Metadvice Supplier Licence Terms

1. Purpose and Scope

1.1 These Supplier Licence Terms govern the Buyer's right to access and use the Metadvice service ("the Service") supplied by Metadvice Ltd under the G-Cloud 15 Framework.

1.2 The Service is a cloud-based Software as a Service clinical decision support and population health analytics system for use in healthcare settings, as described in the applicable Service Definition.

1.3 These Licence Terms apply only to the extent permitted by, and are subject to, the G-Cloud Framework Agreement and the applicable Call-Off Contract.

1.4 In the event of any conflict, the following order of precedence applies:

1. Call-Off Contract (including Order Form)
2. Framework Agreement
3. These Licence Terms
4. Service Definition and supporting documents

2. Grant of Licence

2.1 Subject to the Buyer's compliance with the Call-Off Contract and these Licence Terms, Metadvice grants the Buyer a non-exclusive, non-transferable, non-sublicensable licence to access and use the Service during the Licence Term.

2.2 The licence is granted solely for the Buyer's internal business purposes in connection with the delivery of healthcare services.

2.3 The licence is limited to the scope, users, population size, modules, and duration specified in the Order Form.

3. Authorised Users and Access

3.1 Access to the Service is limited to Authorised Users acting on behalf of the Buyer.

3.2 The Buyer is solely responsible for determining which individuals are authorised to access the Service and for ensuring such individuals are appropriately trained and qualified.

3.3 The Buyer must promptly notify Metadvice of any unauthorised access or security incident relating to the Service.

4. Use of the Service

4.1 The Service provides clinical decision support and population-level analytics based on clinical guidelines and patient data.

4.2 The Service does not replace clinical judgement. Responsibility for all clinical decisions remains with the Buyer and its clinicians.

4.3 The Buyer must not:

- Use the Service for unlawful purposes
- Reverse engineer, copy, modify, or create derivative works of the Service
- Provide access to third parties except as permitted under the Call-Off Contract

5. Buyer Obligations

5.1 The Buyer is responsible for:

- Providing accurate and lawful access to required data sources
- Ensuring appropriate information governance approvals are in place
- Complying with applicable data protection, clinical safety, and regulatory requirements
- Integrating the Service into local clinical pathways appropriately

5.2 The Buyer acknowledges that the quality and completeness of outputs depend on the quality and completeness of input data.

6. Availability and Support

6.1 Metadvice will provide the Service in accordance with the availability targets and support arrangements set out in the Service Definition and applicable SLA.

6.2 Planned maintenance and incident management will be communicated in line with those documents.

7. Updates and Changes

7.1 Metadvice may update the Service from time to time to:

- Improve functionality
- Address defects
- Reflect updated clinical guidance or regulatory requirements

7.2 Material changes that affect use of the Service will be notified to the Buyer in advance where reasonably practicable.

8. Intellectual Property

8.1 All intellectual property rights in the Service remain the property of Metadvice or its licensors.

8.2 No rights are granted to the Buyer other than those expressly set out in these Licence Terms.

8.3 The Buyer retains all rights in its own data, subject to the Data Processing Agreement.

9. Data Protection

9.1 The parties shall comply with applicable data protection legislation.

9.2 Processing of personal data is governed by the Data Processing Agreement referenced in the Call-Off Contract.

10. Charges and Payment

10.1 Charges, payment terms, and invoicing arrangements are set out in the Order Form and Pricing Document.

11. Term and Termination

11.1 These Licence Terms apply for the Licence Term specified in the Order Form.

11.2 Termination rights are governed by the Call-Off Contract and Framework Agreement.

12. Suspension and Deactivation

12.1 The Buyer may request deactivation of the Service at any time in accordance with the Call-Off Contract.

12.2 On termination or expiry, Metadvice will disable access to the Service and handle Buyer data in accordance with the Data Processing Agreement.

13. Liability

13.1 Liability is governed exclusively by the Call-Off Contract and Framework Agreement.

14. General

14.1 These Licence Terms are governed by the law specified in the Call-Off Contract.

14.2 Nothing in these Licence Terms limits statutory rights under the Framework Agreement.