

RPA Licensing Terms (the “Terms”)

1 Duration and effectiveness of the Terms

- 1.1 The Terms are effective upon the date on which the Pharmacy places an Order.
- 1.2 The Terms regulate the relationship between 180 and the Pharmacy regarding its use of the RPA.
- 1.3 The Terms, the SLA and the DPA, which form part of the Terms, may be amended from time to time. 180 will notify the Pharmacy in writing should this occur. Any Order placed by the Pharmacy subsequent to receiving such notification will be provided on the most recent version of the Terms.

2 Definitions

In these Terms, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them –

- 2.1 **“180”** means 180 Degrees Services (Pty) Ltd, a company incorporated in accordance with the companies laws of South Africa with registration number 2014/255384/07 and registered address at cnr Searle and Pontac Streets, Woodstock, Cape Town, 8000.
- 2.2 **“Documentation”** means any documentation distributed by 180 pertaining to the Software, including without limitation any user guides or technical information relating to the Software.
- 2.3 **“DPA”** means the [data processing agreement](#) in place between 180 and the Pharmacy, which terms are incorporated into these Terms,
- 2.4 **“License”** means the license issued to a User which enables access to the RPA;
- 2.5 **“License Fee”** means the monthly charge for a User’s License as stipulated in an Order;
- 2.6 **“Order”** means the monthly order placed by the Pharmacy for the number of User Licenses the Pharmacy requires for the following calendar month.
- 2.7 **“Pharmacy”** means the retail pharmacy operated by the entity whose details appear on an Order;
- 2.8 **“RPA”** means the Retail Pharmacy Application, which is licensed by 180 to the Pharmacy by way of User Licenses and in accordance with the Terms;
- 2.9 **“SLA”** means the standard [service level agreement](#) in place between the Pharmacy and 180, which terms are incorporated into these Terms;

- 2.10 **“Services”** means the services that 180 provides to the Pharmacy in enabling the RPA, including the service levels set out in the [SLA](#).
- 2.11 **“Software”** means the Compiled Object Code from 180 licensed under these Terms, including any updates, upgrades, or other modifications thereof delivered or made accessible to the Pharmacy as part of the Services;
- 2.12 **“Source Code”** means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.
- 2.13 **“User”** means an individual who is authorized by 180, on the Pharmacy’s instruction to use the Software within the Pharmacy or, if applicable, within a multi-tenant or managed services environment, and to whom the Pharmacy has supplied a user identification and password.

3 **User Licenses**

180 will activate Licenses upon an Order placed by the Pharmacy and payment of the License Fee. These Licenses are activated on the following basis:

- 3.1 The Licenses are activated in the month following the placing of the Order.
- 3.2 The Licenses are only activated after payment of the License Fee.
- 3.3 The License grants each User a non-sublicensable, nonexclusive, non-transferable right to use the RPA. The Pharmacy shall not use more than the number of Licenses specified in an Order.
- 3.4 The Licenses are issued on a month-to month basis and are renewable as stipulated in the Order.
- 3.5 The Pharmacy may only use the Licenses in the carrying on of the Pharmacy’s business of a retail pharmacy.

4 **Services**

- 4.1 180 will provide support associated with the RPA as stipulated in the [SLA](#);
- 4.2 Additional support services may be procured by the Pharmacy in an Order.

5 **Data Processing Services**

- 5.1 In implementing the RPA, the Pharmacy will be a Responsible Party and 180 will be an Operator in accordance with POPIA.

- 5.2 The Pharmacy specifically acknowledges that the type of data that it is responsible for and which it will be instructing 180 to process on its behalf is both Personal Information and Special Personal Information as defined in POPIA.
- 5.3 In processing this data, 180 will act in accordance with the instructions provided by the Pharmacy and the terms of [the DPA](#).
- 5.4 Where the Services include any hosted software or data services, 180 will retain this information for a maximum of 30 days after ingestion into the 180 environment, whereafter it will be de-identified and/or deleted. The period of retention can be reduced by agreement.
- 5.5 The Pharmacy indemnifies 180 against any claim that the Pharmacy and/or a data subject and/or a regulator may have against the Pharmacy and/or 180 for a breach of applicable data privacy legislation where 180 has acted in accordance with the instructions of the Pharmacy and the DPA.

6 Intellectual Property

- 6.1 The RPA is a proprietary system.
- 6.2 By using the RPA, the Pharmacy will not be granted any proprietary rights to the RPA.
- 6.3 The Pharmacy shall not copy or distribute the Software, the Documentation or any other materials accompanying the Software.
- 6.4 The Pharmacy will not remove, alter, or obscure proprietary notices that appear on or in the Software.
- 6.5 The Pharmacy will not, and will not allow any User or other third party to:
 - 6.5.1 Decompile, disassemble, reverse compile, or reverse engineer or attempt to discover any Source Code or underlying ideas or algorithms of any Software;
 - 6.5.2 Modify, or create derivative works based on the Software;
 - 6.5.3 Provide, sell, give, rent, lease, lend, loan, distribute, transfer, use for timesharing or service bureau purposes or otherwise use or allow others to use the Software for the benefit of any third party;
 - 6.5.4 Develop keys or license codes other than license keys provided by 180 for the Software or attempt to defeat or circumvent any such keys or any other access restrictions included in the Software or determine how any such keys are developed.

- 6.6 No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred through these Terms. Any changes, enhancements and customisations made to the Software (“Extended Functionality”) are applied to the latest non-exclusive standard version of the RPA, licensed by 180 pharmacies. No changes applied to the Software licensed in accordance with the Terms will be for the exclusive use of the Pharmacy.
- 6.7 The Pharmacy indemnifies 180 against any loss that it may suffer as a result of a breach of this clause.

7 Liability

Save for where a specific indemnity is provided, liability for 180 and the Pharmacy in accordance with the Terms is limited to the value of the Orders in place at the time the conduct giving rise to the liability occurred.

8 Termination

180 reserves the right to terminate the Orders with immediate effect should any of the following events occur:

- 8.1 The Pharmacy fails to pay the License and/or associated fees as stipulated on an Order.
- 8.2 The Pharmacy provides 180 with instructions, or fails to provide 180 with instructions, which would result in 180 violating a law or regulation should it enable the Licenses.
- 8.3 The Pharmacy breaches the provisions relating to Intellectual Property;
- 8.4 The Pharmacy breaches the provisions relating to Data Processing Services;
- 8.5 The Users and/or the Pharmacy use the Licenses other than in accordance with the Terms; or
- 8.6 if there is a change of control of the Pharmacy. 180 reserves the right, in its sole and absolute discretion, to terminate the Orders with immediate effect upon written notice to the Pharmacy if there is a change of control of the Pharmacy and 180 determines that such change of control is undesirable or adverse to its interests. For purposes of this clause, "change of control" means any transaction or series of transactions pursuant to which a person or entity acquires, directly or indirectly, the ability to control the majority of the voting rights, management or strategic decision-making of the Pharmacy.

Suspension or termination of the RPA automatically entitles immediate suspension of SLA services.

9 General

- 9.1 The Terms are governed by the laws of the Republic of South Africa. Any disputes arising from or in connection with the Terms will be brought exclusively before the competent court of the Republic of South Africa.
- 9.2 The relationship between the 180 and the Pharmacy is that of an independent contractor and these Terms do not create any agency, partnership, employment and/or right of representation by either party on behalf of the other. No employee or representative of a party will have any authority to bind or obligate the other party to these Terms and neither party will hold itself out as the agent or representative of the other.
- 9.3 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or be conducive to the giving of effect to the Terms.
- 9.4 All notices to be provided in terms of the Terms must be sent to:
- 9.4.1 180: Account Manager or Service Delivery Manager assigned to the Pharmacy or legal@leap-software.co.za
- 9.4.2 The Pharmacy: as per Order
- 9.5 If any of the provisions in these Terms are held not to be valid the remaining provisions of this Agreement shall remain in full force and effect.