



OUTCOMESIT END USER LICENCE AGREEMENT

Last updated: 7 May 2020; 30 July 2021; 4 Oct 2021; 7 Feb 2023

Please read and ensure that you understand the content of the End-User Licence Agreement's Terms & Conditions and the associated Privacy Policy prior to completion and signature of the End- User Registration Form.

End -User Registration

Entering into this Agreement:

The End User Licence Agreement constitutes a valid and binding agreement between OutcomesIT and you as a registered end user, for the use of Outcomes IT.

Subsequent to perusal of all terms and conditions, you may enter into this Agreement by clicking on the ACCEPT button on the registered end- user form.

By completing the End-User Registration Form and/or accessing Outcomes IT you confirm that you understand and do not take issue with this Privacy Policy, the Terms & Conditions and the End-User Registration Form. If you object to anything in this agreement/policy please do not accept the terms and conditions of this agreement.

End-User Registration for Outcomes IT is only available to health practitioners, social workers, occupational therapists, and nurses registered to practice in South Africa under relevant legislation including the Health Professions Act No. 56 of 1974 (as amended).

By providing your email address through the registration process you, consent to receive emails from us relating to any relevant medical news and/or updates that might be of importance to you (including product and services updates).

Section 1 Definitions

1.1 Agreement: this End- User Licence Agreement as may be modified and or amended from time to time. 1.2

Anniversary Date: each successive anniversary of the Effective Date.

1.3 Analytical Data: Medical Information which is extracted in a de-identifiable or anonymised and aggregated statistical and analytical format/report/database, wherein said Analytical data expressly excludes personal information as to the registered End-User and or patient/natural person

1.4 Confidential Information: All Medical and Personal Information uploaded by the registered End-User, all information exchanged between the Parties to this Agreement whether in writing, electronically or orally.

1.5 **Effective Date:** the date on which this Agreement is entered into upon your clicking on the ACCEPT button and receipt of

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your user name and password against validation of your qualification.

1.6 **End- User:** means the subscriber to the Licence Agreement and registered with the relevant board and as per relevant legislation and regulations as promulgated in South Africa as a health practitioner, occupational therapist, social worker, or nurse.

1.7 **Intellectual Property:** all intellectual property rights including but not limited to copyright, registered and unregistered trademarks, domain names, patents, know-how and trade secrets belonging to OutcomesIT.

1.8 **Medical Scheme** A medical scheme is a non-profit organisation, governed by a board of trustees, and must be registered with the Council for Medical Schemes. This means it does not have shareholders or pay dividends and that the Scheme's income can only ever be derived from member contributions and investment returns.

1.9 **Medical aid:** Medical aid is a form of insurance where you pay a monthly amount – called a contribution or premium – in return for financial cover for medical treatment you may need, as well as any related medical expenses.

1.10 **Medical Information:** information regarding medical history, medical condition, suburb/town/city of residence or employ, diagnosis, prognosis, treatment, improvement in diagnosis and recovery, including ICD 10 Codes.

1.11 **Operator:** means a person who processes personal information for a Responsible Party in terms of a contract or mandate without coming under the direct authority of that party

1.12 **OutcomesIT:** means a company registered and incorporated under the terms of South African Law under company registration no. 2015/249024/07 having physical address of Kenilworth Road, Kenilworth, Cape Town, 7708.

1.13 **Parties:** OutcomesIT and the Registered End- User.

1.14 **Personal Information:** includes patient and or registered End- User information regarding name, ID number, exact physical address, contact information (email and telephone) and medical aid information.

1.15 **Practice Information:** Data and/or information relating to your name, contact details (telephone, email, website), ID number, work address, payment information, practice name, and registration number and details under the Health Professions Act No. 56 of 1974 (as amended)

1.16 **Responsible Party:** means a public or private body who alone or in conjunction with others determines the purpose of and means for processing Personal Information. In this instance, the registered End-User health care practitioner.

Section 2 Licence and Restrictions

2.1 **Licence:** Outcomes IT hereby grants the Registered End- User a non-exclusive, non-sublicensable and non-assignable licence to access, install and use OutcomesIT for making use of the electronic software patient management program according to your subscription type and in accordance with this Agreement without making any amendments to the software or its source code.

2.2 Acceptance

2.2.1 Subsequent to perusal of all terms and conditions, you enter into this Agreement by clicking on the ACCEPT button on the End-User Registration Form.

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2.2.2 By completing the End-User Registration Form and/or accessing Outcomes IT you confirm that you understand and have no objections to, and do not take issue with this Privacy Policy, the Terms & Conditions and the User Registration Form.

2.2.3 End-User Registration for Outcomes IT is only available to health practitioners, social workers, nurses, occupational therapists registered to practice in South Africa under the relevant legislation including the Health Professions Act No. 56 of 1974 (as amended).

2.3 Password, Password Strength and Security

Registration and payment will be confirmed via email and you will be required to re-set your password against the allocated username. **TAKE NOTE:** Please note that these details must be kept safe offline. We encourage making use of a password including at least six (6) characters, one upper case letter, one lower case and at least one numeral or one symbol. We further recommend that you consider changing your password from time to time. **Please note that submissions made via email are not protected by encryption and are vulnerable to interception during transmission. We do however make use of two-factor authentication to be enabled by the Registered End- User.**

Section 3 Licence Fees and Payment

3.1 Outcomes IT (Pty) Ltd grants an annual, automatically renewable licence (unless terminated as per clause 4.2), to the Registered End-User to access and use Outcomes IT Software in exchange for payment as **per the payment pricing schedule and selection** indicated on the registration form and or website, and in the event of a functionality customization per quotation. Payment may be effected as follows:

3.1.1. via Debit Order either recurring payments in **advance per annual subscription**; or

3.1.2 via Debit Order one **once off payment** in advance per annual subscription; or

3.1.3 via Debit Order two payments **every six months in advance per annual subscription**; or

3.1.4 via EFT one **once off payment in advance per annual subscription**; or

3.1.5 via EFT **two payments every six months in advance per annual subscription**.

3.1.6 **upon agreed to payment terms** in the event of a functionality customization quotation for an organization or other legal entity.

3.2 OutcomesIT reserves the right to increase the fees annually and should the Registered End-User not agree to the increased fees, the Registered End-User has the right to terminate the Agreement.

3.3 The right to use and to continue using the software is subject to OutcomesIT receiving full and timeous payment of all amounts due under this Agreement, and notwithstanding any provisions to the contrary in this Agreement, OutcomesIT shall have the right to prevent the Registered End-User from using its software if the Registered End-User is in arrears in terms of the obligations of this Agreement and or to report such default to a credit bureau which shall have a negative effect on your credit standing. In addition, you undertake to pay for any legal and debt collection costs resulting from such non-payment or

payment in arrears.

3.4 Once your account is activated no refund is applicable unless required by law.

3.5 You consent to us using third party Netcash as a debit order and payment platform.

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Section 4 Duration and Termination

4.1 Duration: This subscription shall commence on the Effective Date and shall renew annually automatically unless cancelled in accordance with the provisions below:

4.2 Termination by the Registered End-User: You may cancel this agreement upon one months' notice to info@outcomesit.co.za titled Cancellation of (End User Name) prior to the Anniversary Date.

4.3 Termination by OutcomesIT: We reserve our right to limit, terminate, cancel or suspend your account and Licence by written notice, effective immediately, if the Registered End-User:

4.3.1 materially breaches any term of this Agreement and either that breach at the choice of OutcomeIT; or

4.3.2 does not pay Licence fees due in terms hereof, or

4.3.3 if we determine, through reasonable investigation and enquiries, that you have breached this Agreement, infringed on intellectual property rights, engaged in fraudulent, immoral or illegal activities or other similar reasons. Outcomes IT shall affect such termination by providing notice to the registered End-User to the email address as provided; or

4.3.4 is provisionally or finally liquidated, declared insolvent, placed under judicial management, or commits an act of insolvency.

4.3.5 We reserve the right to suspend and terminate any account that has been inactive for three (3) months or more.

4.4 Consequences of Termination: If this Agreement is terminated, the Registered End-User acknowledges and agrees that all Licences and rights to use Outcomes IT shall terminate, the Registered End-User shall cease any and all use of OutcomesIT and the Registered End-User shall be deactivated on the system subject to clause 4.5 below.

4.5 Upon termination, subject to payment of an administrative fee of R840, a reasonable export fee based on patient volume not exceeding R5000 and payment of all outstanding amounts in arrears;

4.5.1 we shall grant the Registered End-User with 6 months read-only access and the ability to export his/her essential patient data and such clinical notes as drafted by the Registered End-User;

4.5.2 subsequent to the expiration of the six (6) month period all such patient data shall be deidentified and no longer available to the Registered End-User;

4.5.3 in accordance with HPCSA rules and other applicable health care legislation, it is the responsibility of the Registered End-User to retain Personal and Medical Information in accordance with the provisions thereof.

Section 5 Confidentiality and Privacy

5.1 All Intellectual Property Rights in and to the clinical notes made by a Healthcare Practitioner shall vest with same as the Registered End-User and shall be regarded as part of its Confidential Information and shall be treated as such by both Parties.

5.2 We undertake to take all reasonable security steps to protect the Personal, Practice and Medical information of Registered End-Users as the Responsible Party and their patients and to comply with all applicable legislation.

5.3 Personal Information shall be owned by such natural person(s) as per common law and relevant legislation. Accordingly, the Registered End-User undertakes to obtain written consent from each and every patient using Outcomes IT's to collate, process and store data on our platform.

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5.4 All Medical, Practice and Personal Information is Confidential Information and must be treated as such by both parties. 5.5

The Parties shall keep all Confidential Information confidential and shall not disclose either in any way, except if:

5.5.1 disclosure of the confidential information is necessary to perform an obligation under the Agreement; 5.5.2 A mandatory law or court order requires the parties to disclose the confidential information, in which case the party required to reveal same shall first notify the other party;

5.5.3 disclosure of the confidential information takes place with the prior written consent of the other party.

5.6 The Registered End-User acknowledges and accepts that Outcomes IT as Operator may require access to the Medical Information and Personal Information and Practice Information to exercise its rights and perform its obligations under the Agreement.

5.7 The Registered End-User acknowledges and agrees that: Outcomes IT may: (a) use Medical Information to generate de identifiable or anonymised and aggregated statistical and analytical data (the "Analytical Data"), which Analytical Data Outcome IT shall be the proprietor of; and (b) use the Analytical Data for its internal research, product development, compiling of statistical analysis, identifying trends and insights, and to supply Analytical Data to third parties.

5.8 All Intellectual Property Rights in and to the Analytical Data shall vest with Outcomes IT and shall be regarded as part of its Confidential Information. The Parties' rights under clause 5 above shall survive termination of expiry of the Agreement.

5.9 All information is processed in accordance with our Privacy Policy which forms part of this Agreement.

Section 6 Transfers:

Accounts are transferable between Registered End-Users upon sale of a practice by one Registered End-User to another registered Healthcare Practitioner. A request for account transfer and confirmation and consent by all involved Registered End-Users must be made in writing. Account transfers will incur an additional administrative cost dependent upon the size of the account. All transfer queries may be addressed to info@outcomesit.co.za titled Transfer of Account/s.

Section 7 Updates

7.1 We may from time to time provide enhancements or improvements to the features/functionality of the software which may include patches, bug fixers, updates and other modifications.

7.2 Such Updates may occur automatically or manually. We do not guarantee that such Updates will continue to support your

device or system.

7.3 The Registered End-User agrees that all Updates will be deemed to constitute an integral part of the software and shall be subject to the Agreement and conditions of this Agreement.

7.4 Any bespoke functionality customizations or modifications shall carry an additional cost and any queries in this regard must be directed to info@outcomesit.co.za titled Customization Query.

Section 8 Support and Maintenance

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8.1 No service maintenance is provided under this Agreement except for Updates. Additional services may be provided at an additional cost when and where requested.

8.2 In the event of severe faults you may log a query to info@outcomesit.co.za and Outcomes IT shall to the best of their ability attend to the logged query without undue delay.

8.3 For the sake of clarity, as per clause 7.4, any bespoke functionality customizations, integrations or modifications shall carry a charge and queries in this regard must be directed to info@outcomesit.co.za

Section 9 Intellectual Property

9.1 All the Intellectual Property in OutcomesIT software, website and promotional matter is the property of Outcomes IT (Pty) Ltd.

9.2 Any unauthorised use of Outcomes IT software is strictly prohibited. You undertake not to challenge any intellectual property rights vesting with Outcomes IT (Pty) Ltd.

9.3 You may only use this software for lawful purposes. You are not allowed to:

9.3.1 modify, link to, distribute, exploit, commercialise or alter the Outcomes IT website or software or cloud based platform;

9.3.2 attempt to circumvent the security systems of this website or software;

9.3.3 incorporate any part of the website or software or cloud based platform in any other publication without prior written consent from Outcomes IT;

9.3.4 attempt to collect information about other registered End-Users or patients by any means whatsoever including but not limited use by email communication or software or use of the website;

9.3.5 upload or submit any data or information that contains viruses or any other computer code, corrupt files or programmes designed to interrupt, destroy or limit the software, network, servers or hardware or other equipment;

9.3.6 attempt to gain access to this website or software in a fraudulent manner;

9.3.7 perform any act which may not be considered fair use;

9.3.8 use this website or software in such a way as to offend or interfere with the relevant law set out hereunder or their replacements.

Section 10 Disclaimers

10.1 The use of the Outcomes IT software and or website and/or cloud-based platform is at your own risk and on an “as is” basis without warranties or representations of any kind.

10.2 We shall not be liable for any loss, liability, expense, claim, penalty or damage suffered due to the use of other

websites to which a link is provided on our website.

10.3 We shall not be liable for unavailability, connectivity, power supply, interruption, downtime, malfunction or failure of this online program and or our website for any reason whatsoever.

10.4 Should any third party product, service or weblink be provided on this system and or in relation thereto, we make no warranties or representations, whether express or implied or statutory as to such third-party website or product or service.

.Section 11 Communications

By providing your email address through the registration process, you the Registered End-User consent to receive emails

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from us relating to updates to the programme and to receiving promotional material as well as any news or updates to the programme or website content. You may at any time opt out of such emails by emailing us at info@outcomesit.co.za

Section 12 Limitation of Liability

Outcomes IT shall be under no obligation whatsoever, nor be responsible to you for any expense, loss, damages or injury of any kind to person or property (including, without limitation, any loss of profit or consequential damages) howsoever sustained or suffered by you, or any third party, arising or incurred in connection with the use of the Outcomes IT website and/or the Outcomes IT software and/or Outcomes Platform, by yourself.

Section 13 Applicable Law

These terms and conditions shall be governed in accordance with the laws of the Republic of South Africa *inter alia* the Health Professions Act No. 56 of 1974 (as amended), the Health Professions Council of South Africa (HPCSA) and its Rules of Ethics, the Protection of Personal Information Act No. 4 of 2013, the Electronic Communications & Transactions Act no. 25 of 2002, the Children's Act No. 38 of 2005, the National Credit Act No. 34 of 2005, and the Consumer Protection Act No. 68 of 2009. In any event of conflict between this Privacy Policy and the above law, the provisions of legislation will prevail. By completing the User Registration you hereby consent to the exclusive jurisdiction of the courts of South Africa in respect of any disputes arising out of or in connection with the Terms and Conditions, the Privacy Policy, the User Registration, the Consent Form and the Licence Agreement.

Section 14 General

All correspondence and queries relating to Outcomes IT, communication and or content should be addressed to info@outcomesit.co.za

For further information, please contact us at info@outcomesit.co.za

PRIVACY POLICY

Please read and ensure that you understand and are familiar with the content of this Privacy Policy, the Terms & Conditions before you proceed to register for and/or use the Outcomes IT software platform and management system ("Outcomes IT").

By completing the User Registration Form and/or using Outcomes IT you confirm that you understand and do not take issue with this Privacy Policy, the Terms & Condition and the User Registration Form.

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End-User Registration and use of Outcomes IT is only available to registered healthcare practitioners registered to practice as such in South Africa under the Health Professions Act No. 56 of 1974 (as amended), Social Services Act and Nurses Act.

Upon registration for Outcomes IT you, as a Registered Healthcare Practitioner and Responsible Party, consent to the processing of Personal information and/or Medical Information connected to such registration, and you undertake to obtain written consent from each and every patient to process Personal Information as defined and for purposes of interpretation of this Statement Medical Information as defined herein in this End-User Licence Agreement.

We are committed to safeguarding the privacy of all our clients/registered End-Users.

This notice applies where we are acting as an Operator; in other words, we fulfill the mandate as given by the responsible party.

In this notice, "we", "us" and "our" refers to Outcomes IT (Pty) Ltd, a company organized and existing under the laws of South Africa having registration number 2015/249024/07 and having address 32 Kenilworth Road, Kenilworth, Cape Town.

Amendments to this Privacy Policy may be made from time to time, and such amendments will be made available to your contact email address and/or on our website.

TYPES OF DATA AND WHY IT IS REQUIRED?

1. We may process personal information and data enabling us to get in touch with you ("**contact information/data**"). The contact data may include your name, email address, telephone number, fax number, postal address, practice name. This

data may be processed for the purposes of providing our services and communicating with you.

2. We may process information relating to transactions, including purchases of goods and services, that you enter into with us and/or through our system (**transaction data**). The transaction data may be processed for the purpose of supplying our product and keeping proper records for transaction purposes.

3. We process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (**notification data**). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. You will always have the option of withdrawing consent to this service.

4. We process Personal and Medical Information relating to the patient which is required for treatment purposes, referrals to other healthcare providers registered in terms of the Health Professions Act No. 56 of 1974, medical scheme claims, research, training purposes, and practice business planning subject to patient consent being obtained by the Registered End-User. Such information may be passed on by Outcomes IT only to third parties as de-identifiable data or anonymized Analytical Data.

5. **Privacy is important to us and the site does not include any 3rd party cookies** typically used for user tracking and advertising purposes. The site does store the users IP Address when they logon to the system. This is only used as a security measure to be able to identify and prevent any possible security threats.

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HOW IS THE DATA STORED?

1. The security, integrity, and confidentiality of your information is extremely important to us. We have implemented reasonable technical, organizational and administrative security measures that are designed to protect your personal information from unauthorised access, disclosure, use, and modification. We regularly review our security procedures to consider appropriate new laws including the South African Protection of Personal Information Act No 4 of 2013, technology and methods.
2. Please be aware that, despite our best efforts, no security measures are perfect or impenetrable. Where we have provided you with a password or where you have created a password enabling access to certain parts of our website and information systems, **you are responsible for keeping that username and password confidential**. We ask you not to share a password with anyone and change it regularly.

FOR HOW LONG IS THE DATA/INFORMATION STORED?

1. The Practice Information is stored indefinitely until a request for deregistration. Following the request for deregistration the Practice Information will be deleted within one (1) month.
2. The Personal and Medical Information is stored indefinitely or until a request for deregistration/deletion from the electronic database. Each such request, deletion or retention of information will be assessed on a case- by- case basis as per relevant legislative requirements.
3. Upon termination, subject to payment of an administrative fee, we shall grant the Registered End-User with 6 months read only access and the ability to export his/her essential patient data and such clinical notes as drafted by the Registered End User subsequent to the expiration of the six (6) month period all such patient data shall be deidentified and no longer available to the Registered End-User;
4. In accordance with HPCSA rules and other applicable health care legislation, it is the responsibility of the Registered End-User as

Responsible Party to retain Personal and Medical Information in accordance with the provisions thereof. 5. A Registered End-User shall be required to complete an exit form in which he/she shall indicate his/her consent and or revocation of access to and disclosure of his/her clinical notes to any other Registered End-Users past, present and or future. Such consent and or revocation should at all times be exercised in the best interest of the patient.

REQUEST FOR DATA AND/OR INFORMATION:

Practice Information, Personal Information and Medical Information may be requested, in accordance with applicable laws, regulations and rules, by the relevant Registered End-User by emailing the address below or upon the patient's request to the Registered End-User to his/her information, and upon successful identification of said patient.

Contact email address: info@outcomesit.co.za

DELETION OF DATA AND/OR INFORMATION:

Practice Information, Personal Information and Medical Information may be deleted upon request by the relevant Registered End-User as per record keeping obligations under law and as per clause 4 above. Such request may be made .by emailing the address below or upon the patient's request to his/her information to the Registered End-User upon successful identification of said patient.

Contact email address: info@outcomesit.co.za

GOVERNING LAWS:

This Privacy Policy is subject to the laws of the Republic of South Africa, including the Health Professions Act No. 56 of 1974 (as amended), the Health Professions Council of South Africa (HPCSA) and its Rules of Ethics, the Protection of Personal Information Act No. 4 of 2013, the Electronic Communications & Transactions Act no. 25 of 2002, the Children's Act No. 38 of 2005, the National

Credit Act No. 34 of 2005, and the Consumer Protection Act No. 68 of 2009. In any event of conflict between this Privacy Policy and the above law, the provisions of legislation will prevail.
