



Deontics Terms and Conditions for G-Cloud Services

About these Terms

These Terms and Conditions ("Terms") apply to services provided by Deontics Limited ("Deontics") under the G-Cloud Framework Agreement.

These Terms are intended to supplement, and not replace or override, the G-Cloud Framework Agreement and the applicable Call-Off Contract.

Definitions

- **Authorised Users:** those end users of the Platform stated in a Call-Off Contract.
- **Clinical Content:** the clinical content made available through publicly available means, for example, guidance provided by the National Institute for Health and Care Excellence and any Customer Content and additional plugins provided by the Customer to Deontics for the purposes of inclusion in the Pathway;
- **Customer Content:** any Customer specific and proprietary data provided by the Customer and Authorised Users and input by Deontics on the Customer's behalf for inclusion in the Pathway, using the Platform or facilitating the Customer's use of the Services;
- **Feedback:** feedback relating to the Pathway and the Platform including, without limitation, in respect of clinical use, user experience, value add, results of any performance or benchmark tests, analyses or information relating to the Platform and/or its evaluation, materials as well as ideas or know how (whether presented orally, in written form or otherwise);
- **Intellectual Property Rights (IPR):** patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and rights in domain

names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

- **Pathway:** a module made available on the Platform that includes the Clinical Content and is accepted and agreed by the Customer as including the required Clinical Content and any other necessary data to provide the output required by the Customer;
- **Pathway License:** a license granted to the Customer to access a Pathway on the Platform.
- **Platform:** Deontics' clinical decision support and pathways proprietary system that includes applications, libraries, source or compiled code (e.g. binary files, jar files, war files), related documentation, configuration files and database schemas, the authoring tool and any other Deontics tools used to manage the software, the intelligent processing engine, the application programme interfaces, the user front end, the analytics engine, content, business logic, workflow, calculation engine and documentation related to the system that may be licensed to the Customer under these Terms.
- **Services:** other fee-based services required by the customer including Implementation Services, Maintenance Services and any other services described in the Call-Off Contract.

1. Licence grant

- 1.1 Subject to the Customer's compliance with the Call-Off Contract, Deontics grants the Customer a non-exclusive, non-transferable, non-sublicensable licence for the duration of the Call-Off Contract to allow Authorised Users to access and use subscribed Pathways on the Platform.

2. Deontics obligations

- 2.1 Deontics shall provide the Pathway License and Services with reasonable skill and care. If the Pathway License or Services do not conform with the foregoing, Deontics will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of

accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of this clause.

2.2 Deontics shall use commercially reasonable endeavours to make the Platform available twenty four (24) hours a day, seven days a week, except for:

- (a) planned maintenance; and
- (b) unscheduled maintenance performed outside normal business hours, provided that Deontics has used reasonable endeavours to give the Customer at least twenty four (24) hours' notice in advance.

2.3 Deontics is not responsible for:

- (a) any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, the use of any cloud based services and the Customer acknowledges that the Platform, Pathway and Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; or
- (b) use of the Platform, Pathway and Services not in accordance with the Call-Off Contract or these Terms.

2.4 SLA will be defined in the Call-Off Contract.

3. Customer obligations

3.1 The Platform provides clinical decision support only and does not replace professional clinical judgement. All clinical decisions remain the responsibility of the Customer's clinicians. Nothing in these Terms limits or excludes liability to the extent such limitation or exclusion is not permitted by law or the G-Cloud Framework Agreement.

3.2 The Customer is responsible for:

- ensuring the accuracy and appropriateness of Customer Content;
- ensuring that Authorised Users are appropriately trained, qualified and shall keep their login and all other credentials safe, secure and confidential;
- maintaining its own clinical governance and oversight arrangements.

3.3 The Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Platform (including for the avoidance of doubt the IPR in the Platform) in whole or in part.

3.4 Other than as set out in the Call-Off Contract, the Customer shall not:

- (a) sub-licence, assign or novate the benefit or burden of this licence in whole or in part;
- (b) allow the Platform to become the subject of any charge, lien or encumbrance; and
- (c) deal in any other manner with any or all of its rights and obligations under these Terms,

without the prior written consent of Deontics.

4. Confidentiality

4.1 Each party shall keep confidential all confidential information received from the other party and shall use such information only for the purposes of performing the Call-Off Contract. Confidentiality obligations shall survive termination in accordance with the Call-Off Contract.

5. Warranties

5.1 Deontics warrants that:

- (a) it shall provide the Pathway Licence and Services with reasonable skill and care, in accordance with good industry practice and the requirements of the applicable Call-Off Contract; and
- (b) it has the right to grant the Pathway Licences granted under these Terms.

5.2 Except as expressly stated in these Terms or the Call-Off Contract, and to the extent permitted by law and the G-Cloud Framework Agreement, no other warranties, conditions or terms apply.

5.3 Nothing in these Terms limits or excludes any warranty, condition or obligation that cannot be limited or excluded under applicable law or the G-Cloud Framework Agreement.

6. Limitation of Liability

6.1 Nothing in these Terms limits or excludes either party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of data protection law; or
- (d) any other liability which cannot be limited or excluded under applicable law or the G-Cloud Framework Agreement.

6.2 Subject to the above, each party's total aggregate liability arising under or in connection with the Call-Off Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited in accordance with the liability cap set out in the Call-Off Contract.

6.3 Subject to the Call-Off Contract, neither party shall be liable for:

- (a) loss of profits;
- (b) loss of business or revenue; or
- (c) loss of goodwill,

except where such losses arise as a direct result of a breach of data protection law, fraud, or negligence.

6.4 The Platform provides clinical decision support only and does not replace professional clinical judgement. Responsibility for clinical decisions remains with the Customer.

7. Intellectual property rights

7.1 Deontics owns or is licensed to use the Platform and all Intellectual Property Rights in it. Subject to compliance with the relevant Call-Off Contract, Deontics grants to Customer a non-exclusive, non-transferrable, non-sub licensable, licence for the term listed in the Call-Off Contract to permit the Authorised Users to access the Platform to use the Pathway(s) solely for the Customer's internal business operations.

7.2 Customer owns or is licensed to use the Customer Content including all Intellectual Property Rights therein. Customer grants to Deontics a non-exclusive, non-transferrable non-sublicensable, licence to use the Customer Content for the purpose of inclusion in the Pathway, using the Platform or facilitating the Customer's use of the Services.

- 7.3 Neither party shall acquire any right, title, or interest in any Intellectual Property Rights belonging to the other party.

8. Data Protection

- 8.1 Each party shall comply with its obligations under applicable UK data protection legislation.
- 8.2 Where Deontics processes personal data on behalf of the Customer, such processing shall be governed by the Data Processing Agreement referenced in the Call-Off Contract.
- 8.3 Deontics may use anonymised and aggregated data (which does not constitute Personal Data) for the purposes of service improvement, analytics and reporting, provided that such use does not identify the Customer or any individual.

9. Suspension and Termination

- 9.1 Termination provisions shall be as per the Call-Off Contract.
- 9.2 Deontics may suspend provision of the Pathway License and Services for non-payment in accordance with the rights and safeguards set out in the Call-Off Contract and acting reasonably and proportionately.

10. Charges and Payment

- 10.1 Charges for the Pathway Licence(s) and Services shall be as set out in the applicable Call-Off Contract.
- 10.2 Prices are fixed for the duration of the Call-Off Contract unless otherwise agreed in writing in accordance with the G-Cloud Framework Agreement.

11. Insurance

- 12. During the term of the Call-Off Contract, Deontics shall maintain insurance in accordance with the requirements of the G-Cloud Framework Agreement.

13. Feedback and Product Improvement

- 13.1 The Customer may provide suggestions, comments or feedback relating to the Platform, Pathway and Services.
- 13.2 Deontics may use such feedback freely for the purpose of operating, improving and developing its products and services, provided that such use does not identify the Customer (without their permission) or any individual.

14. Governing law and jurisdiction

- 14.1 These Terms and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law and the parties hereby submit to the exclusive jurisdiction of the English Courts to resolve any dispute between them.

15. Force Majeure

- 15.1 Force Majeure provisions shall be as per the Call-Off Contract.