



Synanetics

Advancing Healthcare
Through Interoperability

Synanetics FHIR store 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
27/01/2026	JY	Post Review

0.2 References

Reference	Comments
Synanetics Data Processing Agreement	The DPA governing data processing

0.3 Glossary

Term	Definition
Supplier	Synanetics, provider of the Synanetics FHIR platform
Buyer	The organisation purchasing access to Synanetics FHIR platform
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 Synanetics FHIR 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 Synanetics FHIR 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 Synanetics FHIR platform is an "Evergreen" platform. The Supplier shall push mandatory updates to ensure the platform remains compliant security and performance standards, deliver new features enhance and usability enhancements.

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

2.5: Where a customer's use of the platform goes beyond their selected tier, Synanetics may require them to upgrade.

2.6 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

3.1 The Synanetics FHIR platform:

- Includes a base allocation of **100GB of data storage Total** and **10GB of data transfer** per Month.
- Usage exceeding this is billed monthly in arrears at the rate specified in the G-Cloud Pricing Document (45p Per GB Per Month).

3.2 The customer may select their data residency requirements from our supported list at order time

4 Fair Use Billing

4.1 Should the customer exceed their purchased quotas they shall be billed at the prevailing rates monthly in arrears. These invoices are subject to the same terms as the main licence agreement.

5 Support, Maintenance & Service Levels (SLA)

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

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

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

5.3 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.

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

5.5 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.

6 Support Limitations & Exclusions

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

6.2 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

6.3 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.

7 Buyer Responsibilities

7.1 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.

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

7.3 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.

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

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

7.6 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

8 Clinical Safety & Compliance

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

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

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

9 Interoperability & Data Standards

9.1 Standards: Synanetics FHIR platform supports FHIR STU3 & R4.

9.2 Data Access: The Buyer may access their data via the Synanetics FHIR platform API (subject to tier) to facilitate integration with local EHRs and other systems.

10 Data Protection & Exit (Offboarding)

10.1 Processing: Governed by the Synanetics FHIR platform DPA and UK GDPR.

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

11 Business Continuity & Liability

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

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

12 Suspension & Emergency Access

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

13 Warranty

13.1 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.

14 Intellectual Property Rights

14.1 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.

14.2 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.

15 Disputes

15.1 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.

16 Termination

16.1 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. Should the buyers use of the platform cause harm to Synanetics or its customers

16.2 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.

16.3 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.