Neuronostics

Enhancing neurological care with digital biomarkers

BioEP Terms and Conditions for G-Cloud 15

28 January 2026

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Table of contents

1. Status and Order of Precedence 2
2. Definitions and Interpretation 2
3. Access to BioEP 2
4. Scope of the Service 3
5. Clinical Safety and Regulatory Compliance 3
6. Data Protection and Information Governance 3
7. Information Security 3
8. Customer Responsibilities 3
9. Acceptable Use 4
10. Supplier Responsibilities 4
11. Fees and Payment 4
12. Intellectual Property and License 4
13. Confidentiality 5
14. Publications and Publicity 5
15. Term and Termination 5
16. Exit Management 5
17. Liability 5
18. Force Majeure 5
19. Assignment and Subcontracting 6

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Version: 1.0

Supplier: Neuronostics Limited

1. Status and Order of Precedence

These Terms and Conditions form part of, and are incorporated by reference into, the G-Cloud 15 Call-Off Contract between the Customer and the Supplier. In the event of any conflict or inconsistency between these Terms and Conditions and the Call-Off Contract (including any schedules or annexes thereto), the Call-Off Contract shall take precedence.

2. Definitions and Interpretation

In this Schedule, the following expressions shall have the following meanings. Any terms not defined in this Schedule shall be interpreted according to their ordinary meaning in the context of this Schedule. Headings are for convenience only and shall not affect interpretation.

"BioEP" means the UKCA-marked, cloud-hosted clinical decision-support software service provided by the Supplier, including any associated user interface, infrastructure, and access mechanisms, as described in the Service Definition and Instructions for Use.

"Call-Off Contract" means the contract formed under the G-Cloud 15 framework between the Customer and the Supplier, including all schedules and annexes.

"Service Definition" means the G-Cloud 15 service description document published by the Supplier.

"Instructions for Use" means the manufacturer's instructions supplied with BioEP, as updated from time to time.

3. Access to BioEP

Subject to the terms of the Call-Off Contract and this Schedule, the Supplier shall provide the Customer with access to BioEP for the purpose of supporting clinical decision-making.

Access to BioEP shall be provided to authorised users only. The Customer is responsible for ensuring that user access credentials are kept secure, used appropriately, and not shared.

The Supplier may restrict, suspend, or terminate access to BioEP where reasonably necessary to protect patient safety, data security, service integrity, or regulatory compliance, or where required by law, provided that notice shall be given where reasonably practicable.

The Supplier does not warrant that access to BioEP will be uninterrupted or error-free but shall use reasonable endeavours to ensure availability in accordance with the Service Definition.

4. Scope of the Service

The Supplier shall provide the Customer with access to BioEP in accordance with the Service Definition. BioEP is a clinical decision-support tool and does not provide autonomous diagnosis. All clinical decision-making responsibility remains with the Customer.

5. Clinical Safety and Regulatory Compliance

The Supplier warrants that BioEP is UKCA marked, developed and maintained under an ISO 13485–certified quality management system, and supported by appropriate clinical safety documentation in accordance with applicable NHS clinical risk management standards. The Customer is responsible for local deployment assurance and clinical governance.

6. Data Protection and Information Governance

Without prejudice to the data protection provisions of the Call-Off Contract, the Customer acts as Data Controller and the Supplier as Data Processor for the purposes of UK GDPR.

Processing of Personal Data and Special Category Data shall be governed by a Data Processing Agreement (DPA) compliant with Article 28 UK GDPR. The DPA shall be executed as part of the Call-Off Contract documentation and shall form an integral part of the contractual arrangements between the parties.

All Personal Data shall be hosted and processed within the United Kingdom and solely for the purposes of supporting direct patient care and provision of the BioEP service.

7. Information Security

The Supplier shall maintain appropriate technical and organisational security measures aligned with the NHS Digital Technology Assessment Criteria, the NHS Data Security and Protection Toolkit, and Cyber Essentials.

8. Customer Responsibilities

The Customer shall ensure that only authorised and appropriately trained users access BioEP, that all data submitted is lawful and accurate, and that use of the service complies with the Instructions for Use, Service Definition, and applicable law.

9. Acceptable Use

The Customer shall use BioEP solely for its intended clinical decision-support purpose and shall not:

- use BioEP as a substitute for clinical judgement or in automated decision-making;
- circumvent clinical governance, safety controls, or audit mechanisms;
- make BioEP available to unauthorised third parties;
- interfere with service integrity or security.

The Supplier may suspend access where continued use poses a material risk to patient safety, data security, or regulatory compliance, subject to notice where reasonably practicable.

10. Supplier Responsibilities

The Supplier shall provide the service with reasonable skill and care, maintain regulatory compliance, and provide support as described in the Service Definition.

11. Fees and Payment

Fees shall be as set out in the applicable BioEP pricing document for G-Cloud 15. Invoices shall be payable within 30 days of receipt.

All fees are exclusive of VAT unless expressly stated otherwise. Where VAT is chargeable, the Supplier may issue invoices inclusive of VAT. Where the Customer is entitled to VAT relief, the Customer shall provide a valid VAT relief certificate prior to invoicing.

12. Intellectual Property and License

All intellectual property rights in BioEP, including all software, algorithms, models, methodologies, documentation, updates, enhancements, and derivative works, shall remain the exclusive property of the Supplier or its licensors.

The Supplier grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use BioEP during the term of the Call-Off Contract solely for internal clinical purposes and in accordance with the Service Definition and Instructions for Use.

The Customer shall not copy, modify, reverse engineer, or otherwise attempt to derive the underlying technology of BioEP except as permitted by law.

The Customer retains all rights in its clinical and patient data. Nothing in this Schedule transfers ownership of intellectual property rights between the parties.

13. Confidentiality

Each party shall keep confidential all information marked or reasonably understood to be confidential and use it solely for the purposes of the Call-Off Contract.

14. Publications and Publicity

Either party may publish information relating to the use or evaluation of BioEP, subject to providing reasonable prior written notice to the other party and a reasonable opportunity to review and comment for accuracy, confidentiality, and regulatory compliance. Such review shall not be unreasonably withheld or delayed.

15. Term and Termination

The Call-Off Contract shall commence and continue for the term specified in the Call-Off Contract unless terminated earlier in accordance with its terms.

Without prejudice to the termination rights set out in the Call-Off Contract, either party may terminate where required by law or regulatory authority, or where the other party commits a material breach which is not remedied within a reasonable period following notice.

Termination shall not affect any accrued rights or liabilities of the parties.

16. Exit Management

On expiry or termination of the Call-Off Contract for any reason, the Customer may export reports and outputs generated through BioEP. The Supplier shall, in accordance with the DPA and NHS records management requirements, securely delete or return Personal Data following confirmation of successful data export.

17. Liability

Nothing in this Schedule limits liability for death or personal injury caused by negligence, fraud, or any liability which cannot lawfully be excluded. Subject to the foregoing, liability shall be determined in accordance with the Call-Off Contract.

18. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond its reasonable control.

19. Assignment and Subcontracting

The Supplier may subcontract hosting or support services but shall remain fully responsible. The Customer may not assign without prior written consent except as permitted under the Call-Off Contract.