Software which may be required to adapt the GoodX Software to the requirements of the Client;



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- 3.30 "myGC" shall mean the electronic patient portal myGrandCentral that connects the healthcare service provider's software with patients for sharing information and other functionalities;
- 3.31 "Parties" shall mean both GoodX and the Client;
- 3.32 "Process" shall have the meaning ascribed to it in Chapter 1 the Protection of Personal Information Act No 4 of 2013 as amended and "Processing" shall have a corresponding meaning.
- 3.33 "Services" shall mean the services to be provided by GoodX to the Client in terms of this Agreement as more fully set out under Annexure A of the Agreement and as may be accepted by Client, or services that may be accepted by Client under separate quotations that may be provided at the Client's request after the Commencement Date;
- 3.34 "Short Message Service" or "SMS" shall mean a 160-character text message that is sent to a cellular phone from GoodX Software.
- 3.35 "SMS Service" – The method of sending SMS messages through GoodX Software;
- 3.36 "Standard Operating Procedures" shall mean the Standard operating procedures as published on the GoodX website and forming part of the Agreement as if specifically forming part of the Agreement as if reproduced specifically in the Agreement;
- 3.37 "System" shall mean the Client's complete computer system, incorporating both computer hardware and computer software;
- 3.38 "Transaction" shall mean an electronic message and reply, relating to a single patient on a single occasion, which message and reply contain structured data in plain or encrypted language prepared in a format specified for intended transmission from computer to computer;
- 3.39 "Updates" shall mean minor changes or improvements to the GoodX Software which relate to or affect the operating performance of the GoodX Software or an aspect of the GoodX Software, but which do not change the basic operation or functioning of the GoodX Software.
- 3.40 "Upgrades" shall mean significant changes to the GoodX Software resulting in the addition of a feature or capability not present in the GoodX Software before the introduction of the changes as well as any changes to the GoodX Software designed to permit the use of the GoodX Software on hardware and/or in conjunction with Operating System Software other than that for which the GoodX Software was initially designed;
- 3.41 "Use" shall mean that the Client is entitled to allow the GoodX Software to operate for the benefit of the Client at the Location on the Client's own internal operating systems or central processors or on the GoodX Cloud and in accordance with the user restrictions that the Client implements.
- 3.42 "VoIP" shall mean Voice over Internet Protocol and is the transmission of voice and multimedia content over an internet connection.

4. NATURE OF GOODX LICENCE

- 4.1 GoodX is the owner of the software and the Client shall not have the right to sub-Licence, cede, assign, delegate or otherwise transfer the Software in any way, either in whole or in part, to any third party and shall not copy nor permit any party to copy the GoodX Software.
- 4.2 The Licence will ipso facto lapse if the Client fails to pay the Licence and/or service fees within 30 days of the Licence and/or Switching fees being due and payable and refuses to remedy the failure after



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three day's written notice to the client. In such an event the Client will have to apply for a new Licence and pay the applicable fees upon quotation.

- 4.3 The Client shall not modify, decompile, disassemble or otherwise reverse-engineer the GoodX Software, or attempt to do any of these.
- 4.4 The Client shall allow GoodX, upon reasonable notice, access to its premises to audit the Client's compliance with the Agreement. Such audits shall be conducted by GoodX in accordance with the Client's confidentiality, internal security, information security and data protection policies and procedures, as amended from time to time, and in such a manner as not to substantially interfere with the Client's normal conduct of business.

5. USE OF GOODX SOFTWARE

- 5.1 The Client will have the right to use the software as long as the terms and conditions of the Agreement are adhered to.
- 5.2 The Client shall be fully responsible for the supervision, use, care and control of the GoodX Software, including operating procedures of the Client and medical fees. The GoodX Software shall be used on a computer system that complies with the minimum system requirements as determined by GoodX from time to time and published on the online GoodX Learning Centre, System Requirements.
- 5.3 All persons attached to the Client, who will be using the GoodX Software at the Location, shall undergo initial fundamental user training at the GoodX training centre or by way of online training platforms. If training is to be conducted at the location of the Client, the Client will be held liable for the fees as agreed to herein.
- 5.4 The Client undertakes to fully utilise the online Learning Centre's user manuals and practice management guidelines and the training available on the GoodX Courses Platform to ensure optimal use and functioning of the GoodX Software.
- 5.5 The Client shall notify GoodX in writing:
- 5.6 at least 10 (ten) days in advance of any change of its Personal Information, like company changes, physical address and contact details, to adhere to the requirements of the POPIA;
- 5.7 if it should wish to have the GoodX Software installed at any additional location(s) and if there is an increase in the number of practitioners attached to the Client's practice.

6. PROCEDURE FOR INSTALLATION OF GOODX SOFTWARE AND ADDITIONAL ENTITIES

- 6.1 To enable GoodX to successfully install the GoodX Software, the Client needs to provide GoodX in writing with all information requested together with copies of supporting documents as required by GoodX at least four days before the planned installation, lacking which the initial installation date will be postponed without prior notice.
- 6.2 No installation of the GoodX Software will proceed unless proof of payment of the initial installation fee has been received by GoodX.



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- 6.3 GoodX, or its accredited Agent designated to service the Client, shall, within a reasonable time after the commencement of this agreement and full and final payment of the installation fee and initial on-site training costs (if applicable), install the GoodX Software via remote connection.
- 6.4 Additional Entities required by the Client from time to time will be installed within a reasonable time and maintained upon receipt of a signed quotation and completed information form as required by GoodX for the installation of the Entity.
- 6.5 After installation of the GoodX Software and training, the Client has to give notice of any problems encountered within seven days after the installation date. After this period, the Client is deemed to have accepted the installation of the GoodX Software as being complete and will be liable for the Licence fee described in this Agreement.
- 6.6 If the Client has given notice and GoodX has adjusted the installation, the Client is deemed to have accepted the installation of GoodX Software as being complete if no further notice is given within seven days of the adjustment.

7. MAINTENANCE OF GOODX SOFTWARE

- 7.1 GoodX will, for the duration of this Agreement, maintain the GoodX Software. This obligation is limited to the examination and testing of the GoodX Software and effecting adjustments necessitated by the normal use of the software within the medical industry.
- 7.2 GoodX will have rights of access to the server(s) and/or computers of the Client directly on-site or via the internet in order to assist the Client with maintenance or other support, subject to the Client's confidentiality, information security and data protection policies, as may be amended from time to time and communicated to GoodX in writing.
- 7.3 Medical aid data updates can be purchased directly from Medprax and the Client is liable for its own Medprax updates unless the Client's Install is hosted on the GoodX Cloud or the Client uses the GoodX Web App.
- 7.4 Medicine and material data updates can be purchased directly from Medprax or iQest. and the Client is liable for its own Medprax or iQest updates unless the Client's Install is hosted on the GoodX Cloud or the Client uses the GoodX Web App.
- 7.5 Clients contracted to the National Hospital Network (NHN) will only receive the NHN price files upon confirmation from NHN to GoodX that the Client is authorised to receive the new price files.

8. GOODX SWITCH SERVICES

- 8.1 GoodX shall:
 - 8.1.1 transfer the Client's transactions to the destinations specified by the Client in the format required by the destination for the specific transaction type;
 - 8.1.2 validate the Client's transactions to the best of GoodX Switch's ability in line with the requirements of the destinations concerned to expedite the processing of the transactions;
 - 8.1.3 store the Client's transactions in electronic format;
 - 8.1.4 observe and protect the confidentiality of the Client's transaction data;



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- 8.1.5 maintain a back-up for the purpose of ensuring continuity, security and audit ability of its services to the Client and the participating destinations;
- 8.1.6 on request from the Client, provide certification of any transaction from its origin to its destination and maintain an audit trail of each transaction for one year;
- 8.1.7 return to the Client a feedback report after each submission of transactions.
- 8.2 The Client shall:
 - 8.2.1 provide patients with a copy of the Client's account and ensure that the original medicine or treatment prescription (where relevant), duly signed by the Client and patient, is at all times available to the destination concerned;
 - 8.2.2 endeavour to use the services for all destinations;
 - 8.2.3 follow up regularly with the destination on accounts that have not been paid 30 (thirty) days after the service date;
 - 8.2.4 maintain a system of office management that will allow the routine reconciliation of GoodX's feedback reports with the Client's record of submitted claims.
- 8.3 The Client is responsible to acquire and maintain, at its cost, the means to connect to and access the services as well as its own security systems to ensure the integrity of its communication.
- 8.4 Upon activation of the GoodX Switch, the Client will have access to all the switching features and access to and import of cardholder file information of the medical aids.
- 8.5 The Client shall take all steps necessary to procure that only the Client or the Client's authorised representatives shall have access to the switching features and information. If, for any reason, any information becomes accessible to or falls into the possession of any unauthorised person, the Client shall immediately notify GoodX thereof, whereupon GoodX shall, at the Client's cost, secure the information as soon as is reasonably possible. The Client shall be liable for any loss, liability, damage or expense arising out of the unauthorised use of the switching features and indemnifies GoodX against any claims arising out of such unauthorised use.
- 8.6 The Client's computer system shall comply with the minimum specifications as required by GoodX from time to time.

9. MEDICAL AID ELECTRONIC REMITTANCE ADVICES (ERAS)

- 9.1 By completing the relevant documentation to have electronic remittance advices activated, the Client gives consent that Medical Aid Schemes or Administrators or other Destinations are authorised to supply GoodX with electronic remittance advices pertaining to their practice code numbering system (PCNS) number.
- 9.2 GoodX is responsible for downloading electronic remittance advice files into the relevant mailboxes for access by the Client. The Client is responsible for the download of the electronic remittance advice files from the mailboxes.
- 9.3 The Client shall only receive electronic remittance advices from Medical Aid Schemes and Administrators or other Destinations with electronic remittance advice capability and shall cease to receive printed remittance advices from these Schemes or Companies.
- 9.4 Only Clients with the required electronic remittance advice capable software shall be able to receive electronic remittance advices.



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10. GOODX SMS SERVICES

- 10.1 The Client shall restrict all SMS Messages to 160-characters. All SMS Messages submitted that are longer than 160-characters will be split into more SMS and each one will be payable separately.
- 10.2 The Client agrees to abide by all applicable local and international laws and regulations and is solely responsible for all acts or omissions under his account or password, including the content transmissions through the SMS Service. The Client is responsible for the content and accuracy of any SMS sent via their account.
- 10.3 Sending of unsolicited advertising material, illegal content, unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature is not permitted and may, at the sole discretion of GoodX, result in the immediate termination of the SMS Service.
- 10.4 Any activity that GoodX believes could subject it to criminal liability or civil penalty or judgment will result in immediate termination of the SMS Service.

11. MYGC (MYGRANDCENTRAL) PATIENT PORTAL

Should the Client use the services of myGC to improve patient experience and simplify administration at the practice, the Client agrees to the following:

- 11.1 The Client acknowledges that the information that the patient captures onto myGC or information from the Client regarding any medical tests, conditions, treatments, accounts or otherwise captured by the Client onto myGC for use by persons designated by the patient, is highly confidential. Such information may not be shared with a third party under any circumstances except with the express permission of the patient or if required to do so by law. Therefore the Client will put the necessary pre-conditions and requirements in place and maintain these in the practice at all times concerning the confidentiality of all information and persons dealing with it, including stringent provisions contained in employment and other contracts.
- 11.2 The Client will familiarise itself with the requirements of the Electronic Communications and Transactions Act 25 of 2002 (section 51) and the Protection of Personal Information Act (POPIA) No 4 of 2013 with regard to the protection of the user's personal information.
- 11.3 The Client understands that myGC is not the author of or responsible for information shared on myGC, whether from the patient or from any other healthcare service provider of the patient and can therefore not be held liable for the consequences of any defective or inappropriate information so provided.
- 11.4 Where information comes to the attention of the Client through myGC which differs from the information it has or information on the myGC system, the Client will be able to elect to accept and incorporate such changes or to reject them, at its own risk.
- 11.5 The Client will be provided with an option to elect not to disclose certain information to the patient through myGC, such as clinical notes or documents intended for another healthcare service provider regarding the patient, and accepts responsibility for such decisions.
- 11.6 The Client agrees and accepts that myGC is intended to make the Client and patient's experience with regards to the administration of health care pleasant and easy and therefore agrees that no fee



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will be payable by the Client for the use of the standard service of myGC if the Client makes full use of all the features of myGC. If the Client neglects to implement the features of myGC, myGC will have the right to stop all services to the Client and will allow the use of features only after negotiations with regards to import of data fees or other fees as agreed at the time.

11.7 The Client acknowledges that future functions and options which the Client will have the option to select or de-select at any time may involve an administration fee payable to myGC. The Client will, however, be able to make an informed choice about such options beforehand.

11.8 The Client will provide myGC with its standard Terms and Conditions, which will be included in myGC for the patient to indicate acceptance of it or not. Should the Terms and Conditions not be accepted, the Client will be alerted accordingly.

12. ONLINE PATIENT PAYMENTS AND ELECTRONIC REMITTANCE ADVICES (ERAS)

12.1 Online Payment Links include the following services:

12.1 Email & SMS notifications to patients with payment links

12.2 Patient verification

12.3 Account viewed verification with a timestamp.

12.2 The agreed-upon fees will be deducted from all amounts paid by Medical Debtors.

12.3 Payout of money will be made into the account of the Client two business days after payments were received via online payments. Payments into the account of the Client will be accompanied by an ERA in the GoodX Web App for quick allocation to invoices.

12.4 GoodX reserves the right to reverse payments via debit order or deduction from next payments if a dispute is lodged by any Medical Debtor on money that was paid to the Client. The deduction will be reflected on the ERA and the receipt will be reversed in the GoodX Web application so that the Client can continue collecting outstanding accounts. All services will be suspended if the Client fails to settle any outstanding account within 14 days after receiving notice of the outstanding account for whatever reason.

12.5 Any dispute about payments should be lodged in writing to help@goodx.co.za and Goodx undertakes to provide a resolution within 21 working days.

13. VoIP SERVICE

13.1 VoIP service will be provided by GoodX to the Client upon acceptance of the quotation for the VoIP service. The service will continue until terminated with one calendar month's written notice or failure to pay the fees and expenses as agreed upon.

13.2 Upon acceptance of the VoIP quotation, the Client expressly permits GoodX to use the required Personal Information of the Client to RICA the Client per the Regulation of Interception of Communications and Provision of Communication Related Information Act (RICA).

13.3 The agreed fees and expenses will be added to the monthly switching account and will be payable as per the payment terms of the switching account.

13.4 The Client must not use or permit the usage of the VoIP services in a manner that is inconsistent with any and all applicable laws and regulations.



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- 13.5 GoodX shall be entitled, at its sole discretion, to suspend, terminate or change the VoIP services without advanced notice for any reason, including without limitation, misuse of the services in any way, the Client's failure to make payment of the agreed fees and expenses, suspected fraud or other activity by the Client that adversely affects the service. GoodX shall be entitled to determine, at its sole discretion, what constitutes a misuse of the services. The Client agrees that GoodX's determination is final and binding on the Client and is entitled to monitor the Client's use of the service.
- 13.6 The Client understands:
- 13.6.1 that the VoIP service is provided as a best-effort service.
 - 13.6.2 that any telephone number provided by GoodX to the Client shall be leased and not sold;
 - 13.6.3 that the VoIP services may not be able to offer the Client the ability to transfer (port) any existing numbers to an alternative service, but that GoodX will do all in its power to port the number and will inform the Client of any outcome should the Client wish to port the number;
 - 13.6.4 the VoIP service is limited in its configuration, and no recordings are maintained outside of GoodX Software. Only calls made from GoodX Software can be stored in the software;
 - 13.6.5 that a hardware VoIP phone can be added after acceptance of a quotation for the device(s);
 - 13.6.6 that the VoIP services may sometimes be unavailable as a result of things over which GoodX has no control, for example, the weather, power disruptions and failures of the Client's internet service provider (ISP) or broadband connection, and the Client understands that in such circumstances, all services (including emergency call services) will also be unavailable;
 - 13.6.7 that the Client can lose the assigned phone number if the Client ceases the service with GoodX or the account is closed due to the Client's breach of contract or failure to settle the account by the date due.
- 13.7 The Client agrees to adhere to all the applicable telephony regulations, including the regulations imposed by the ICASA.

14. HARMONY RS

- 14.1 Harmony RS will be licenced by GoodX to the Client upon acceptance of the quotation and will continue until terminated with one calendar month's written notice or failure to pay the fees and expenses as agreed upon.
- 14.2 All installation fees should be paid in full before the installation of Harmony RS. After installation, the monthly agreed licence, support and other fees become due and payable in advance, together with the GoodX licence fees.
- 14.3 GoodX provides and maintains an API between GoodX Software and Harmony RS so that data can flow between the two software systems. The terms related to API integrations apply to the Harmony RS/GoodX integration.
- 14.4 All documentation concerning the product is published on the online GoodX Learning Centre, Clinical Integrations, Harmony RS - Ophthalmology Integration.
- 14.5 Harmony RS utilises a cloud system following the specifications published from time to time on the online GoodX Learning Centre, which clouds host the data of the business of the Client. GoodX will monitor that the cloud is managed to comply with the necessary data protection laws of South Africa.



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- 14.6 The Client undertakes to adhere to the minimum software requirements as published in the online Learning Centre, Clinical Integrations, Harmony RS - Ophthalmology Integration.
- 14.7 The Client accepts full responsibility for the use of Harmony RS. GoodX and THS will be protected by the Limitation of Liability clause of the GoodX Standard Licence Agreement.

15. API INTEGRATIONS

- 15.1 By signing a quotation for an API between the Client's GoodX and API Third Party Software, the Client grants GoodX and the API Third Party the following permission:
- 15.1.1 The Client consents to the API integration between the GoodX software licensed to the Client and the Third Party software for the benefit of the Client;
 - 15.1.2 The Client grants permission that the API Third Party Software may import/export data into/from the GoodX Software of the Client.
- 15.2 GoodX undertakes to provide the API Third Party with the necessary integration details to complete the integration.
- 15.3 Each party to the API shall furnish the other with 30 days' notice of any intention to alter any material element of the integration to give the other party ample time to alter their software so that no interruption of services will negatively impact the Client's business.
- 15.4 If any party fails to comply with this agreement, the other party may terminate the API agreement by giving 7 days' notice of its intention to cancel the agreement.
- 15.5 The Client and API Third Party acknowledge that the integration is done solely at the client's risk.
- 15.6 GoodX shall not be held liable for any Imported Business Information that may be damaged or lost due to data being imported into the GoodX Software and database from the API Third Party Software via the API.
- 15.7 The Client undertakes to ensure that the data imported into the GoodX Software is correct and will, at its own expense, make changes to the data if data is not correctly imported into the GoodX Software and database.
- 15.8 GoodX shall not be liable, whether in contract, delict or otherwise, for any direct, indirect, special or consequential loss or damage or any loss of profit suffered or sustained by the Client as a result of or in connection with the API or reliance on incorrect data provided by the API Third Party Software.

16. SUPPORT SERVICES INCLUDED IN THE SOFTWARE LICENCE FEES

GoodX shall, with effect from the date of installation of the Software, render the following support services as part of the Software Licence Fee:

- 16.1 telephonic support following the provisions set out hereinafter;
- 16.2 remote support and remote correction of critical errors in the GoodX Software. The Client undertakes, at its sole cost and expense, to procure the installation and commissioning of a suitable internet connection to enable the personnel of GoodX to provide such remote support to the Client;
- 16.3 program updates at the request of the Client – take note that if the Client refuses to receive program updates, support will be suspended pending the update;
- 16.4 foundational GoodX Software practice management and GoodX Switch training at the training centres of the GoodX offices.



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17. ADDITIONAL PAID SERVICES AVAILABLE TO GOODX CLIENTS

The following additional support and maintenance services are not covered by the Licence Fee and will be charged for upon written acceptance of quotations. These fees will be payable at the end of the month in which the services were rendered:

- 17.1 If GoodX is required to do any installation, support, maintenance or training at the Location, travelling costs and an hourly rate for work done;
- 17.2 The following training is excluded from the unlimited free foundational training:
 - 17.2.1 Financial Management (Bookkeeping);
 - 17.2.2 Stock control;
 - 17.2.3 Creditors management;
 - 17.2.4 Credit control and debt collections;
 - 17.2.5 Any training at the Location(s) of the client.
- 17.3 Programming fees will be charged for any changes required by the Client in the software;
- 17.4 Yearly Price updates for custom prices and Year-end Procedures;
- 17.5 If GoodX system data is corrupted or lost due to hardware failure or other causes, GoodX can evaluate if any recovery is possible and could assist in recovery and repair of the data at an hourly rate;
- 17.6 Data import if data is provided in the format as required by GoodX;
- 17.7 The repair of software data corruption due to virus attack, Client interference, Client generated errors, failure to do backups, failure to do month-end routines, ignoring error reports or allowing an inadequately trained operator to use the system;
- 17.8 Transfers of the GoodX Software from servers and/or computers to the Cloud and vice versa as well as all Cloud Licence fees;
- 17.9 Extra installations of the Software on extra workstations or re-installations of the Software on the computers and/or servers of the Client after one month of the initial installation;
- 17.10 Upgrades;
- 17.11 New entities registered and installed or re-installed in the GoodX Software;
- 17.12 The cost incurred as a result of a request by the Client to attend to an apparent fault or the restoration of service apparently lost or impaired due to misuse, malicious damage, incorrect operation or negligence or the failure of lines or other equipment or apparatus either directly or indirectly connected to the equipment, whether due to the Client, its employees, agents, contractors, anyone on the Client's premises or any other person or cause beyond the control of GoodX;
- 17.13 Support outside the GoodX Standard Hours.

18. PROCEDURE FOR REQUESTING SUPPORT SERVICES

The Client will, whenever it requires GoodX to perform Support Services, follow the procedure set out below:

- 18.1 GoodX shall not be required to provide Support Services unless requested to do so by the Client.
- 18.2 The Client shall furnish GoodX with details of the support request in writing via the communication method required by GoodX from time to time and communicated to the Client in writing or via a telephonic request to the GoodX help desk.



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- 18.3 GoodX's personnel will endeavour to resolve the problem as soon as possible. Should GoodX's personnel not be able to resolve the problem within a reasonable time, GoodX shall give the Client an estimate of how long a problem may take to resolve. GoodX shall keep the Client informed of the progress of the problem resolution.
- 18.4 The Client shall only be entitled to Support Services outside of GoodX's Standard Hours, in the event where there is a complete failure of the GoodX Software.

19. TRAINING: BOOKINGS, CANCELLATIONS & NO-SHOWS

- 19.1 Bookings for training sessions need to be made at least two days in advance.
- 19.2 There are fifteen places available per fundamental training session.
- 19.3 There is a 24-hour cancellation policy – all no-shows and cancellations within 24 hours will be levied with an R150 per booked delegate fee to be added to the practice's account.
- 19.4 A light lunch will be provided during full-day courses. No special dietary requirements will be catered for. Provision for allergies or food preferences must be made by the delegates.

20. ON-SITE TRAINING

Should the Client obtain on-site training at the Location(s) of the Client, the Client:

- 20.1 Confirms that the trainees will be available for training during all training sessions;
- 20.2 Undertakes to obtain login details of the online Learning Centre confirms that trainees will read through the content of the relevant Practice Management Guidelines booklet and related user manual links in the booklet, which is available for download in the Learning Centre before the on-site training session.
- 20.3 Acknowledges the difficulties that may be experienced with on-site training, eg that trainees will not make themselves fully available for training and that distractions may cause trainees not to fully engage with the training sessions. The Client agrees that if the training sessions are interrupted in any way, be it as a result of telephone interruptions or work-related interruptions or if the trainees do not cooperate with the training consultant, the training consultant will give the first warning and if not adhered to, the training consultant may terminate the training sessions and leave the practice.
- 20.4 Acknowledges that If the on-site training sessions were terminated as described above, the Client will be liable for the full costs of the training sessions as per the prior accepted quotation or at the daily rate of having a consultant on-site if there was no prior accepted quotation plus travel costs and accommodation if applicable.
- 20.5 Confirms that the training consultant will provide the Client with a report on the training after completion of the training sessions to confirm that the necessary training was completed successfully or not.
- 20.6 Undertakes to encourage trainees to continue studying the online Learning Centre user manuals so as to increase capability on the GoodX system.

21. SERVICES NOT DELIVERED BY GOODX

The following services will not be performed by GoodX:



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- 21.1 Data capturing of the Client's data on the Client's software;
- 21.2 Maintenance or repairs of electrical works or telecommunication lines or any computing equipment or hardware not forming an integral part of the software.

22. CONFIDENTIALITY & DATA PROTECTION

- 22.1 GoodX will not partake in any dispute between the Client and any Entities about ownership of data. Any dispute must be settled between the Client and Entity or referred to the courts or arbitration. The outcome must be communicated to GoodX in writing, after which GoodX will be able to adhere to the settlement agreement or order.
- 22.2 If the Client's Install and data are not hosted on the GoodX Cloud, the Client shall at all times maintain a full set of current backup data and GoodX shall not be liable for any loss or damage arising from the loss of data due to backup software error, backup hardware error, server software error, user error, or any other cause. The Client undertakes to perform routine tests to ensure that backups can be restored.
- 22.3 The Parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any person, including any of its employees, save for employees directly involved with the execution of this Agreement or sub-operators bound by 'n Non-Disclosure Agreement with GoodX and necessary for the execution of this Agreement. The Parties shall prevent disclosure of the Confidential Information, except as may be required by law.
- 22.4 GoodX shall ensure that all employees and sub-operators have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality.
- 22.5 The Client hereby authorises GoodX to use any data on the Client's system for purposes of industry research and training, provided that the data must be de-personalised.
- 22.6 The parties acknowledge and agree that all Data provided by the Client to GoodX, or to which GoodX may be exposed, shall constitute Confidential Information.
- 22.7 GoodX hereby warrants, represents and undertakes in favour of the Client that it shall at all times strictly comply with all applicable Data Protection Laws to the best of GoodX's ability which may be in force from time to time.
- 22.8 GoodX hereby warrants, represents and undertakes that it shall not, at any time Process Data for any purpose other than with the express prior written consent of the Client, and to the extent necessary to provide the Software, other agreed Services and Support Services.
- 22.9 GoodX will take all reasonable steps to the best of its ability to ensure that all its systems and operations which it uses to provide the Software, Switch and Support Services including all systems on which Data is Processed as part of providing the Software, Switch and Support Services, shall be of a minimum standard required by all applicable Data Protection Laws and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of Data.
- 22.10 GoodX shall take appropriate and reasonable technical and organisational measures to prevent the loss of, damage to or unauthorised destruction of Data and the unlawful access to or Processing of Data. The measures taken must at all times be of a minimum standard required by all applicable Data



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Protection Laws and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of Data.

- 22.11 GoodX shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data under GoodX's possession or control and establish and maintain appropriate safeguards against any risks identified. GoodX shall notify the Client of any security compromise or suspected security compromise of which it becomes aware or suspects, immediately on becoming so aware or forming such a suspicion.
- 22.12 The Client acknowledges that it takes time to
- 22.12.1 comply with new industry standards;
 - 22.12.2 mitigate new risks; and
 - 22.12.3 agrees that not all new development can be done instantly. The Client accepts the risk that these constraints pose.

23. SECURITY

- 23.1 To ensure that the Cloud remains available to all users, GoodX may monitor network traffic to identify unauthorised attempts to upload or change information or to otherwise cause damage to the Cloud. The Client expressly consents to such monitoring, subject to GoodX complying with this Agreement's privacy and data confidentiality policies.
- 23.2 Unauthorised attempts to modify, alter, deface, destroy or corrupt any information stored on the Cloud, to defeat or circumvent any security features, to probe, scan or test for vulnerabilities, to breach security or authentication measures, to forge TCP/IP headers, to install or attempt to install unauthorised software, to mount Denial of Service attacks or to utilise this system for other than its intended purposes are expressly prohibited and may result in criminal prosecution.
- 23.3 The Client will immediately report to GoodX should a system fail and the Client has access to private data that the Client should not have access to.
- 23.4 Any possible criminal activity will be reported, together with any evidence which may be gathered, to the appropriate authorities.
- 23.5 Taking into account the industry norm, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, the Client and GoodX shall implement appropriate, reasonable technical and organisational measures to ensure a level of security of the processing of personal information appropriate to the risk.
- 23.6 Both the Client and GoodX shall maintain written security policies and procedures that are fully implemented and applied to the processing of personal information.
- 23.7 The parties acknowledge that security requirements are constantly changing and that effective security requires frequent evaluation and regular improvements of outdated security measures. GoodX will therefore evaluate the measures as implemented on an ongoing basis in order to maintain compliance with the requirements set out in POPIA.



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24. DISPUTE RESOLUTION

- 24.1 In the event of there being any dispute or difference between the Parties arising out of this Agreement, save for the changes to the General Terms and Conditions, Policies and Standard Operating Procedures as referred to under clause 4, the said dispute or difference shall on written demand by either Party be submitted to arbitration in Gauteng in accordance with the AFSA rules, which arbitration shall be administered by AFSA.
- 24.2 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 14 business days of the demand for arbitration, then any Party to the dispute shall be entitled to forthwith call upon the chairperson of the Pretoria Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) 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.
- 24.3 Any Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 24.4 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.
- 24.5 Any arbitration in terms of this clause 20 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 24.6 This clause will continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement.
- 24.7 The Parties agree that the written demand by a Party to the dispute in terms of this clause that the dispute or difference be submitted to arbitration is to be deemed as a legal process to interrupt extinctive prescription in terms of the Prescription Act, 1969.

25. REFUND POLICY

- 25.1 If the Client wants to cancel the Agreement before configuration and/or installation and/or training has commenced, all payments will be refunded to the Client. If configuration and/or installation and/or training has commenced by the time the Client cancels the Agreement, no refunds will be paid to the Client to cover GoodX's costs.
- 25.2 No reversals of credit card payments will be allowed after services were provided to the Client.

26. CANCELLATION POLICY

The Agreement can be cancelled at any time with one calendar month's notice unless otherwise agreed upon in writing.



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27. TRANSACTION CURRENCY

The transaction currency used by GoodX is South African Rand (ZAR).

28. COUNTRY OF DOMICILE

The Republic of South Africa.

29. MINIMUM SYSTEM REQUIREMENTS

The minimum & Recommended Computer Requirements are published on the GoodX Learning Centre (learning.goodx.co.za), System Requirements.

30. CHANGE LOG

The amendments & amendment dates of the GoodX Software General Terms and Conditions, Policies and Standard Operating Procedures:

24 June 2021:

- First publishing of the GoodX Software General Terms & Conditions, Policies & Standard Operating Procedures.

10 October 2022:

- DEFINITIONS FOR WORDS AND PHRASES USED IN THE AGREEMENT AND THE GENERAL TERMS AND CONDITIONS, POLICIES AND STANDARD OPERATING PROCEDURES:
 - Definitions added:
 - API;
 - API Third Party Software;
 - Imported Business Information;
 - Harmony RS; and
 - VoIP.
 - Definitions amended:
 - GoodX Software to also include training material on the GoodX Courses Platform.
 - Licence to also include any other software of which GoodX is a distributor.
- USE OF GOODX SOFTWARE: Updates:
 - 5.2 adding the online GoodX Learning centre as the place of publication of the minimum system requirements.
 - 5.3 clarifying training to be conducted at the GoodX training centre or online platforms.
 - 5.4 adding the GoodX Courses Platform as another online training option.



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- 5.6 adding the necessity for a Client to inform GoodX of any changes to Personal Information as required by the POPIA.
- New additional clauses and clause numbers changing after the insertions:
 - VOIP SERVICE
 - HARMONY RS
 - API INTEGRATIONS
- CONFIDENTIALITY & DATA PROTECTION: Adding the following phrase to 22.3: “or sub-operators bound by ‘n Non-Disclosure Agreement with GoodX and necessary for the execution of this Agreement”.
- MINIMUM & RECOMMENDED COMPUTER REQUIREMENTS: Updated to refer to the published System Requirements in the online GoodX Learning Centre. Change heading to MINIMUM SYSTEM REQUIREMENTS.
- Grammar, punctuation and spelling corrections.