

ORCHA Activate – Supplier Service Terms (G-Cloud 15)

Supplier: ORCHA Health Ltd

Service: ORCHA Activate

Framework: G-Cloud 15

These Supplier Service Terms describe how the ORCHA Activate service is accessed and used in practice. They are intended to provide operational clarity for Customers and must be read alongside the Service Definition.

These terms:

- are subordinate to the G-Cloud Call-Off Contract and associated schedules; and
- do not override or vary any Crown Commercial Service (CCS) framework terms.

If there is any conflict, the Call-Off Contract prevails.

1. Nature of the service

1.1 ORCHA Activate is provided as a Software-as-a-Service (SaaS) offering. Access is provided for the duration of the Call-Off Contract.

1.2 The service supports digital health activation and engagement by enabling Customers to surface, promote and manage access to digital health products that have been independently assessed by ORCHA against defined assessment and assurance frameworks.

1.3 ORCHA Activate makes use of ORCHA assessment outputs and assurance information to support engagement, signposting and activation activities. Where the service is configured to include or exclude products based on assurance status, this reflects the application of ORCHA's independent assessment and assurance standards.

1.4 Products identified as meeting an ORCHA Assurance Standard ("ORCHA Assured Products") are subject to the ORCHA Guarantee, as defined in the applicable ORCHA assurance service terms and assessment framework documentation. ORCHA Activate relies on this assurance status as an operational control for activation and distribution purposes.

1.5 The service is designed to support professional and organisational decision-making and engagement activities. It does not provide clinical diagnosis, treatment, or clinical decision-making, and does not constitute regulatory, medical, or legal advice.

2. Access and authorised users

2.1 Access to the service is provided to Authorised Users nominated by the Customer.

2.2 The Customer is responsible for:

- ensuring that only Authorised Users access the service;
- maintaining the confidentiality of login credentials; and
- promptly removing access for users who no longer require it.

2.3 Authorised Users may include administrative, professional, and operational users, as agreed at call-off.

3. Acceptable use

3.1 The service must be used only for:

- lawful purposes; and
- the Customer's internal operational and service delivery activities.

3.2 The Customer and its Authorised Users must not:

- use the service in a way that is unlawful, misleading, or harmful;
 - attempt to bypass access controls or security measures;
 - copy, scrape, or systematically extract service content except where expressly permitted;
 - resell, sublicense, or make the service available to third parties other than Authorised Users; or
 - use the service as a substitute for clinical judgement, regulatory approval, or local governance decision-making.
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4. Service configuration and operation

4.1 The service is configured based on information and approvals provided by the Customer.

4.2 ORCHA Activate is delivered using pre-defined collections of digital health products ("Bundles"). Each Bundle represents a curated portfolio of digital health tools designed to support a specific condition, cohort, pathway or use case.

4.3 The standard service includes a defined number of Bundles, as specified in the Order Form. Pricing for the service is based on the size of the supported population, subject to a minimum population threshold, and includes access to the standard Bundles.

4.4 Customers may request:

- the removal of specific products from a Bundle;
- the addition of specific products to a Bundle; or
- the creation of bespoke Bundles tailored to local requirements.

4.5 Where a Customer requests the inclusion of products that are not ORCHA Assured:

- inclusion of products that have been assessed by ORCHA but are not ORCHA Assured is permitted, subject to Customer governance and risk acceptance; and
- inclusion of products that have not been assessed by ORCHA may require additional assessment or review activity and may be subject to additional charges.

4.6 Additional Bundles or bespoke Bundles beyond those included in the standard service may be subject to additional charges, as set out in the Order Form or otherwise agreed between the parties.

4.7 The Customer remains responsible for approving Bundle configuration, confirming any requested changes, and ensuring that local governance and risk acceptance processes are followed.

5. Support and incident handling

5.1 ORCHA provides a user support service during UK business hours.

5.2 Incidents are prioritised based on service impact and handled in accordance with ORCHA's standard incident management process.

5.3 Planned maintenance is scheduled to minimise disruption and, where possible, notified in advance.

6. Data protection and information governance

6.1 The Customer acts as Data Controller for any personal data processed through the service. ORCHA acts as Data Processor.

6.2 The service is designed to support data minimisation, and many activation activities can be delivered using limited personal data.

6.3 Data is hosted within the UK or EEA. Sub-processors are managed under contract and disclosed at call-off.

6.4 On expiry or termination of the Call-Off Contract, Customer data may be exported in a standard format and deleted in accordance with the Call-Off Contract and ORCHA's retention processes.

7. Third-party content and services

7.1 The service may reference, surface, or link to third-party digital health products or content.

7.2 ORCHA provides independent assessment and assurance information relating to such products, based on defined assessment frameworks and the evidence available at the time of assessment.

7.3 ORCHA does not develop, operate, host, or control third-party digital health products or services. The inclusion of a product within the service, or its use within activation activities, does not constitute certification, regulatory approval, or clinical endorsement.

7.4 Any use of third-party products is subject to the terms and conditions of the relevant third-party provider.

8. Use of assurance information

8.1 Where ORCHA assessment or assurance information is displayed or referenced within the service, it reflects the outcome of an independent, evidence-based assessment conducted by ORCHA at a point in time.

8.2 Assessment outputs may reflect different classifications of evidence in accordance with ORCHA's assessment frameworks, including evidence independently validated by ORCHA and evidence provided by product suppliers and accepted in good faith.

8.3 ORCHA undertakes ongoing monitoring and reassessment of ORCHA Assured Products, together with any additional products designated by ORCHA as priority for monitoring ("Priority Products"). The list of Priority Products may change from time to time and is maintained as a single authoritative list by ORCHA.

8.4 Customers may request that additional products are added to the list of Priority Products. Such requests are subject to agreement and may be subject to additional charges, as set out in the Order Form or otherwise agreed between the parties.

8.5 Assessment outputs are intended to support transparency, governance and informed decision-making. Products, evidence and assessment outcomes may change over time, and Customers remain responsible for determining how assurance information is used within their own governance, procurement and operational processes.

9. Suspension of access

9.1 ORCHA may suspend access to the service where reasonably necessary to:

- protect the security or integrity of the service;
- address misuse or suspected misuse; or
- comply with legal or regulatory requirements.

9.2 Where practicable, ORCHA will notify the Customer of any suspension and work to restore access promptly.

10. Changes and updates

10.1 ORCHA may make updates to the service to:

- maintain security and performance;
- comply with legal or regulatory requirements; or
- improve functionality.

10.2 Updates that materially affect service operation are communicated through normal service channels.

11. End of service and exit

11.1 Access to the service ends on expiry or termination of the Call-Off Contract.

11.2 Exit arrangements, including data export and deletion, are governed by the Call-Off Contract.

12. Relationship to the Call-Off Contract

12.1 These Supplier Service Terms describe how the service operates and must be read alongside:

- the G-Cloud Call-Off Contract;
- the Order Form; and
- the Service Definition.

12.2 Nothing in these terms limits or excludes any obligations or liabilities set out in the Call-Off Contract.

13. Contact and service communications

13.1 Operational communications relating to service delivery, support, incidents and updates will be made through agreed service channels.

End of Supplier Service Terms