

Supplier Terms and Conditions – G-Cloud 15 (RM1557.15)

Service: OmniaKlenz (Software as a Service)

Supplier: Insight Consulting Services Limited

Lot: Lot 2b – Software as a Service (SaaS)

Framework: G-Cloud 15 (RM1557.15)

1. Purpose and Scope

These Supplier Terms and Conditions (the 'Supplier Terms') apply to the OmniaKlenz Software as a Service offering provided under G-Cloud 15 (RM1557.15), Lot 2b – Software as a Service.

These Supplier Terms are supplementary only and are incorporated into the Call-Off Contract subject to the order of precedence set out below.

2. Order of Precedence

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

1. G-Cloud 15 Framework Agreement
2. Completed Order Form
3. Call-Off Contract and associated Call-Off Schedules
4. These Supplier Terms and Conditions

Nothing in these Supplier Terms overrides or modifies the CCS contractual documents.

3. SaaS Provision

OmniaKlenz is provided as a browser-based Software as a Service and does not require local installation.

Access is provided to authorised users in accordance with the Order Form.

The service is delivered on a multi-tenant SaaS basis using UK and EEA cloud infrastructure.

4. Usage Limits and User Responsibilities

User limits, subscription tiers and permitted usage are as defined in the relevant Order Form.

The Buyer is responsible for user access management, credentials, and appropriate use of the service.

The Buyer remains responsible for decisions taken using outputs from the service and for exercising professional judgement.

5. Artificial Intelligence and Non-Reliance

OmniaKlenz may include AI-assisted functionality.

AI-generated outputs are intended to support users and must not be relied upon as the sole basis for significant operational, legal or safety decisions.

The service is not intended for clinical use or patient-related decision making.

6. Service Levels

Operational service levels, support hours and incident response targets are described in the Supplier Service Level Agreement (SLA) incorporated into the Call-Off Contract.

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

7. Data Protection and Security

Data protection obligations are governed by the applicable Call-Off Contract and data protection schedules.

Where OmniaKlenz acts as a Processor, processing is carried out in accordance with the Supplier Data Processing Agreement incorporated into the Call-Off Contract.

Security responsibilities follow the shared responsibility model described in Supplier documentation and the Call-Off Contract.

8. Intellectual Property

Intellectual property rights are allocated in accordance with the Call-Off Contract.

These Supplier Terms do not alter the intellectual property position set out in the CCS schedules.

9. No Modification of CCS Commercial Terms

These Supplier Terms do not introduce or vary payment terms, liability caps, termination rights, or other commercial provisions.

All commercial terms are governed exclusively by the Call-Off Contract and Order Form.

10. Governing Law

These Supplier Terms are governed by the laws of England and Wales, consistent with the G-Cloud Framework Agreement.