



GoodX Software

Canada General Terms & Conditions, Policies and Standard Operating Procedures

1. INTRODUCTION

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

2. INTERPRETATION

- 2.1. A statute or statutory provision is referred to 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 any of the provisions of this Agreement that 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. "The Arbitration Body" means the Central Arbitration Committee.
- 3.2. "Agreement" shall mean the signed written GoodX Software Canada Standard Licence, Services & Operator Agreement as referred to in the introduction and read together with these GoodX Software Canada 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 Parties sign the Agreement.
- 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 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. "Copyright" shall mean all rights of Copyright, whether existing now or in the future, in and to GoodX Software.
- 3.10. "Data" shall mean any data, including personal information as defined in the data legislation of the country governing this Agreement.
- 3.11. "Data Protection Laws" means the data protection laws, regulations and ethical guidelines of the country governing this Agreement.
- 3.12. "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.
- 3.13. "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.
- 3.14. "Entity" means a business unit or healthcare service provider embedded within an Install and which is usually associated with a council practice number.
- 3.15. "Feedback report" means an electronic response report which sets out the details of each transaction received by GoodX from a Destination.
- 3.16. "General Terms and Conditions" shall mean the Canada General Terms and Conditions, Policies and standard operating procedures as published on the official GoodX Canada website and forming part of the Agreement as if reproduced specifically in the Agreement.
- 3.17. "GoodX" shall mean GoodX Ltd (Registration number 13928313), and for purposes of services and support rendered to the Client and processing of data will include all the South African Joint Venture Companies to which information the Client can have access to upon request.
- 3.18. "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.
- 3.19. "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 Scheme or administrator.
- 3.20. "GoodX's Standard Hours" shall mean 08h00 to 16h30 on all days excluding Saturdays, Sundays and public holidays.
- 3.21. "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.
- 3.22. "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.

- 3.23. "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.
- 3.24. "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.
- 3.25. "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.
- 3.26. "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.
- 3.27. "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.
- 3.28. "myGC" shall mean the electronic patient portal that connects the healthcare service provider's software with patients for sharing information and other functionalities.
- 3.29. "Official support email address" shall mean help@goodxhealthcare.ca.
- 3.30. "Parties" shall mean both GoodX and the Client.
- 3.31. "Process" shall have the meaning ascribed to it in the data protection laws of Canada.
- 3.32. "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 the Client or services that the Client may accept under separate quotations that may be provided at the Client's request after the Commencement Date.
- 3.33. "Short Message Service" or "SMS" shall mean a 160-character text message that is sent to a cellular phone from GoodX Software.
- 3.34. "SMS Service" – The method of sending SMS messages through GoodX Software.
- 3.35. "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.
- 3.36. "System" shall mean the Client's complete computer system, incorporating both computer hardware and computer software.
- 3.37. "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.
- 3.38. "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.
- 3.39. "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.

- 3.40. "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.
- 3.41. "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 or 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 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. GoodX shall conduct such audits 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 Client operating procedures 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 Client's location, 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:



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- 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 Data Protection Laws.
- 5.7. if it wishes 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 install the GoodX Software successfully, 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 GoodX has received proof of payment of the initial installation fee.
- 6.3. GoodX, or its accredited Agent designated to service the Client, shall, within a reasonable time after the commencement of this agreement and a 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 examining and testing 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 Client's server(s) and/or computers directly on-site or via the Internet 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 schemes, medicine, and material data updates can be purchased directly from GoodX or preferred service providers. The client is liable for its own updates unless the Client's Install is hosted on the GoodX Cloud or the Client uses the GoodX Web App.
- 7.4. If the Client directly contracts with another service provider, updates will only be provided upon annual proof that the Client is authorised to receive the updates.

8. USE OF AI FUNCTIONALITY

8.1. Description of AI Services

- 8.1.1. GoodX Software includes Artificial Intelligence (AI) functionality intended to support users in drafting clinical notes and reports.
- 8.1.2. The AI functionality generates draft content based on user input and is designed for productivity support only.

8.2. No Medical Advice or Professional Substitute

- 8.2.1. The Client acknowledges that:
 - 8.2.1.1. The AI functionality is not a substitute for independent clinical judgement or professional medical advice.
 - 8.2.1.2. Does not diagnose, treat, or provide clinical recommendations.
 - 8.2.1.3. Is intended to assist with content generation and not to replace qualified decision-making by registered healthcare professionals.
 - 8.2.1.4. All AI-generated content must be reviewed, edited, and approved by a suitably qualified person before use in any official or clinical capacity.

8.3. Accuracy and Limitations of AI Output

- 8.3.1. The Client accepts that:
 - 8.3.1.1. AI-generated content may be incomplete, outdated, or contextually inappropriate.
 - 8.3.1.2. GoodX does not guarantee the accuracy, relevance, or reliability of AI outputs.
 - 8.3.1.3. The Client uses the AI functionality entirely at its discretion and risk.

8.4. Compliance with Data Protection Laws and Data Confidentiality

- 8.4.1. GoodX relies on external providers and/or hardware systems to deliver AI services. GoodX endeavours to do this in a way that is compliant with the Data Protection Laws.
- 8.4.2. The Client is responsible for ensuring that any personal information entered into the Software, including through the AI functionality, is processed lawfully.
- 8.4.3. GoodX retains AI-generated content for audit, support and quality management purposes.
- 8.4.4. Personal information is not transmitted to unauthorised third parties.
- 8.4.5. All processing of personal information remains subject to GoodX's Data Protection and Privacy Policy, which complies with the Data Protection Laws.

8.5. Suspension or Discontinuation of AI Functionality

- 8.5.1. GoodX reserves the right, at its sole discretion, to modify, suspend, or withdraw the AI functionality at any time without notice or liability, particularly where usage may violate these terms or applicable Data Protection laws.

8.6. Indemnity and Limitation of Liability

- 8.6.1. The Client agrees that the AI functionality is provided "as is" and "as available" without warranties of any kind, and that:
 - 8.6.1.1. GoodX shall not be liable for any loss, damage, or claim arising from reliance on AI-generated content.

- 8.6.1.2. This includes any claims related to alleged clinical misjudgements, professional negligence, or violations of the Data Protection Laws or other applicable legislation.
- 8.7. Clinical AI Function Usage Charges
 - 8.7.1. The Clinical AI function is billed on a usage basis, at the rates published by email to the Client's Information Officer, which may be amended from time to time upon written notice by GoodX.
 - 8.7.2. By accessing or using the Clinical AI function, the Client expressly acknowledges and agrees to incur such charges, and that such usage constitutes acceptance of the applicable pricing and payment terms.
 - 8.7.3. All usage will be metered by GoodX's systems, and GoodX's records will be deemed conclusive for billing purposes unless proven otherwise by the Client. All usage charges are non-refundable and will be invoiced in accordance with the payment terms of this Agreement, including any charges identified after the billing period to which they relate.
 - 8.7.4. The Client remains liable for all charges associated with its account, regardless of whether usage was authorised by the Client's personnel or third parties with access to the account.

9. TARIFFS, MEDICAL SCHEMES, MEDICINE AND MATERIAL DATA UPDATES

- 9.1. **Scheme and private tariffs, Medical Schemes, Medicine and Materials**
 - 9.1.1. GoodX provides free updates on the data supplied by the Client.
 - 9.1.2. The Client undertakes to ensure that data updates are correct.
 - 9.1.3. Though GoodX quality controls the updates, GoodX does not guarantee their correctness and does not take liability for any losses incurred due to the Client's use of the data captured in the software.
- 9.2. **Limitation of liability for the use of data**
 - 9.2.1. Although GoodX will, within 48 (forty-eight) hours of having become aware of errors or deficiencies in data, use its best endeavours to identify and correct them in the data, the Client acknowledges that GoodX does not perform any independent analysis or investigation to verify the accuracy of the data the Client supplies, and
 - 9.2.2. The Client acknowledges that GoodX will not be responsible for any losses, claims or other damages that the Client may suffer as a consequence of the Clients' neglect to validate the data captured in the software.

10. GOODX SWITCH SERVICES

- 10.1. Switch services incur additional charges as per Part A or separate quotations.
- 10.2. GoodX shall:
 - 10.2.1. transfer the Client's transactions to the destinations specified by the Client in the format required by the destination for the specific transaction type.
 - 10.2.2. 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.

- 10.2.3. store the Client's transactions in electronic format.
- 10.2.4. observe and protect the confidentiality of the Client's transaction data.
- 10.2.5. maintain a back-up to ensure continuity, security and audit ability of its services to the Client and the participating destinations.
- 10.2.6. 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.
- 10.2.7. return to the Client a feedback report after each submission of transactions.
- 10.3. The Client shall:
 - 10.3.1. 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.
 - 10.3.2. endeavour to use the services for all destinations.
 - 10.3.3. follow up regularly with the destination on accounts that have not been paid 30 (thirty) days after the service date.
 - 10.3.4. 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.
 - 10.3.5. be responsible for acquiring and maintaining, at its cost, the means to connect to and access the services and its own security systems to ensure the integrity of its communication.
 - 10.3.6. upon activation of the GoodX Switch, have access to all the switching features and access to and import functionality of cardholder file information of the Medical Schemes.
 - 10.3.7. take all steps necessary to ensure that only the Client or the Client's authorised representatives can access 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 from the unauthorised use of the switching features and indemnifies GoodX against any claims arising from such unauthorised use.
 - 10.3.8. ensure that the Client's computer system complies with the minimum specifications as required by GoodX from time to time as per the information on the GoodX Learning Centre under System Requirements.

11. MEDICAL SCHEME ELECTRONIC REMITTANCE ADVICES (ERAS)

- 11.1. ERA services incur additional charges as per Part A or separate quotations.
- 11.2. By completing the relevant documentation to activate electronic remittance advices, the Client gives consent that Medical Schemes, administrators, or other Destinations are authorised to supply GoodX with electronic remittance advices.
- 11.3. GoodX is responsible for downloading electronic remittance advice files into the relevant mailboxes for the Client's access, and the client is responsible for downloading the files from the mailboxes.

- 11.4. The Client shall only receive electronic remittance advices from Medical Schemes and Administrators or other Destinations with electronic remittance advice capability and shall cease to receive printed remittance advices from these Schemes or Companies.
- 11.5. Only Clients with the required electronic remittance advice capable software shall be able to receive electronic remittance advices.

12. GOODX SMS SERVICES

- 12.1. SMS services incur additional charges as per Part A or separate quotations.
- 12.2. 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, each payable separately.
- 12.3. 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.
- 12.4. 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.
- 12.5. Any activity that GoodX believes could subject it to criminal liability, civil penalty, or judgment will result in immediate termination of the SMS Service.

13. 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:

- 13.1. 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.
- 13.2. The Client will familiarise itself with the requirements of the country regulating this Agreement's laws about the protection of the user's personal information.
- 13.3. The Client understands that myGC is not the author of or responsible for information shared on myGC, whether from the patient or 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.
- 13.4. 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.

- 13.5. The Client will be given the 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.
- 13.6. 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 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.
- 13.7. The Client acknowledges that future functions and options which the Client will have the option to select or deselect 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.
- 13.8. 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.

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

- 14.1. Online Payment Link services incur additional charges as per Part A or separate quotations.
- 14.2. Online Payment Links include the following services:
 - 14.2.1. Email & SMS notifications to patients with payment links
 - 14.2.2. Patient verification
 - 14.2.3. Account viewed verification with a timestamp.
- 14.3. From 1 December 2023, the collected fees and the agreed-upon percentage-based transaction fees for payment link settlements received in a month will be processed as follows:
 - 14.3.1. The full collected amount will be paid into the Client's business account two business days after payments were received via online payments. and
 - 14.3.2. The percentage-based transaction fees will be presented as a separate line item on the Client's monthly GoodX invoice.
 - 14.3.3. Payments into the Client's account will be accompanied by an ERA in the GoodX Web App for quick invoice allocation.
- 14.4. GoodX reserves the right to reverse payments via debit order or deduction from the next payments if any Medical Debtor lodges a dispute 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 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.
- 14.5. Any payment dispute should be lodged in writing to the official support email address or client portal, and GoodX undertakes to provide a resolution within 21 working days.

15. VoIP SERVICE

- 15.1. VoIP services incur additional charges as per Part A or separate quotations.

- 15.2. GoodX will provide VoIP services 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.
- 15.3. Upon acceptance of the VoIP quotation, the Client expressly permits GoodX to use the required Personal Information of the Client to register the Client with the necessary authorities regulating communication services.
- 15.4. 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.
- 15.5. The Client must not use or permit the usage of the VoIP services in a manner inconsistent with any applicable laws and regulations.
- 15.6. 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.
- 15.7. The Client understands:
 - 15.7.1. that the VoIP service is provided as a best-effort service.
 - 15.7.2. that any telephone number provided by GoodX to the Client shall be leased and not sold.
 - 15.7.3. 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.
 - 15.7.4. 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.
 - 15.7.5. that a hardware VoIP phone can be added after acceptance of a quotation for the device(s).
 - 15.7.6. 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.
 - 15.7.7. 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.
- 15.8. The Client agrees to adhere to all the applicable telephony regulations, including the regulations imposed by the telephony authority.

16. HARMONY RS

- 16.1. Harmony RS services incur additional charges as per Part A or separate quotations.
- 16.2. Harmony RS is 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.
- 16.3. GoodX will license Harmony RS to Clients in countries where a licencing agreement between GoodX and Harmony has been established, and upon acceptance of the quotation, will continue until terminated with one calendar month's written notice or failure to pay the fees and expenses as agreed upon.
- 16.4. 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.
- 16.5. GoodX provides and maintains an API between GoodX Software and Harmony RS to flow data between the two software systems. The terms related to API integrations apply to the Harmony RS/GoodX integration.
- 16.6. All documentation concerning the product is published on the online GoodX Learning Centre, Clinical Integrations, Harmony RS - Ophthalmology Integration.
- 16.7. Harmony RS utilises a cloud system following the specifications published from time to time on the online GoodX Learning Centre. The cloud hosts the client's business data. GoodX will monitor the cloud to ensure that it is managed to comply with the relevant data protection laws.
- 16.8. The Client undertakes to adhere to the minimum software requirements published in the online Learning Centre, Clinical Integrations, Harmony RS—Ophthalmology Integration.
- 16.9. The Client accepts full responsibility for using Harmony RS.
- 16.10. The Agreement's limitation of liability clause protects GoodX and THS.

17. API INTEGRATIONS

- 17.1. API Integration services incur additional charges as per Part A or separate quotations.
- 17.2. 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:
 - 17.2.1. 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.
 - 17.2.2. The Client grants permission for the API Third Party Software to import/export data into/from the client's GoodX Software.
- 17.3. GoodX undertakes to provide the API Third Party with the necessary integration details to complete the integration.

- 17.4. 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.
- 17.5. 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.
- 17.6. The Client and API Third Party acknowledge that the integration is done solely at the client's risk.
- 17.7. 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.
- 17.8. 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.
- 17.9. 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.

18. TRAINING AND SUPPORT SERVICES INCLUDED IN THE SOFTWARE LICENCE FEES

GoodX shall, with effect from the date of installation of the Software, render the following remote support services during normal business hours, namely between 8h00 and 16h30, Monday to Friday, as part of the Software Licence Fee with no additional charges:

- 18.1. telephonic support following the provisions set out hereinafter.
- 18.2. 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.
- 18.3. program updates at the request of the Client – take note that if the Client refuses to receive program updates, support could be suspended pending updates.
- 18.4. foundational GoodX Software and Switch training:
 - 18.4.1. at the training centres of the GoodX offices, or
 - 18.4.2. via an online platform, and
 - 18.4.3. through the free Click and Learn GoodX Software courses on the GoodX Online Short Courses platform.

19. ADDITIONAL PAID SERVICES

The Licence Fee does not cover the following additional services, and they will incur additional charges as per Part A or upon written acceptance of quotations. These fees will be payable at the end of the month in which the services were rendered unless otherwise stated in this document:

- 19.1. All services that are marked in this document as incurring additional charges.
- 19.2. Support services during the following circumstances and hours:
 - 19.2.1. Support outside the GoodX Standard Hours.

- 19.2.2. Remote emergency support after hours will be billed at R500 per call for the first call, limited to one hour, and thereafter at R500 per hour or part thereof. Only Critical and High-severity calls will be addressed outside business hours. These requests will be addressed with the best effort.
- 19.2.3. Planned on-site assistance per prior quotation during business or after-hours as agreed upon.
- 19.2.4. Emergency on-site assistance during and after hours.
- 19.3. If GoodX is required to do any installation, support, maintenance, or training at the Location, there will be travel costs and an hourly rate for work done.
- 19.4. The following training is excluded from the unlimited free foundational training:
 - 19.4.1. Financial Management (Bookkeeping).
 - 19.4.2. Stock control.
 - 19.4.3. Creditors management.
 - 19.4.4. Credit control and debt collections.
 - 19.4.5. Any on-site training at the Client's Location(s).
- 19.5. Programming fees will be charged for any changes the Client requires in the software.
- 19.6. Annual price updates for custom prices and year-end procedures.
- 19.7. 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 the recovery and repair of the data at an hourly rate.
- 19.8. Data import if data is provided in the format as required by GoodX.
- 19.9. The repair of software data corruption due to virus attacks, 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.
- 19.10. Transfers of the GoodX Software from servers and/or computers to the Cloud and vice versa, as well as all Cloud user fees.
- 19.11. Additional installations of the Software on workstations or re-installations of the Software on the computers and/or servers of the Client after one month of the initial installation.
- 19.12. Upgrades.
- 19.13. New entities registered and installed or re-installed in the GoodX Software.
- 19.14. 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.

20. STANDARD SERVICE LEVELS

- 20.1. Effective support is a result of maintaining consistent service levels.
- 20.2. GoodX undertakes to:
 - 20.2.1. meet response times associated with service-related incidents as per the following schedule:

Severity	Feedback	Workaround/Resolution
Critical	2-hourly	8 hours
High	4 hours	24 hours
Medium	48 hours	4 days
Low	4 days	3 days
Bug fixes	4 days	N/A
Requests	4 weeks	N/A
Maintenance	N/A	N/A

20.2.1.1. Take note:

- 20.2.1.1.1. All issues are not critical, and should the Client mark an issue with a higher severity compared to the table below, GoodX reserves the right to amend the severity of the issue.
- 20.2.1.1.2. On Tuesday nights, the GoodX databases are maintained, and new software versions are loaded.
- 20.2.1.1.3. Information about new releases can be viewed at updates.goodxcloud.co.za, under the Latest Releases tab on your Client Portal, and under the 'About tab' on the GoodX Web.
- 20.2.1.1.4. Times calculated are based on business hours and not 24 hours.
- 20.2.1.1.5. After-hours support is a best-effort service and is excluded from the schedule.

20.2.2. give notification to the Client for all scheduled maintenance.

20.2.3. communicate changes made to the software in the form of release notes hosted on the release note website and communication sent via email to the Information Officer's email address on the GoodX Management System. Should the Information Officer details change, the Client undertakes to communicate this change to the official support email address or client portal.

20.3. Updates will occur to keep the software updated to the latest version. Written communication is needed from the Client in case the Client does not want version updates. Should the Client refuse updates, the Client hereby acknowledges that:

- 20.3.1. support may be suspended,
- 20.3.2. current issues will not be rectified,
- 20.3.3. delayed updates may negatively impact the data once updates continue and
- 20.3.4. additional fees may be incurred for the Client's account to host and manage the installation separately.

20.4. The Client undertakes to mark all service requests with the following priority types:

Severity	Priority	Description
Critical	Most urgent priority	GoodX Systems completely unavailable or available but completely inoperable

High	Urgent priority	Errors/incidents impacting the operability of the system to a lesser extent
Medium	Normal priority	Sporadic system errors/incidents that have a small impact on the operability of the system
Low	Low priority	Small error or bug
Requests Bug fixes	Client to indicate, GoodX to determine	Any requests for new functions or enhancements on GoodX
Maintenance	Normal priority	Administrative type requests, e.g., Creating users

21. PROCEDURE FOR REQUESTING SUPPORT SERVICES

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

- 21.1. GoodX shall not be required to provide Support Services unless requested by the Client.
- 21.2. 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.
- 21.3. To prevent conflicting instructions, the client will use one or two employees as the point of contact between the Client's business and GoodX.
- 21.4. The Client will use the automated ticket-logging process provided by GoodX and will receive a reference number for each issue.
- 21.5. All issues and requests should be logged via the official support email address or client portal and must contain sufficient information to investigate and, if necessary, replicate the issue.
- 21.6. All issues should be logged with the relevant "Severity – Clear Description of issue" in the subject field.
- 21.7. GoodX will provide a dedicated contact person (First Client Liaison or "FCL") with a full support team as a backup to assist when the FCL is unavailable.
- 21.8. All critical issues should be escalated to GoodX telephonically immediately after they are logged, and GoodX should be provided with the issue number.
- 21.9. After a ticket has been created on the Client portal, with all relevant details about the required fields (Severity, Steps to Reproduce, Screenshots/Videos), the Client can phone GoodX with the ticket number, and a message can be left with the receptionists, with the following information:
 - 21.9.1. Practice nr.
 - 21.9.2. Name of the caller.
 - 21.9.3. Summary of the issue.
 - 21.9.4. Urgency of the issue.
- 21.10. GoodX will provide remote assistance using:
 - 21.10.1. Remote Desktop and a Virtual Private Network where available. OR

21.10.2. TeamViewer/Anydesk.

22. TRAINING: BOOKINGS, CANCELLATIONS & NO-SHOWS

- 22.1. Fundamental GoodX Software training is available to all Clients during the Client and employee onboarding process and to the Client's employees who need refresher training.
- 22.2. Bookings for training sessions must be made at least two days in advance.
- 22.3. Twelve places per fundamental training session are available, and new clients are prioritised.
- 22.4. There is a 24-hour cancellation policy. All no-shows and cancellations within 24 hours will be charged R150 per booked delegate fee, which will be added to the practice's account.
- 22.5. Online/virtual training sessions are scheduled over Google Meets. To access a session, the delegate must have a registered Gmail account, a stable internet connection, a microphone, and speakers or headsets for effective communication. Without this, the trainer may cancel the session and reschedule once the delegate meets the requirements.
- 22.6. Should the Client have to wait for availability, the Client and their employees can proceed with online training by accessing the free online Click & Learn training material on the GoodX Online Short Courses platform: courses.goodx.co.za.

23. ON-SITE TRAINING

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

- 23.1. Acknowledges that on-site training services incur additional charges per Part A or separate quotations.
- 23.2. Confirms that the trainees will be available for training during all training sessions.
- 23.3. Undertakes to encourage trainees to continue using the online Learning Centre user manuals and Click & Learn courses to increase capability on the GoodX system.
- 23.4. Acknowledges the difficulties experienced with on-site training, e.g., trainees will not make themselves fully available for training, and distractions may cause trainees not to engage fully in 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.
- 23.5. Acknowledges that if the on-site training sessions were terminated as described above, the Client would 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.
- 23.6. Confirms that the training consultant will provide the Client with a report after completing the training sessions to confirm whether the necessary training was completed successfully.

24. SERVICES NOT DELIVERED BY GOODX

GoodX will not perform the following services:

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

25. CONFIDENTIALITY & DATA PROTECTION

- 25.1. GoodX will not partake in any dispute between the Client and any Entities about data ownership. 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 can adhere to the settlement agreement or court order.
- 25.2. 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.
- 25.3. 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 a Non-Disclosure Agreement with GoodX and necessary for the execution of this Agreement. The Parties shall prevent disclosure of the Confidential Information, except as required by law.
- 25.4. 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.
- 25.5. The Client hereby authorises GoodX to use any data on the Client's system for industry research and training, provided that the data is depersonalised.
- 25.6. 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.
- 25.7. GoodX hereby warrants, represents, and undertakes in favour of the Client that it shall strictly comply with all applicable Data Protection Laws to the best of GoodX's ability, which may be in force.
- 25.8. 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.
- 25.9. 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.
- 25.10. 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 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.

- 25.11. GoodX shall take reasonable steps to identify all foreseeable internal and external risks posed to Data under GoodX's possession or control and establish and maintain appropriate safeguards against any identified risks. 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.
- 25.12. The Client acknowledges that it takes time to:
- 25.12.1. comply with new industry standards,
 - 25.12.2. mitigate new risks, and
 - 25.12.3. agrees that not all new developments can be done instantly. The Client accepts the risk that these constraints pose.

26. SECURITY

- 26.1. 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 cause damage to the Cloud otherwise. The Client expressly consents to such monitoring, subject to GoodX complying with this Agreement's privacy and data confidentiality policies.
- 26.2. 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.
- 26.3. 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.
- 26.4. Any possible criminal activity will be reported to the appropriate authorities with any evidence that may be gathered.
- 26.5. 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.
- 26.6. Both the Client and GoodX shall maintain written security policies and procedures that are fully implemented and applied when processing personal information.
- 26.7. 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 implemented on an ongoing basis to maintain compliance with the requirements set out in the Data Protection Laws.

27. DISPUTE RESOLUTION

- 27.1. In the event of 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 herein, the said dispute or difference shall, on written demand by either Party, be submitted to arbitration in Gauteng in accordance with the Arbitration Body rules, which arbitration shall be administered by the Arbitration Body.
- 27.2. The arbitration shall be held in Auckland.
- 27.3. Should the Arbitration Body, 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 Arbitration Body rules for commercial arbitration (as last applied by the Arbitration Body) 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 concerning the dispute. If the Parties' attorneys fail 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.
- 27.4. Any Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the Arbitration Body rules for commercial arbitration.
- 27.5. 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 judgment in relation to a liquidated claim.
- 27.6. Any arbitration under this clause (including any appeal proceedings) shall be conducted in camera, and the Parties shall treat the details of the dispute submitted to arbitration, the conduct of the arbitration proceedings, and the outcome of the arbitration as confidential.
- 27.7. This clause will continue to be binding on the Parties, notwithstanding any termination or cancellation of this Agreement.
- 27.8. The Parties agree that a written demand by a Party to the dispute under this clause that the dispute or difference be submitted to arbitration is deemed a legal process to interrupt the extinctive prescription in terms of the country's laws.

28. REFUND POLICY

- 28.1. 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.
- 28.2. No reversals of credit card payments will be allowed after services were provided to the Client.

29. CANCELLATION POLICY

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



GoodX Software

Canada General Terms & Conditions, Policies and Standard Operating Procedures

30. TRANSACTION CURRENCY

The transaction currency used by GoodX is the Canadian Dollar.

31. COUNTRY OF DOMICILE

Canada.

32. MINIMUM SYSTEM REQUIREMENTS

The minimum & Recommended Computer Requirements are published on the GoodX Learning Centre (<https://learning.goodxhealthcare.ca>), System Requirements.

33. CHANGE LOG

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

15 March 2025:

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

1 July 2025:

1. Addition of new clause 8: Use of AI Functionality.

1 September 2025:

1. Definition of Harmony RS moved from the definitions to the Harmony RS clause.
2. Clause 8: Use of AI Functionality - replaced in totality. AI is automatically included in the Software and billed separately on a usage basis, at the rates first published by email to the Client's Information Officer and updated annually.