



# Synanetics

Advancing Healthcare  
Through Interoperability

## Pathology Integration Engine SaaS Licence Terms & Conditions G-Cloud Version

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## 0 Document Control

### 0.1 Version History

| Date       | Author | Comments |
|------------|--------|----------|
| 14/01/2026 | JY     | Initial  |

### 0.2 References

| Reference                                              | Comments                          |
|--------------------------------------------------------|-----------------------------------|
| Pathology Integration Engine Data Processing Agreement | The DPA governing data processing |

### 0.3 Glossary

| Term              | Definition                                                  |
|-------------------|-------------------------------------------------------------|
| PIE               | Pathology Integration Engine                                |
| Supplier          | Synanetics, provider of the PIE platform                    |
| Buyer             | The organisation purchasing access to PIE                   |
| Business Day      | A working day Monday to Friday Excluding UK Public holidays |
| Call-Off Contract | Individual contract/order under the G-Cloud Framework       |
| Super Users       | Buyer-appointed staff acting as first-line support          |
| FHIR Store        | Data storage environment for FHIR-compliant data            |
| SLA               | Service Level Agreement defining support and uptime targets |
|                   |                                                             |
|                   |                                                             |
|                   |                                                             |

## 1 Structure & Hierarchy

1.1 These terms govern the use of the PIE platform provided by Synanetics ("the Supplier").

1.2 Order of Precedence: As per G-Cloud Framework requirements, if there is a conflict, the order of precedence is:

- (1) G-Cloud Framework Agreement,
- (2) Call-Off Contract (Order Form), and
- (3) these Supplier Terms.

These terms do not override mandatory G-Cloud protections regarding liability for data breaches or termination rights.

## 2 Platform Licence & Subscription Tiers

2.1 Licence Grant: The Supplier grants the Buyer a non-exclusive, non-transferable licence to access the PIE platform for the duration of the Call-Off Contract.

2.2 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by Synanetics to the Customer is subject to the following prohibitions:

- 2.2.1. the Customer must not sub-license its right to access and use the Hosted Services;
- 2.2.2. the Customer must not permit any unauthorised person to access or use the Hosted Services;
- 2.2.3. the Customer must not use the Hosted Services to provide services to paying third parties;
- 2.2.4. the Customer must not republish or redistribute any content or material from the Hosted Services;
- 2.2.5. the Customer must not make any alteration to the Platform
- 2.2.6 the Customer must not reverse engineer or decompile the platform

2.3 PIE is an "Evergreen" platform. The Supplier shall push mandatory updates to ensure the platform remains compliant with the latest interoperability standards, deliver new features enhance and usability.

2.4: The Supplier may introduce new tiers or move features between tiers. Existing Buyers will retain access to features purchased at the start of their contract until their next renewal.

2.5 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term

## 3 Data Storage & Hosting Options

The Buyer shall elect one of the following models in the Order Form:

3.1 Option A: Included Managed FHIR Store (PIE Hosted)

- Includes a base allocation of **2GB of data storage Total** and **2GB of data transfer** per Month.
- Usage exceeding this is billed monthly in arrears at the rate specified in the G-Cloud Pricing Document (30p Per GB Per Month).

3.2 Option B: "Bring Your Own" (BYO) FHIR Store

- Subject to the Supplier's technical validation. The Supplier is not liable for service degradation caused by the Buyer's third-party storage environment.
- Additional cost for integration shall be quoted separately
- Data Transfer in excess of plan allowance will be billed as used.

## 4 Support, Maintenance & Service Levels (SLA)

4.1 Service Availability: The Supplier targets 99.9% uptime, excluding Planned Maintenance.

4.2 Support Tiers: Support hours and Response Times are determined by the elected tier (Silver or Gold):

| Severity Level      | Response (Ack)                        | Target Resolution (or Workaround)                                     |
|---------------------|---------------------------------------|-----------------------------------------------------------------------|
| <b>1 - Critical</b> | <b>All:</b> 1 hour                    | <b>Silver:</b> 1 Business Day / <b>Gold:</b> Continuous (24/7) Effort |
| <b>2 - High</b>     | <b>Silver:</b> 4hr / <b>Gold:</b> 1hr | <b>Silver:</b> 5 Business Days / <b>Gold:</b> 2 Bus. Days             |
| <b>3 - Medium</b>   | <b>Silver:</b> 4hr / <b>Gold:</b> 4hr | <b>Silver:</b> 10 Business Days / <b>Gold:</b> 8 Bus. Days            |
| <b>4 - Low</b>      | <b>All:</b> 1 Business Day            | No Target                                                             |

**4.3 Maintenance & Patching:** 5 Business Days' notice will be given for downtime expected to last >15 mins. Windows occur between 20:00–06:00 GMT/BST where possible.

- **Patching:** Security/stability patches are applied as required. Major features follow a **quarterly cadence**.
- **Emergency Maintenance:** 2 hours' notice for critical security/stability threats.

4.4 Support will be provided via a online helpdesk portal, the buyer must nominate users and approvers who should have access to this platform.

4.5 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

- a force majeure event;
- a fault or failure of the internet or any public telecommunications network;
- a fault or failure of the Customer's computer systems or networks; (
- any breach by the Customer of this Agreement;
- scheduled maintenance carried out in accordance with this Agreement.

## 5 Support Limitations & Exclusions

5.1 Technical Scope: Support is limited to break-fix technical functionality. Staff shall not provide clinical advice or template sign-off.

5.2 Repeated User Error (Fair Use): Incidents caused by a failure to follow documentation or complete mandatory training may be re-classified as "Out of Scope." And billed at SFIA rate card prices

5.3 Exclusions: Support does not cover data cleansing, Buyer-side network/VPN issues, or troubleshooting third-party BYO stores. Such work is billable at SFIA Rate Card prices.

## 6 Buyer Responsibilities

6.1 Sufficient Training: The Buyer must ensure all staff are trained. The Buyer must appoint two "Super Users" to act as the first line of support before escalating to the Supplier.

6.2 Incident Reporting: The Buyer must provide clear, reproducible evidence (logs/screenshots) for all tickets.

6.3 When notified of an upcoming feature release the Buyer shall conduct appropriate local testing of new or proposed feature releases, updates, or enhancements in a non-production environment prior to deployment to live systems.

6.4 Such testing should verify compatibility with the Buyer's workflows, integrations, and any internal safety or compliance requirements.

6.5 The buyer will notify the supplier of any suspected issues as soon as possible via the support helpdesk.

6.6 The buyer will use all reasonable measures to ensure the security of the platform as a whole and in particular with regard to administrative accounts to ensure that no unauthorised person may gain access to the system.

7.8 Use the system responsibly: The buyer must not use the system in an abusive or excessive manner such that it impacts the service for other users or incurs unreasonable cost to the supplier.

7.9 The Buyer will indemnify and keep indemnified Synanetics against any and all loss, damage or liability suffered and legal fees and costs incurred as a result from a breach of this agreement by The Buyer

## 7 Clinical Safety & Compliance

7.1 DCB0129: The Supplier maintains a Clinical Safety Case Report and Hazard Log.

7.2 DCB0160: The Buyer must conduct its own local clinical safety risk assessment prior to "Go-Live."

7.3 DTAC: The Supplier shall update its Digital Technology Assessment Criteria annually.

7.4 The buyer will complete and maintain a data processing agreement with the supplier prior to integrating the system with any data source.

## 8 Interoperability & Data Standards

8.1 Standards: PIE supports FHIR R4.

8.2 Data Access: The Buyer may access their data via the PIE API (subject to tier) to facilitate integration with local EHRs.

## 9 Data Protection & Exit (Offboarding)

9.1 Processing: Governed by the PIE DPA and UK GDPR.

9.2 Exit: Upon termination, the Supplier shall provide a final export in structured FHIR (JSON/XML) format. Data is purged 30 days after export.

## 10 Business Continuity & Liability

10.1 DR Plan: We undertake to Maintain a 4-hour RTO and 1-hour RPO.

10.2 Liability: Total aggregate liability shall not exceed 125% of the Charges payable by the Buyer in the 12 months preceding the claim.

## 11 Suspension & Emergency Access

11.1 The Supplier may suspend access to the Services to address critical security threats, legal obligations, or material misuse, providing notice where reasonably practicable.

## 12 Warranty

12.1 Except as expressly stated, the Services are provided “as is” and the Supplier makes no warranties regarding fitness for a particular purpose, accuracy of AI outputs, or uninterrupted availability.

## 13 Intellectual Property Rights

13.1 The Supplier retains all intellectual property rights in the Services, including software, documentation, and AI models. The Buyer retains all rights to its own data and content, and receives a limited licence to use the Services as permitted under these Terms and the Call-Off Contract.

13.2 Content, templates, or forms created by the Buyer using the “Builder” feature are the property of the Buyer. The Supplier may independently develop and offer similar or derivative templates, forms, or functionality to other customers without restriction, provided no Personal Data or confidential Buyer content is used in such development.

## 14 Disputes

14.1 The parties shall first attempt to resolve disputes through good faith negotiation. If unresolved, disputes shall be addressed in accordance with the Call-Off Contract.

## 15 Termination

15.1 Access to the Services may be suspended or terminated by the Supplier in the following circumstances:

1. Non-payment of charges due under the Call-Off Contract.
2. Material misuse of the Services or breach of applicable law.
3. Legal or regulatory obligations requiring suspension or termination.
4. Use of the platform is causing harm to Synanetics or its customers.

15.2 Buyers' specific rights to terminate their Call-Off Contract, including notice periods and termination for convenience or breach, are set out in their Call-Off Contract and Service Definition.

15.3 Upon termination or expiry of a Call-Off Contract, the Supplier shall unless otherwise agreed:

1. Provide a final export of Buyer data in structured FHIR format.
2. Purge Buyer data from Supplier systems 30 days after export.
3. Cease all access to the Services by the Buyer, except as required to fulfil obligations under these Terms or by law.