



USERS LICENCE AGREEMENT

between MED-E-MASS a division of ALTRON TMT (PTY) LTD (registration no 1984/003805/07),
Block C 9 Regency Drive, Route 21 Corporate Park, Nellmapius Drive, Irene and P O Box 11528, ERASMUSKLOOF 0048
hereinafter referred to as "Med-e-Mass"

and the USER (as identified below)

FOR INTERNAL USE ONLY	Ref No:
Account No:	Contact Number:
Salesperson / Dealer:	Fax Number:

User's full name:	
Co / CC / ID No:	VAT No:
Practice Name:	Practice Type:
PCNS No:	Practice No: <input type="text"/>
Physical Address:	
Postal Code:	
Postal Address:	
Postal Code:	
Contact Person:	
Tel No:	Fax No:
Cell:	E-mail:

MARK THE OPTIONS SELECTED BELOW WITH A CROSS ("X")

Dispensing practice:	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Software:	<input type="checkbox"/> Elixir	<input type="checkbox"/> ME +	<input type="checkbox"/> Mastermed	<input type="checkbox"/> Mastermed Premier *	<input type="checkbox"/> Medcodes
* Mastermed Premier Plan is subject to the signing of a 24 month contract					
Interface with 3rd Parties:	<input type="checkbox"/> MediSwitch	<input type="checkbox"/> Healthbridge	<input type="checkbox"/> MediKredit	<input type="checkbox"/> Coretalk	<input type="checkbox"/> Medprax
User Type:	<input type="checkbox"/> Existing Contract	<input type="checkbox"/> Upgrade	<input type="checkbox"/> New	<input type="checkbox"/> SYNC / VPN User	

DESCRIPTION	QTY	UNIT PRICE	MONTHLY COST	TOTAL UPFRONT
Registration Fee				
Monthly Licence Fee				
Service and Support Fee				
Additional Site Licence Fee				
Training and Installation				
Conversion @ Labour Rate per Hour				
Additional Directories – Licence				
Additional Directories – Support				
Sync / VPN User Licence Fee				
Medcodes				
Sub Total		R	R	R
14% VAT		R	R	R
TOTAL		R	R	R
PAYMENT DUE		R	R	R
TOTAL MONTHLY DUE		R	R	R

METHOD OF PAYMENT:	<input type="checkbox"/> Once off	<input type="checkbox"/> Debit Order	<input type="checkbox"/> Cash	<input type="checkbox"/> Cheque	<input type="checkbox"/> EFT
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DEBIT ORDER			The User authorizes Med-e-Mass to debit the User's Bank Account, details of which appear below, in payment of monies payable to Med-e-Mass for whatever reason (a copy of a cancelled cheque of the User must be enclosed herewith).		
Bank name:	Branch:	Branch Code:			
Account name:	Acc No:	Acc Type:			

Signed by: _____ (full name) who hereby warrants his/her authority and binds himself/herself as surety and co-principal debtor on behalf of the User in terms of this AGREEMENT

for and on behalf of the **User** _____ for and on behalf of **Med-e-Mass** _____

DATE OF SIGNATURE: _____ / _____ / 20_____ COMMENCEMENT DATE: _____ / _____ / 20_____

Full names	ADDITIONAL MEDICAL PRACTITIONERS	HPCSA No's
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[If extra space is needed, the details of additional practitioners shall be furnished on a separate sheet and attached hereto.]

Med-e-Mass grants the **User** a non-exclusive and non-transferable licence to use the **software** (supplied in terms of the foregoing Quotation) subject to the following terms and conditions:

1 GRANT AND TERMS OF LICENCE

1.1 **Med-e-Mass** retains ownership and all the intellectual property rights in or relating to the **software** and any copy thereof. The **software** is not sold and the **User** is only entitled to use it under licence while paying the agreed fees.

1.2 This agreement shall commence on the **commencement date**, and shall remain in force until terminated by either the **User** or **Med-e-Mass** by giving the other party at least 90 (ninety) days' written notice of such termination; provided that if the **User** selected the **Mastermed Premier software**, the **User** shall not be entitled to terminate the agreement before 24 (twenty four) months after the **commencement date**.

1.3 On termination of this agreement, for whatever reason, the **User** shall forthwith cease to use the **software** and return the **software** and any copy thereof to **Med-e-Mass**, failing which, **Med-e-Mass** shall be entitled to have unhindered access at any reasonable time to the **User's** premises and computers in order to remove the software.

The **User** 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 (a human being) 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.

2 OBLIGATIONS OF THE USER

2.1 The **User** shall pay **Med-e-Mass** the fees (payable in terms of the Quotation) in advance before or on the 7th day of each month. The **User** authorises **Med-e-Mass**, in terms of the foregoing debit order, to withdraw all the amounts due by the **User** in terms of this agreement from the relevant account. If the **User** should fail to pay any amount due in terms of this agreement timeously:

- 2.1.1 **Med-e-Mass** shall be entitled forthwith to withdraw the use of the **software** by withholding access thereto;
- 2.1.2 the unpaid amount or amounts shall bear interest at a rate two percentage points above the prime rate charged by Standard Bank of South Africa from time to time; and
- 2.1.3 **Med-e-Mass** shall be entitled to re-submit any debit order or cheque that is returned "unpaid" by the bank and all the resulting bank charges will be debited to the **User's** account.

2.2 If it should become necessary for **Med-e-Mass** to institute legal proceedings to recover fees from the **User**, the **User** shall be liable for tracing fees, collection commission and legal costs (on the attorney and own client scale) reasonably incurred by **Med-e-Mass**.

2.3 Irrespective of the foregoing, **Med-e-Mass** shall be entitled to cancel this agreement and terminate its services forthwith if the **User** should fail to pay the fees timeously, or if the debit order given by or on behalf of the **User** is not honoured.

2.4 **Med-e-Mass** may from time to time increase the fees by an amount which is fair and reasonable in view of:

- 2.4.1 any enhancement of the services that **Med-e-Mass** renders to the **User**; or
- 2.4.2 any increase in the CPI since the previous fixing of the fees;

provided that **Med-e-Mass** gives the **User** 30 (thirty) days' notice of its intention to do so. If the **User** does not terminate this agreement within the aforesaid notice period of 30 (thirty) days, it shall be deemed to have accepted the increase.

2.5 The **User** shall, subject to the provisions of clause 2.8.23 below, not at any time use or attempt to use the software on a stand-alone basis at more than one site.

2.6 All persons attached to the **User**, who will be using the **software**, shall undergo initial basic training in its use.

2.7 The **User** undertakes to abide by the terms and conditions of the **User Guide** (which the **User** acknowledges it has received) and as displayed on program installation, and to observe the instructions given during the initial basic training.

2.8 The **User** shall notify **Med-e-Mass** in writing:

- 2.8.1 at least 30 (thirty) days in advance of any change of its physical or postal address;
- 2.8.2 timeously if it should wish to have the **software** installed at an additional site; and
- 2.8.3 forthwith if there is an increase in the number of doctors attached to the **User's** practice.

In either of the events referred to in clauses 2.8.2 or 2.8.3 above the fees payable in terms of this agreement will be adjusted accordingly.

2.9 The **User** shall at all times maintain a full set of current back-up data and **Med-e-Mass** shall not be responsible for any loss or damage howsoever arising from the loss of data.

2.10 The **User** may not make copies of the **software** save as required in terms of clause 2.9 above and shall not distribute copies of the **software** to others or electronically transfer the **software** from one computer to another over a network, modem or in any other way whatsoever.

2.11 The **software** contains copyrighted material, trade secrets and other proprietary effects. The **User** shall not merge, modify, alter or adapt the **software** in any way, including disassembling, de-compiling or otherwise reducing the **software** to human perceivable form, or permit any third party to modify or alter or adapt the **software** in any way.

2.12 The **User** shall give auditors or representatives of **Med-e-Mass** at any time during business hours full and unfettered access to its records at any of its sites and allow **Med-e-Mass** to inspect them, take extracts from them or make copies of them for the purposes of establishing whether the **User** has paid and is paying **Med-e-Mass** the fees due in terms of clause 2.1 above. The **User** shall co-operate fully with the auditors or representatives of **Med-e-Mass** when they carry out an inspection as aforesaid.

3 OBLIGATIONS OF MED-E-MASS OR ITS ACCREDITED DEALER

Med-e-Mass, or its accredited Dealer designated to service the **User**, shall, before or on the **commencement date** install the **software** at the site or sites of the **User** and for the duration of this agreement maintain the **software**, provided always that **Med-e-Mass's** obligation to maintain the **software** shall be limited to, and comprise only the examination and testing of the **software** and effecting adjustments thereto necessitated by the normal use of the **software** within the specifications of the **software**.

Consumers' attention is specifically drawn to the foregoing clause in compliance with the provisions of **section 49(1)(a)**.

4 SOFTWARE MAINTENANCE AND SERVICES

Med-e-Mass or the Dealer shall render maintenance and support services to the **User** indicated in the Quotation.

4.1 General services

Med-e-Mass shall provide the following to the **User**:

- 4.1.1 telephonic support provided the call is made by the **User** and does not exceed 10 (ten) minutes;
- 4.1.2 **software** enhancements, which will comply with all legal requirements as well as the requirements of SAMA and BHF;
- 4.1.3 new releases of the **software**; and
- 4.1.4 customised developments requested by the **User**, which will be charged on a time and material basis at **Med-e-Mass's** ruling rate.

4.2 Corrective maintenance

On notification of a breakdown or deterioration in service due to a fault in the **software**, **Med-e-Mass** or the Dealer shall carry out repairs including the replacement of **software**, if necessary, and restore service.

4.3 Fault Reporting

The **User** shall report a breakdown of the **software** to **Med-e-Mass** or the Dealer. **Med-e-Mass** or the Dealer shall respond to such report .

4.4 Training

Med-e-Mass shall provide training to the **User's** members of staff who operate the **software**. The **User** shall ensure that every operator completes the **Med-e-Mass** basic training course on the use of the **software**. It is also the continued responsibility of the **User** to keep its staff trained in the use of the **software**. **Med-e-Mass** will evaluate the competency level of operators from time to time (in line with **Med-e-Mass's** records of support required by the **User** or by on-site spot checks) to ensure effective use of the **software**.

4.5 Availability of support services

The telephonic and on-site support referred to in clauses 4.1.1 and 4.2 above shall be available between 08:30 and 17:00 from Mondays to Fridays, excluding Public Holidays.

5 USE OF THE SOFTWARE

The **User** shall be fully responsible for the supervision, use, care and control of the **software**, including operating procedures of the designated computer. The **software** shall be used on a computer system approved for that purpose by **Med-e-Mass**, failing which; any warranties given by **Med-e-Mass** will lapse.

6 EXCLUSIONS

Consumers' attention is specifically drawn to the provisions of this clause 6 in compliance with the requirements of **section 49(1)(a)**.

The support and maintenance services do not include the following:

- 6.1 maintenance or repairs of electrical works or telecommunication lines, computing equipment, hardware, circuits and apparatus connected to computers or any accessories or devices;
- 6.2 all items of any nature not forming an integral part of the **software**;
- 6.3 the repair of equipment or **software** data corruption due to virus attack, **User** interference, **User** generated errors, failure to do back-ups, failure to do month-end routines, ignoring unbalanced or error reports or allowing an inadequately trained operator to use the system;
- 6.4 the repair of damage to the equipment or **software** or the restoration of lost service or data resulting from *vis major* or *causus fortuitus*, such as, but not limited to, strike, natural disaster, riot, flood, act of war, terrorism, accident, failure of transport, theft, fire, water, smoke, lightning, earthquake, neglect or misuse, including surge or outage of electrical power or the unavailability of water supply or means of communication or changes to the specified environment or any similar events which cannot, according to objective standards of reasonable conduct, be prevented or avoided by **Med-e-Mass**;
- 6.5 the supply of consumable items, such as cassettes, disks, batteries, lamps and ribbons;
- 6.6 repair of damaged equipment or restoration of service impaired directly or indirectly by the connection of accessories, attachments, devices or software, without the prior written consent of **Med-e-Mass**;
- 6.7 alterations or additions to the equipment or the service of operator facilities;

6.8 services necessitated by relocation or removing the equipment or any part thereof;

6.9 the cost incurred as a result of a request by the **User** 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 **User**, its employees, agents, contractors, anyone on the **User's** premises or any other person or cause beyond the control of **Med-e-Mass**; or

6.10 additional assistance if the **User** employs untrained staff or staff is on leave or sick.

7 WARRANTY AND LIMITATION OF LIABILITY

7.1 **Med-e-Mass** warrants that the **software** will perform substantially in accordance with its published specifications, which the **User** acknowledges it has received, provided always that the **software** is used on computer hardware, and in conjunction with an operating system, for which the **software** is designed.

7.2 **Med-e-Mass** or its accredited Dealer shall not be liable for any fault in the computer hardware or the **software** nor does **Med-e-Mass** warrant the integrity of any third party data or electronic information, including but not limited to converted data. **Med-e-Mass** or its accredited Dealer shall, in particular, not be liable for any consequential loss which the **User** may suffer as a result of any fault in the **software** and its aggregate liability arising from breach of this agreement will, in any event, not exceed the fees charged by **Med-e-Mass** for 1 (one) month.

7.3 **Med-e-Mass** gives no undertakings or warranties in addition to the undertaking and warranty respectively contained in clauses 3 and 7.1 above.

Consumers' attention is specifically drawn to clauses 7.2 and 7.3 in compliance with the requirements of **section 49(1)(a)**.

8 MEDICAL SCHEME TARIFFS

Med-e-Mass will ensure that medical scheme tariffs which are at its disposal are made available to be uploaded on the **User's** system. The linking of the scheme tariffs to a member or beneficiary of a scheme will be the responsibility of the **User**. **Med-e-Mass** shall not be liable for incorrect linking of scheme tariffs to scheme members or beneficiaries. The scheme tariffs which **Med-e-Mass** provides are based on information supplied by medical schemes or their administrators. **Med-e-Mass** cannot vouch for the accuracy or timeliness of the tariff changes which it relays to the **User** and does not accept any liability in this regard.

Consumers' attention is specifically drawn to this clause 8 in compliance with the requirements of **section 49(1)(a)**.

9 NON-TRANSFERABILITY

9.1 The **User** shall not, without **Med-e-Mass's** prior written consent, cede, assign, delegate or otherwise transfer its rights in terms of this agreement to any third party nor shall it allow any third party to use the **software**.

9.2 The licence will *ipso facto* lapse if there is a change in the membership, ownership or control of the **User**. In such event the **User** will have to apply for a new licence and pay the applicable registration fees.

Signed by or on behalf of the User:
