



Iris ImageNet

Terms and Conditions

Supplier: MD IT (UK) Ltd

Version: 1.0

Date: October 2025

Contact: hello@mdit.uk | www.mdit.uk

1. Definitions

- “Supplier” means MD IT (UK) Ltd.
- “Client” means the contracting organisation purchasing the service.
- “Service” means the Iris ImageNet platform, including hosting, maintenance, support, and optional implementation services.
- “Agreement” means the contract formed between the Client and Supplier under the G-Cloud 15 Framework.

2. Scope of Services

The Supplier shall provide access to Iris ImageNet, a cloud-based PACS and referral platform enhanced by Iris AI for automated report and correspondence generation.

Optional implementation, configuration, training, and local hosting services are available as detailed in the Service Definition and Pricing Document.

3. Duration

This Agreement commences on the effective date of the call-off contract under the G-Cloud Framework.

The standard subscription term is 12 months, renewable annually.

The maximum total duration of any call-off contract under the G-Cloud Framework is 4 years, inclusive of any extensions.

4. Fees and Payment

All fees are set out in the Pricing Document.

- All prices exclude VAT.
- For projects under £15,000, full payment is required upfront.
- For projects over £15,000, 60 % is payable upfront and 40 % upon completion.
- Annual subscription fees are invoiced in advance.
Late payments may accrue interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5. Ownership of Work

All intellectual property rights (IPR) in Iris ImageNet, including but not limited to source code, architecture, user interface design, documentation, and AI functionality (including Iris AI), are and shall remain the sole property of MD IT (UK) Ltd.

The Client is granted a non-exclusive, non-transferable licence to use the software during the term of this Agreement for internal business purposes only, in accordance with the G-Cloud Framework.

No ownership or source code rights are transferred under this Agreement.

Custom configurations or integrations developed for the Client remain the property of MD IT but may be re-used, extended, or adapted for other clients.

6. Support and Maintenance

The Supplier will provide ongoing maintenance and support as defined in the Service Definition. A three-month warranty is included from the date of first production use, covering any identified defects or configuration issues.

Extended or 24/7 support can be purchased separately as per the Pricing Document.

7. Clinical Safety and Design

Clinical safety documentation, including Hazard Logs and Safety Cases, is owned and maintained by MD IT (UK) Ltd and forms part of its regulated software assurance process, including:

- **Updates to the Hazard Log and Safety Case.**
- **Compliance with DCB 0129 and NHS Digital standards.**
- **Review and approval by an appointed Clinical Safety Officer (CSO).**

8. Data Protection and Security

- The Supplier shall process all data in accordance with the UK GDPR and the Data Protection Act 2018.
- Data is encrypted in transit (TLS 1.2 or above) and at rest (AES-256).
- Access is restricted using Multi-Factor Authentication (MFA) and Role-Based Access Control (RBAC).
- The Supplier maintains Cyber Essentials and DSPT certification and uses hosting partners certified to ISO 27001 and CSA CCM v4.0.
- Local hosting options are available for NHS clients who prefer on-premise data control.

9. Confidentiality

Each party shall keep confidential all proprietary or sensitive information obtained during the performance of this Agreement and shall not disclose it to any third party without prior written consent, except where required by law.

10. Liability

The Supplier's liability shall not exceed the total amount paid by the Client for the service in the preceding 12 months.

The Supplier is not liable for:

- Loss of profit, business, or goodwill;
- Data loss resulting from client negligence or external system failure;
- Third-party system issues or unauthorised access beyond Supplier control.

11. Termination

Either party may terminate the Agreement with 30 days' written notice if the other materially breaches its obligations and fails to remedy such breach.

Upon termination:

- The Supplier will assist with secure data extraction as per the Service Definition.
- Access to the hosted environment will be withdrawn after data transfer completion.

12. Force Majeure

Neither party shall be liable for delays or failure to perform obligations due to events beyond reasonable control, including natural disasters, war, or major network outages.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

14. Entire Agreement

This document, together with the Service Definition and Pricing Document, constitutes the entire agreement between the parties. No other terms, written or oral, shall apply unless agreed in writing by both parties.

14. Contact Information

MD IT (UK) Ltd

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