

BGaze Clinic – Terms and Conditions of Service

These Terms and Conditions (“Terms”) govern the provision and use of the BGaze Clinic software-as-a-service (the “Service”) provided by Braingaze Ltd. They are intended to support Braingaze’s application to the G-Cloud 15 framework and apply in conjunction with the G-Cloud 15 Framework Agreement.

1. About Braingaze

Braingaze Ltd is a limited liability company incorporated in England and Wales, with its registered address at 157 High Street, New Malden, KT3 4BH, United Kingdom (“Braingaze”, “we”, “us”, “our”).

2. Definitions

- **BGaze Clinic / BGaze System:** The cloud-based clinical software system developed by Braingaze that provides neurobiological biomarkers to support the screening, triage, diagnosis and digital therapy of neurodevelopmental disorders such as ADHD.
- **Buyer / Customer:** The organisation or individual purchasing and using the Service.
- **Hardware:** Physical components required for use of the Service, including the Tobii eye tracker supplied by Braingaze. Hardware does not include a PC or laptop, which must be sourced by the Customer.
- **License:** The non-exclusive, non-transferable right to use the BGaze Clinic Service.
- **Patient Services:** Clinical services provided by the Customer to patients using the BGaze Clinic Service including the BGaze Focus patient installed gaming app.
- **Subscription Fee:** The recurring monthly base fee payable for access to the Service.
- **Use Fees:** The fees payable for specifically patient administrated interventions such as neuro-marker tests, digital therapy access & monitoring.
- **Set-Up Fee:** The one-off fee covering installation, configuration, and initial training.
- **Site:** The Customer’s location where the Service is used.

3. Scope of the Service

3.1 BGaze Clinic is provided as a software-as-a-service solution to support the screening, triage, diagnosis and therapy of cognitive disorders. At the time of supply, it is validated for use in child and adult ADHD diagnostic support.

3.2 The Service includes: - Access to the BGaze Clinic ADHD assessment test; - Rating scales, semi-structured interview tools, and reporting modules; - Use of the Tobii eye tracker required for optimal functionality; - Remote installation and configuration; - Initial clinical onboarding and training; - Technical support during business hours.

3.3 The Service does not include provision of a PC or laptop. Customers must ensure they have compatible hardware (Windows 10/11, minimum 15-inch screen, Intel i5/i7 processor).

4. Licence Grant

4.1 Braingaze grants the Customer a non-exclusive, non-transferable licence to use BGaze Clinic solely for providing Patient Services at the agreed Site.

4.2 The licence is valid for the duration of the contract term and terminates automatically on termination of the Service.

4.3 The Customer must not copy, modify, reverse engineer, sub-license, rent, or otherwise make the Service or Software available to any third party without Braingaze's prior written consent.

5. Fees and Payment

5.1 The Customer shall pay:

- A one-off Set-Up Fee (exclusive of VAT where applicable)
- A monthly Subscription Fee payable in advance by direct debit
- monthly Use Fees payable as per actual use of the system the month following their actual use, or up front in the form of estimated Use Fees

5.2 Subscription and Use Fees are collected via direct debit using Braingaze's authorised payment provider.

5.3 Late payments may incur interest of 1% of the overdue amount.

5.4 Braingaze may revise pricing on six (6) months' written notice. Customers may terminate the Service if they do not accept revised pricing.

6. Term and Termination

6.1 The initial contract term is twelve (12) months from the start date.

6.2 The contract renews automatically for successive twelve (12) month periods unless terminated with the required notice.

6.3 Customers may terminate within the first thirty (30) days if dissatisfied. In this case, the Set-Up Fee remains payable, but Subscription Fees are waived.

6.4 On termination, all Hardware must be returned to Braingaze at the Customer's cost.

7. Support and Availability

7.1 Support is provided on business days (09:00–17:00 UK time) via email and messaging services.

7.2 Braingaze aims to maintain at least 95% system availability but does not guarantee uninterrupted access.

7.3 Support does not cover issues caused by misuse, unauthorised modifications, or use with non-approved equipment.

8. Data Protection and Patient Data

8.1 The Customer acts as data controller for patient data and is responsible for compliance with UK GDPR and applicable healthcare regulations.

8.2 The Customer must ensure that no directly identifiable patient information is submitted into the BGaze Clinic Service.

8.3 Braingaze processes data only on the Customer's instructions and implements appropriate technical and organisational security measures.

8.4 Braingaze may use permanently anonymised data for research, product improvement, and statistical purposes. Braingaze is the sole owner of such anonymised data.

8.5 In the event of a personal data breach, Braingaze will notify the Customer without undue delay.

9. Clinical Responsibility

9.1 Clinical decisions made using BGaze Clinic outputs are the sole responsibility of the Customer.

9.2 BGaze Clinic is a decision-support tool and does not replace clinical judgement.

10. Warranties and Disclaimers

10.1 The Service is provided “as is”. Software may contain errors and uninterrupted operation is not guaranteed.

10.2 To the maximum extent permitted by law, Braingaze disclaims all implied warranties, including fitness for a particular purpose.

11. Limitation of Liability

11.1 Braingaze is not liable for indirect, consequential, or economic losses, including loss of profits or data.

11.2 Braingaze's total liability under these Terms is capped at the total fees paid by the Customer in the twelve (12) months preceding the claim.

11.3 Nothing in these Terms limits liability for death, personal injury, or fraud.

12. Intellectual Property

12.1 All intellectual property rights in BGaze Clinic, the Software, and anonymised data belong to Braingaze.

12.2 No rights are granted other than those expressly set out in these Terms.

13. Confidentiality

Each party shall keep confidential any non-public information received from the other party and use it only for the purposes of providing or using the Service.

14. Force Majeure

Neither party shall be liable for delays or failure to perform caused by events beyond reasonable control.

15. Governing Law

These Terms are governed by and construed in accordance with the laws of England and Wales. The English courts have exclusive jurisdiction.

16. Order of Precedence

If there is any conflict between these Terms and the G-Cloud 15 Framework Agreement, the G-Cloud 15 Framework Agreement shall take precedence.