



## USERS LICENCE AGREEMENT

which entitles a User to avail itself of the **SERVICES POWERED BY RECOMED**

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"

<b>For Internal Use</b>	<b>Ref No:</b>
<b>Account No:</b>	<b>Contact Number:</b>
<b>Salesperson / Dealer:</b>	<b>Fax Number:</b>

<b>Client's full name:</b>			
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.....			
<b>Contact Person:</b>			
Tel No:		Fax No:	
Cell:		E-mail:	
Monthly Cost :	R199.00	Vat: R27.86	<b>Total: 226.86 (incl. Vat)</b>
Signed on behalf of the <b>Client</b> by (full name) ..... who hereby warrants his/her authority and binds himself/herself as surety and co-principal debtor of the <b>Client</b> in terms of this agreement and confirms that he/ she has read the terms and conditions overleaf.			
<b>Signature</b> ..... <b>Date</b> ...../...../ 20.....			

## DEBIT ORDER

The **Account Holder** authorises **Med-e-Mass** to debit the Bank Account, details of which appear below, in payment of monies payable to **Med-e-Mass** for services rendered (a copy of a cancelled cheque must be enclosed herewith).

BANK NAME: ..... ACCOUNT HOLDER: .....

ACCOUNT NO: .....ACCOUNT TYPE.....

BRANCH CODE: ..... **Signed by (full name)**.....

**Signature** .....**Date** ...../...../ 20.....

**Commencement date:** ...../...../ 20.....

## Terms and Conditions

### 1 GENERAL

- 1.1 This **Addendum** will apply to your healthcare practice if:
- 1.1.1 your practice is a **User** of one of **Med-e-Mass's** practice management applications systems (Elixir, ME +, HealthOne, Mastermed, Mastermed Premier or Medcodes) in terms of a **Users Licence Agreement** entered into between your practice and Altron TMT (PTY) LTD, acting on behalf of its Med-e-Mass Division hereinafter referred to as "**Med-e-Mass**"; and
- 1.1.2 you exercise the **appointments option** on the **Med-e-Mass website** (the "**website**") which will enable your practice to utilise the **services powered by RecoMed** to manage your **practice's** appointments with patients.
- 1.2 For purposes of these **Terms and Conditions**:
- 1.2.1 "**Agreement**" means the **Users Licence Agreement** referred to in clause 1.1.1 above;
- 1.2.2 "**Addendum**" means the addendum to the **Users Licence Agreement** contained in this present document;
- 1.2.3 "**RecoMed**" means RMed Online (Pty) Ltd, a company with registration no 2013/089029/07;
- 1.2.4 "**appointments option**" means an option, which:
- 1.2.4.1 is be open to your practice as a **User**; and
- 1.2.4.2 if exercised, entitles your practice, as the **Client**, to utilise the **appointment services** with regard to the management of your practice's appointments in terms of this **addendum**;
- 1.2.5 "**clients**" means **users** on whose behalf the **appointments option** has been exercised and "**Client**" refers to your practice as it will be by virtue of your acceptance of the **appointments option** on its behalf;
- 1.2.6 "**appointment services**" means the services to be rendered by **RecoMed** to **Med-e-Mass, clients** and patients by means of the "**RecoMed platform**";
- 1.2.7 "**RecoMed platform**" is a cloud-based software system developed and owned by **RecoMed**, which provides an open online calendar in which healthcare practitioners can book and manage appointments for their patients and patients can book and handle their own appointments with healthcare practitioners;
- 1.2.8 "**RecoMed software**" means the software embodied in or used in connection with the operation of the **RecoMed platform** and includes enhancements, developments, modifications, improvements and adaptations of such software and the **RecoMed platform**;

1.2.9 "**application**" means the customised integration of the **RecoMed software** and the integration software developed by **Med-e-Mass** to enable **Med-e-Mass** to on-sell and provide the **appointment services to clients**; and

1.2.10 "**software**" means the **RecoMed software** and the software embodied in the **application**.

### 2 MED-E-MASS AND ITS DEALERS TO ACT AS INTERMEDIARIES

- 2.1 **Med-e-Mass**, its representatives and dealers shall act as intermediaries in **RecoMed's** provision of the **appointment services to clients** and their patients.
- 2.2 The **Client** shall not communicate, or *a fortiori* forge direct relationships with **RecoMed** and, conversely, **RecoMed** is prohibited in terms of its agreement with **Med-e-Mass** from communicating or forming relationships with **clients** or their patients.

### 3 GRANT AND TERMS OF LICENCE

- 3.1 **Med-e-Mass** grants the **Client** a non-exclusive and non-transferable sub-licence to use the **software** for the utilisation of the **appointment services** subject to the terms and condition of this **Addendum**.
- 3.2 This **Addendum** shall commence on acceptance of the **appointments option** on behalf of the **User**, which in consequence of the acceptance becomes the **Client** in terms of this **Addendum**, and shall remain in force until terminated by either the **Client** or **Med-e-Mass**:
- 3.2.1 by giving the other party at least 90 (ninety) days' written notice of such termination; or
- 3.2.2 by termination or expiry of the **Agreement** for whatever reason, in which event this **Addendum** will also lapse.
- 3.3 **RecoMed** and **Med-e-Mass** retain ownership and all the intellectual property rights in or relating to the **software** as well as any copy thereof. The **software** is not sold and the **User** is only entitled to use it under licence while paying the agreed fees.
- 3.4 On termination of this **Addendum**, for whatever reason, the **Client** shall forthwith cease to use the **software**, failing which, **Med-e-Mass** shall be entitled to have unhindered access at any reasonable time to the **Client's** premises and computers in order to remove the **software** or render it inoperative.

### 4 SERVICE FEES

The fees payable by the **Client** for the **appointment services** and the use of the **software** will be as indicated on the **Website** at the time when the **appointments option** was exercised on behalf of the **Client**.

### 5 OBLIGATIONS OF THE CLIENT

- 5.1 All the obligations of the **Client** as **User** in terms of the **Agreement** shall apply, with the necessary adaptations, to

the **Client's** use of the **software** in terms of this **Addendum**, including, but not limited to:

- 5.1.1 the payment of fees;
- 5.1.2 escalation of the fees;
- 5.1.3 the prohibition on the **Client's** use of the **software** at more than one site;
- 5.1.4 training of the persons attached to the **Client** who will operate the **software**;
- 5.1.5 observance of the *User Guide* and instructions given during the initial training;
- 5.1.6 changes in the selected services required by the **Client**;
- 5.1.7 the prohibition on the **Client's** making of copies or the transfer of the **software** over a network, modem or in any other way;
- 5.1.8 the prohibition on the **Client's** modification of the **software** in any way; and
- 5.1.9 **Med-e-Mass's** entitlement to have the **Client's** records audited to check the **Client's** compliance

with the **Client's** obligations in term of this **Addendum**.

## 6 SOFTWARE MAINTENANCE AND SERVICES

The provisions of the **Agreement** in respect of "General Services", "Corrective Maintenance", "Fault Reporting", "Training" and "Availability of Support Services" shall apply, with the necessary adaptations, to the services which **Med-e-Mass** is obliged to render to the **Client** in respect of the **Client's** utilisation of the **software** and the **appointment services**.

## 7 WARRANTY AND LIMITATION OF LIABILITY

The provisions of the **Agreement** in respect of the warranty given by **Med-e-Mass** and the limitation of **Med-e-Mass's** liability shall apply equally to **Med-e-Mass's** provision of the **appointment services** in terms of this **Addendum**.

## 8 NON-TRANSFERABILITY

The restriction on the transfer of the **User's** rights in terms of the **Agreement** shall apply equally to the transfer of the **Client's** rights in terms of this **Addendum**.