

CUSTOMER RELATIONSHIP TERMS

(general terms for the provision of technology related Goods or Services)

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1. INTRODUCTION

These terms are the general terms of the relationship between MEDpages and Customer. Customer may receive Goods or Services from MEDpages under these terms. The commercial terms of the relationship between MEDpages and Customer will be contained in Orders that will incorporate these terms. The Order will prevail if there is a conflict of meaning.

2. DEFINITIONS AND INTERPRETATION

2.1 **Definitions.** For purposes of the Agreement -

2.1.1 "**Affiliate**" means with regard to either Party, any legal entity which that Party Controls, which Controls that Party, or which is under common Control with that Party, and which enters into an Order;

2.1.2 "**AFSA**" means the Arbitration Foundation of Southern Africa, or its successors in title;

2.1.3 "**Agreement**" means the agreement between the Parties which consists of –

2.1.3.1 these terms;

2.1.3.2 any specific terms relating to the Goods and Services contained in an Order; and

2.1.3.3 any Orders the Parties enter into;

2.1.4 "**Business Day**" means any day other than a Saturday, a Sunday or a public holiday in the Republic of South Africa;

2.1.5 "**Business Hours**" means MEDpages' normal business hours on Business Days;

2.1.6 "**Control**" means owning more than 50% (fifty percent) of the issued share capital or the legal power to direct or cause the direction of the general management and policies of the company in question;

2.1.7 "**Customer**" –

2.1.7.1 means a client of MEDpages that enters into an Order and, if specified in the Order, its Affiliates; and

2.1.7.2 in the case of a Data Subscription Order, is a User; and

2.1.7.3 in the case of a Vendor Order, is a Subscriber;

2.1.8 "**Data**" means the raw factual information pertaining to health providers and organisations in the Republic of South Africa and Southern Africa:

2.1.8.1 selected, collected, verified and arranged by MEDpages and its employees;

2.1.8.2 processed by MEDpages' Computer Systems;

2.1.8.3 stored on the Database; and

2.1.8.4 which MEDpages generates, processes, or supplies to Customer in the performance of the Services;

but excludes any derived data that is created by MEDpages for its own internal purposes or which is proprietary or confidential to MEDpages or MEDpages' Third Party Contractors;

2.1.9 "**Database**" means a collection of works, data or other independent materials of health providers in the Republic of South Africa and Southern Africa, arranged in a systematic or methodical way comprising data records and data fields all of which have been arranged by MEDpages and its employees, utilising their time, labour and skill, into a collection of inter-related independent files or data capable of being individually accessed by Customer by electronic or other means in the manner and format agreed to between the Parties;

2.1.10 "**Effective Date**" means in respect of each Order, the effective date stipulated in each Order, in the absence of

which it shall be the date the Order is accepted by MEDpages;

2.1.11 "**Fees**" means the fees and charges to be paid by Customer to MEDpages in respect of Goods and Services provided by MEDpages under Orders;

2.1.12 "**Goods**" means any and all tangible and intangible goods to be provided by MEDpages to Customer under Orders;

2.1.13 "**Intellectual Property Rights**" mean all intellectual property rights, including but not limited to –

2.1.13.1 all works eligible for copyright under section 2 of the Copyright Act 98 of 1978, including copyright in the Database;

2.1.13.2 domain names, registered or unregistered trademarks, trade or business names, service marks, design rights, trade secrets, know-how and patents;

2.1.13.3 any application or right to apply for registration of any of these rights; and

2.1.13.4 all rights of a similar nature to any of the above rights which may subsist in South Africa or elsewhere, whether or not such rights are registered or capable of being registered;

2.1.14 "**MEDpages**" means MEDpages CC (Registration No. CK 1995/008324/23), a close corporation duly registered and incorporated in accordance with the laws of the Republic of South Africa, that enters into an Order and, if specified in the Order, its Affiliates;

2.1.15 "**MEDpages Computer Systems**" means the Database and all technology that MEDpages uses to render the Services;

2.1.16 "**Order**" means a goods, licence, services or work order agreed to and signed by both the Parties describing the specific Goods or Services to be provided by MEDpages to Customer, including any schedules or annexures;

2.1.17 "**Parties**" means MEDpages and Customer and "**Party**" means either one of them;

2.1.18 "**Personnel**" means any director, employee, agent, consultant, contractor or other representative;

2.1.19 "**Services**" means any and all services to be provided by MEDpages to Customer, under Orders;

2.1.20 "**Sign**" means the manuscript or advanced electronic signature of the duly authorised representative of a Party and "**Signed**", "**Signing**" and "**Signature**" shall have a corresponding meaning;

2.1.21 "**Signature Date**" means the date of signature of any document by the Party signing last;

2.1.22 "**Third Party Contractor**" means, in respect of any goods and services, the contractor, supplier, vendor or licensor (as the case may be) of the goods or services which is not a party to the Agreement;

2.1.23 "**User**" means the entity who subscribes for the Data under a Data Subscription Order;

2.1.24 "**Vendor**" means the entity who supplies a service to a User and has been authorised by MEDpages under a Vendor Order to use the Data;

2.1.25 "**Writing**" means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents, fax transmissions, but excludes information or data in electronic form and "**Written**" and "**Write**" shall have a corresponding meaning.

2.2 **Headings.** Headings and sub-headings are inserted for

information purposes only and shall not be used in the interpretation of the Agreement.

- 2.3 **Examples.** Whenever a term is followed by the word "including" or "include" or "excluding" or "exclude" and specific examples, the examples shall not limit the ambit of the term.
- 2.4 **Enactments.** References to any enactment shall be deemed to include references to the enactment as re-enacted, amended or extended from time to time.
- 2.5 **References to persons.** References to persons shall include natural and juristic persons and references to either Party shall include the Party's successors or permitted assigns.
- 2.6 **Calculation of Days.** Unless otherwise stated in the Agreement, when any number of days is prescribed in the Agreement the first day will be excluded and the last day included, unless the last calendar day falls on a calendar day that is not a Business Day, in which event the last calendar day shall be the next Business Day.
- 2.7 **Rule of construction excluded.** The rule of construction that an agreement shall be interpreted against the Party responsible for its drafting or preparation shall not apply.

3. CUSTOMER OBLIGATIONS

To enable MEDpages to provide the Goods and Services, Customer agrees to -

- 3.1 **comply with Orders** ; comply with the obligations imposed on it under any Order;
- 3.2 **decisions and approvals**; render all decisions and approvals required as soon as is reasonably possible;
- 3.3 **notifications**; notify MEDpages as soon as reasonably possible of any issues, concerns or disputes;
- 3.4 **compliance with MEDpages policies**; comply with all reasonable policies, procedures and instructions of MEDpages; and
- 3.5 **no malicious software**; take commercially reasonable measures to ensure that no malicious software is introduced into Customer's or MEDpages' systems by its Personnel or any third party.

4. MEDPAGES WARRANTIES

- 4.1 **General Warranties.** MEDpages warrants that MEDpages has the legal right and full power and authority to execute and deliver, and to exercise MEDpages' rights and perform MEDpages' obligations under the Agreement.
- 4.2 **DISCLAIMER OF WARRANTIES.** MEDPAGES HEREBY EXCLUDES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, EXCEPT THOSE WARRANTIES EXPRESSLY MADE IN THE AGREEMENT, INCLUDING -
- 4.2.1 ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NO LATENT DEFECTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
- 4.2.2 ALL WARRANTIES IN RESPECT OF THIRD PARTY SOFTWARE APPLICATIONS PROVIDED PURSUANT TO THE AGREEMENT.

5. CUSTOMER WARRANTIES

Customer warrants that -

- 5.1 it has not been induced to enter into the Agreement by any prior representations, warranties or guarantees (whether oral or in writing), except as expressly contained in the Agreement;
- 5.2 by entering into an Order Customer is not acting in breach of any agreement to which Customer is a party;

and Customer hereby indemnifies and holds MEDpages harmless from any claim for damages by any third party as a

result of the breach of these warranties, including all legal costs incurred on an attorney and own client basis.

6. FEES AND PAYMENT

- 6.1 **Fees.** Customer shall be liable for and shall pay the Fees.
- 6.2 **Invoices.** All invoices shall be paid by Customer within 30 (thirty) calendar days of the date of MEDpages' invoice.
- 6.3 **Tax.** The Fees exclude all taxes (including value added tax and other taxes levied in any jurisdiction but excluding taxes based on the income of MEDpages), duties (including stamp duties), tariffs, rates, levies and other governmental charges or expenses payable in respect of the Goods or Services, which shall be payable by Customer in addition to the Fees.
- 6.4 **Interest on outstanding amounts.** Where payment of any amount due is not made on the due date, MEDpages shall be entitled to -
- 6.4.1 charge interest on the outstanding amount at a rate of 2% (two percent) above the prime overdraft rate (percent, per annum) charged by MEDpages' then current bankers from time to time, as evidenced by any manager of the bank, whose authority it shall not be necessary to prove. Interest shall be calculated from the due date of payment to the date of actual payment, both days inclusive, compounded calendar monthly in arrears and Customer agrees and undertakes to pay on demand the penalty interest, which it hereby accepts as fair and reasonable; and
- 6.4.2 without prejudice to any other right or remedy it may have, remove any Goods supplied by MEDpages or halt the provision of any Services as MEDpages (in MEDpages' sole discretion) chooses until all payments in arrears have been paid in full.
- 6.5 **Mode and method of payment.** All amounts due and payable by Customer shall be paid to MEDpages in the currency specified in the relevant Order, failing which in South African Rands without deduction or set-off for any reason at an address and in a manner specified by MEDpages in writing from time to time. Customer shall not be entitled to withhold payment of any amounts payable to MEDpages.

7. INTELLECTUAL PROPERTY

- 7.1 **Existing material.** All right, title and ownership of any materials developed by or for MEDpages or Customer independently and outside of the Agreement and provided during the course of the Agreement ("**Existing Material**") shall remain the sole property of the Party providing the Existing Material.
- 7.2 **Retention of Rights.** MEDpages has created, acquired or otherwise obtained rights in the MEDpages Computer Systems and notwithstanding anything contained in the Agreement, MEDpages will own all right, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to the MEDpages Computer Systems.
- 7.3 **Use of MEDpages Computer Systems.** The MEDpages Computer Systems shall remain the property of MEDpages and Customer shall acquire no right or interest therein.
- 7.4 **The Database:** MEDpages shall retain the Intellectual Property Rights in:
- 7.4.1 the Database, it being recorded that the Database is a literary work and/or computer programme which has its origins in the knowledge, labour, literary skill and judgment of MEDpages and that the Intellectual Property Rights used or embodied in or in connection with the Data and the Database, including the manner in which it is presented, its layout and appearance, the contents of the data fields and all information and documentation relating thereto are the property of MEDpages;

- 7.4.2 any Database design;
- 7.4.3 any visual and graphical elements of the designs used by MEDpages including, but not limited to, the "look and feel" of the MEDpages website.
- 8. CONFIDENTIAL INFORMATION**
- 8.1 **Confidentiality obligation.** Each Party ("**Receiving Party**") must treat and hold as confidential all information which it may receive from the other Party ("**Disclosing Party**") or which becomes known to it during the currency of the Agreement.
- 8.2 **Nature.** The confidential information of the Disclosing Party shall include -
- 8.2.1 all software and associated material and documentation, including the information contained therein;
- 8.2.2 all information relating to -
- 8.2.2.1 the Disclosing Party's past, present and future research and development;
- 8.2.2.2 the Disclosing Party's business activities, pricing, products, services, customers, as well as the Disclosing Party's technical knowledge and trade secrets;
- 8.2.3 the terms of the Agreement; and
- 8.2.4 if MEDpages is the Disclosing Party, (i) any Database structures furnished to Customer, (ii) MEDpages' business processes, (iii) the Data provided to Customer by MEDpages, or (iv) Data accessed from the Website.
- 8.3 **The Receiving Party's obligations.** The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in the Disclosing Party's confidential information -
- 8.3.1 it shall only make the confidential information available to those of the Receiving Party's Personnel who are actively involved in the execution of the Receiving Party's obligations under the Agreement and then only on a "need to know" basis;
- 8.3.2 it shall initiate internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, its secret and confidential nature;
- 8.3.3 subject to the right to make the confidential information available to its Personnel under clause 8.3.1, it shall not at any time use any confidential information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third Parties;
- 8.3.4 all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the Disclosing Party which have or shall come into the possession of the Receiving Party and its Personnel, shall be and shall at all times remain the sole and absolute property of the Disclosing Party and shall promptly be handed over to the Disclosing Party when no longer required for the purposes of an Order.
- 8.4 **Effect of termination.** On termination or expiry of an Order, the Parties will deliver to each other or, at the other Party's option, destroy all originals and copies of confidential information in their possession.
- 8.5 **Exceptions.** These obligations shall not apply to any information which -
- 8.5.1 is lawfully in the public domain at the time of disclosure;
- 8.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
- 8.5.3 subsequently becomes available to the Receiving Party from a source other than the Disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose the confidential information; or
- 8.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 8.6 **Indemnity.** The Receiving Party hereby indemnifies the Disclosing Party against any loss or damage which the Disclosing Party may suffer as a result of a breach of this clause by the Receiving Party or the Receiving Party's Personnel.
- 8.7 **Survival.** This clause is severable from the remainder of the Agreement and shall remain valid and binding on the Parties, notwithstanding any termination, for a period of 5 (five) years after the effective date of termination.
- 9. PERSONAL INFORMATION & PRIVACY**
- 9.1 **Privacy and protection of personal information.**
- 9.1.1 MEDpages and Customer are each responsible for complying with their respective obligations under applicable privacy and protection of personal information laws governing personal information processed by MEDpages.
- 9.1.2 Customer remains solely responsible for determining the purposes and means of MEDpages processing of Customer personal information, including that processing will not place MEDpages in breach of any applicable privacy and protection of personal information laws.
- 9.2 **Indemnity.** Customer hereby indemnifies and holds MEDpages harmless from any claim, damages, penalty or fine as a result of Customer failing to comply with its obligations under this clause 9.1, including all legal costs incurred on an attorney and own client basis.
- 9.3 **Access.** On either Party's reasonable written request, the other Party will provide the requesting Party with the information that it has regarding Customer personal information and its processing that is necessary to enable the requesting Party to comply with its obligations under this clause and the applicable privacy and protection of personal information laws. The requesting Party will reimburse the other Party for its reasonable charges for its assistance.
- 10. INTELLECTUAL PROPERTY INFRINGEMENT**
- 10.1 **Defence.** MEDpages will defend Customer against any claims made by an unaffiliated third party that any Goods or Services infringes its patent, design, copyright or trade mark and will pay the amount of any resulting adverse final judgment (or settlement to which MEDpages consents). MEDpages will reimburse Customer with all costs reasonably incurred by Customer in connection with assisting MEDpages with the defence of the action. Customer shall promptly notify MEDpages of the claim in writing and MEDpages shall have sole control over its defence or settlement.
- 10.2 **Consequences of successful claim by third Parties.** Should any third party succeed in its claim for the infringement of any intellectual property rights, MEDpages shall, at MEDpages' discretion and within 30 (thirty) calendar days of the infringing item having been found to so infringe -
- 10.2.1 obtain for Customer the right to continue using the infringing item or the parts which constitute the infringement; or
- 10.2.2 replace the infringing item or the parts which constitute the infringement with another product which does not infringe and which in all respects operates substantially in accordance with its specifications; or

- 10.2.3 alter the infringing item in a way as to render it non-infringing while still in all respects operating substantially in accordance with its specifications; or
- 10.2.4 withdraw the infringing item and refund to Customer all Fees paid by Customer to MEDpages under the relevant Order with regard to the infringing item in the preceding 12 (twelve) calendar month period.
- 10.3 **Exclusion.** MEDpages shall not be liable for any claim which arises out of goods or services selected by Customer and which are procured by Customer from third Parties.
- 10.4 **Survival.** This clause 9 shall survive termination of the Agreement.
11. **LIMITATION OF LIABILITY**
- 11.1 **Direct damages limited.** To the extent permitted by applicable law, regardless of the form (whether in contract, delict or any other legal theory) in which any legal action may be brought, unless otherwise agreed in an Order, each Party's maximum liability for direct damages for anything giving rise to any legal action shall be an amount equal to the total fees already paid or due and payable by Customer to MEDpages in respect of the Order for the period 12 (twelve) months preceding the claim. The maximum amount shall be an aggregate amount for all claims arising out of the Order during its currency.
- 11.2 **INDIRECT DAMAGES EXCLUDED.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS PERSONNEL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE OR UNFORESEEABLE) OF ANY KIND (INCLUDING LOSS OF PROFITS, LOSS OF GOODWILL, DAMAGES RELATING TO LOST OR DAMAGED DATA OR SOFTWARE, LOSS OF USE, DAMAGES RELATING TO DOWNTIME OR COSTS OF SUBSTITUTE PRODUCTS) ARISING FROM THE AGREEMENT.
- 11.3 **Exclusions.** The limitation contained in this clause 11 shall not apply to any breach by a Party of the other Party's proprietary or confidential information or intellectual property.
- 11.4 **MEDpages not liable for Customer default.** MEDpages shall not be liable for any loss or damage of whatsoever nature suffered by Customer arising out of or in connection with any breach of the Agreement by Customer or any act, misrepresentation, error or omission made by or on behalf of Customer or Customer's Personnel.
12. **BREACH AND TERMINATION**
- 12.1 **Breach.** Should either Party ("**Defaulting Party**") -
- 12.1.1 commit a material breach of an Order and fail to remedy the breach within 30 (thirty) calendar days of having been called on in writing by the other Party to do so; or
- 12.1.2 fail to pay any invoice that is more than 60 (sixty) calendar days outstanding; or
- 12.1.3 effect or attempt to effect a compromise or composition with its creditors; or
- 12.1.4 be provisionally or finally liquidated or placed under judicial management;
- then the other Party who signed the relevant Order ("**Innocent Party**") may, in its discretion and without prejudice to its rights in the Agreement or in law, terminate the specific Order to which the event relates on written notice to the Defaulting Party.
13. **EFFECT OF TERMINATION**
- 13.1 **Amounts due to MEDpages become due and payable.** On termination of any Order for any reason, all amounts due to MEDpages for Services rendered or Goods ordered prior to termination shall become due and payable even if they have not been invoiced. The amounts may not be withheld for any reason, unless the arbitrator directs otherwise.
- 13.2 **Duties on termination.** On termination, cancellation or expiry of any Order -
- 13.2.1 the provision of all Services under the Order shall forthwith cease;
- 13.2.2 each Party will deliver to the other Party, or at the other Party's option destroy all originals and copies of confidential information and proprietary materials in its or their possession or under its or their control.
- 13.3 **Survival.** The expiry or termination of an Order shall not affect the enforceability of the terms which are intended to operate after expiry or termination.
14. **DISPUTE RESOLUTION**
- 14.1 **Notification.** A dispute concerning this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The Parties must refer any dispute to be resolved by:
- 14.1.1 negotiation; failing which
- 14.1.2 mediation; failing which
- 14.1.3 arbitration.
- 14.2 **Authorised Representatives.** Within ten Business Days of notification, the Parties must seek an amicable resolution to the dispute by referring it to designated and authorised representatives of each of the Parties to negotiate and resolve it by the Parties signing an agreement resolving it within 15 Business Days.
- 14.3 **Mediation.** If negotiation fails, the Parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) ("**AFSA**").
- 14.4 **Arbitration.** If mediation fails, the Parties must refer the dispute within 15 Business Days for resolution by arbitration by one arbitrator (appointed by agreement between the Parties) as an expedited arbitration in the city where MEDpages has its head office under the then current rules for expedited arbitration of AFSA. If the Parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.
- 14.5 **Periods.** The periods for negotiation or mediation may be shortened or lengthened by written agreement between the Parties.
- 14.6 **Interim Relief.** This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process, for which purpose the Parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.
- 14.7 **Severable.** This clause is a separate, divisible agreement from the rest of this Agreement and must remain in effect even if the Agreement terminates, is nullified, or cancelled for any reason or cause.
- 14.8 **Parties to be bound.** The Parties irrevocably agree that the decision in arbitration proceedings -
- 14.8.1 shall be final and binding on the Parties;
- 14.8.2 shall be carried into effect; and
- 14.8.3 may be made an order of any court of competent jurisdiction.
- 14.9 **Costs.** The costs of any reference to arbitration will be

borne by the unsuccessful Party, unless otherwise determined by the Parties or the arbitrator, irrespective of which Party referred the dispute to arbitration.

14.10 **Interim Relief.** The provisions of this clause 13 shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process for which purpose the Parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

14.11 **Collection proceedings.** MEDpages retains the right to institute collection proceedings in a court of law of competent jurisdiction for matters involving outstanding payment.

15. NOTICES AND DOMICILE

15.1 **Notices.** Each party must send all notices, authorisations, and requests given or made in connection with the Agreement by hand delivery, prepaid registered post, courier, facsimile, or email to the addresses and numbers set out in the Order. By providing contact information, each party consents to its use for administering the Order by the other party and other persons that help a party administer the Order.

15.2 **Domicile.** Each party chooses its physical address in the Order as its *domicilium citandi et executandi* (its domicile for being served summons and execution levied) for all purposes under the Order.

15.3 **Change of addresses and numbers.** Each party may, by giving written notice to the other party, change the addresses and numbers set out in the Order to any addresses and numbers in the Republic of South Africa.

15.4 **Deemed Delivery.** Notice will be deemed delivered on the date shown on the hand delivered, prepaid registered post, courier, facsimile, or email confirmation of delivery.

15.5 **Notice actually received.** If a party actually receives a notice, the other party will have given adequate notice.

16. FORCE MAJEURE

16.1 **Parties not liable for force majeure.** Neither Party shall be liable for any failure to fulfil its obligations under the Agreement if and to the extent the failure is caused by any circumstances beyond its reasonable control, including flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or acts of God.

16.2 **Party affected to notify other Party.** Should any event of force majeure arise, the affected Party shall notify the other Party without delay and the Parties shall meet within 7 (seven) calendar days of the notice to negotiate in good faith alternative methods of fulfilling its obligations under an Order, if any. In addition MEDpages shall continue to provide and Customer shall continue to pay for those Goods and Services not affected by the event of force majeure.

16.3 **Right to terminate.** Should either Party be unable to fulfil a material part of its obligations under an Order for a period in

excess of 60 (sixty) calendar days due to circumstances or force majeure, the other Party may at its sole discretion cancel the relevant Order forthwith by Written notice.

17. ASSIGNMENT AND SUBCONTRACTING

17.1 **No Assignment.** Customer shall not be entitled to cede, assign, delegate or otherwise transfer the benefit or burden of all or any part of the Agreement without the prior Written consent of the MEDpages.

17.2 **MEDpages assignment.** Is expressly recorded that MEDpages shall be entitled to cede and assign all rights and obligations under the Agreement without the prior written consent of Customer, provided that MEDpages shall notify Customer within a reasonable time of the event occurring.

18. DUTY OF GOOD FAITH

Good Faith. The Parties shall at all times owe each other a duty of good faith.

19. GENERAL

19.1 **Entire Agreement.** The Agreement constitutes the entire agreement between Customer and MEDpages in respect of the subject matter of the Agreement.

19.2 **Variation.** No amendment or modification to the Agreement shall be effective unless in writing and signed by authorised signatories of both Customer and MEDpages.

19.3 **Waiver.** No granting of time or forbearance shall be, or be deemed to be, a waiver of any term of the Agreement and no waiver of any breach shall operate as a waiver of any continuing or subsequent breach.

19.4 **Severability.** If the whole or any part of a term of the Agreement is void or voidable by either Party or unenforceable or illegal, the whole or that part (as the case may be) of that term, shall be severed, and the remainder of the Agreement shall have full force and effect, provided the severance does not alter the nature of the Agreement between the Parties.

19.5 **Governing Law and jurisdiction.** The Agreement shall be governed and construed according to the laws of the Republic of South Africa and Customer agrees to submit to the exclusive jurisdiction of the South African courts.

19.6 **Costs.** Each Party shall be responsible for its own legal and other costs relating to the drafting and negotiation of the Agreement.

19.7 **Publicity.** Neither Party will make or issue any formal or informal announcement or statement to the press in connection with the Agreement, without the prior written consent of the other Party.

19.8 **Right to reference.** Customer hereby consents to the use by MEDpages of Customer's name and a general description of the Goods or Services in any proposals or other similar documents which MEDpages may issue or submit from time to time.

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