

Standard Terms & Conditions for simpsi®

Applies to the provision of the Service to the Contracting
Authority under the CCS G-Cloud 15 Framework

Version 1.0. Last updated January 2026

ICST (INSTITUTE OF CLINICAL SCIENCE AND TECHNOLOGY), 33 CATHEDRAL ROAD, CARDIFF,
WALES, CF11 9HB, COMPANY NUMBER 09300292, COMPANY REGISTERED IN ENGLAND
AND WALES

STANDARD TERMS AND CONDITIONS FOR simpso® SUITE (G-CLOUD 15)

1. INTRODUCTION

- a) This document sets out the terms and conditions ("TERMS AND CONDITIONS") for the simpso® Suite web-based services (the "SERVICE") provided by ICST (the "PROVIDER") to the client named in the G-Cloud 15 Call-Off Contract (the "CLIENT").
- b) The SERVICE is provided on a subscription basis as set out in the SERVICE DETAILS. Unless otherwise stated, the minimum term is 12 months.
- c) Specific details of the SERVICE (including modules, dates, contract duration, service levels, support arrangements and charges) are set out in the G-Cloud 15 Call-Off Contract, service definition and associated pricing documentation (together, the "SERVICE DETAILS").
- d) If there is any inconsistency between these TERMS AND CONDITIONS and the G-Cloud 15 Call-Off Contract, the Call-Off Contract shall prevail to the extent of the inconsistency.
- e) The SERVICE is designed to support self-management, care improvement, implementation and governance. It does not provide emergency services. If a user believes they require urgent clinical attention they should contact NHS 111, 999 or their healthcare provider as appropriate

2. DEFINITIONS

- a) ACCOUNT MANAGER means the PROVIDER-assigned primary point of contact for the CLIENT for operational queries, reporting requests, onboarding coordination and service reviews.
- b) ADMINISTRATIVE USERS are those AUTHORISED USERS designated by the CLIENT to administer the SERVICE on its behalf and who will act, unless otherwise instructed by the CLIENT, as the CLIENT's representatives.
- c) AFFILIATE means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

STANDARD TERMS AND CONDITIONS FOR simpsi® SUITE (G-CLOUD 15)

- d) **APPLICABLE LAW** means all laws, statutes, regulations, secondary legislation, NHS and public sector requirements (where applicable), and guidance applicable to a party in connection with these TERMS AND CONDITIONS and the SERVICE, including UK GDPR and the Data Protection Act 2018.
- e) **AUTHORISED USERS** are the individuals designated and authorised by the CLIENT to access and use the SERVICE on the CLIENT's behalf for business, commissioning, clinical, operational, administrative, governance, research or service improvement purposes (for example clinicians, operational managers, commissioners, analysts, administrators and authorised partners). For the avoidance of doubt, **AUTHORISED USERS** do not include **END USERS**.
- f) **END USERS** means patients, members of the public, carers or other individuals who access patient-facing or public-facing components of the SERVICE (including mobile applications, portals or web interfaces) for personal use, self-management, education, tracking, prevention or wellbeing.
- g) **END-USER TERMS** means the separate terms and conditions and any related privacy notice(s) that apply to **END USERS'** use of patient-facing or public-facing components of the SERVICE, as published or otherwise made available by or on behalf of the PROVIDER from time to time. **PATIENT TERMS** means the **END-USER TERMS**.
- h) **BANK OF ENGLAND BASE RATE** means the official Bank of England base rate published from time to time.
- i) **BUSINESS CONTINUITY EVENT** means any event including but not limited to a serious hardware, platform or network failure that could impact the operations of the CLIENT and the PROVIDER's ability to provide the SERVICE.
- j) **BUSINESS DAY** means a day other than a Saturday, Sunday or public holiday in England and Wales.
- k) **CHARGES** are the charges payable by the CLIENT as set out in the SERVICE DETAILS.
- l) **CLIENT DATA** means all data (including **PERSONAL DATA** and **PATIENT IDENTIFIABLE INFORMATION**) that is uploaded, input, transmitted,

STANDARD TERMS AND CONDITIONS FOR simpso® SUITE (G-CLOUD 15)

generated, stored or processed by or on behalf of the CLIENT or its AUTHORISED USERS through the SERVICE, including reports, dashboards and outputs generated from such data.

- m) CONFIDENTIAL INFORMATION means any information of a confidential or secret nature (including trade secrets, know-how, software, documentation, business information, customer information, financial information, technical information, forecasts, models, designs, specifications and any other records) whether or not recorded, which is not in the public domain and is disclosed by one party to the other in connection with the SERVICE.
- n) CORE BUSINESS HOURS means 09:00–17:00 UK time, Monday to Friday, excluding public holidays in England and Wales.
- o) DATA EXCHANGE SERVICES means facilities for exchanging data between the SERVICE and other systems, including APIs, data feeds, import/export tools, and interoperability interfaces.
- p) DOWNTIME means any period, measured in whole minutes, during which the core login and primary service functions are unavailable to all users due to a fault within the PROVIDER's infrastructure or core application code, excluding any unavailability caused by:
 - i. PLANNED MAINTENANCE;
 - ii. a FORCE MAJEURE EVENT;
 - iii. factors outside the PROVIDER's reasonable control (including failures of the CLIENT's or any THIRD PARTY network, hardware, software or connectivity);
 - iv. the CLIENT's acts or omissions;
 - v. issues with THIRD PARTY services where the root cause lies with the THIRD PARTY; or (vi) suspension under clause 7.
- q) DPIA means a data protection impact assessment.
- r) DSAR means a data subject access request or other request by a data subject to exercise data protection rights.

STANDARD TERMS AND CONDITIONS FOR simpssi® SUITE (G-CLOUD 15)

- s) EIR means the Environmental Information Regulations 2004.
- t) ENTIRE SERVICE TERM is the entire term over which the SERVICE is provided to the CLIENT under the Call-Off Contract.
- u) EXTENDED SUPPORT means any support arrangements beyond the included SUPPORT PACKAGE, such as enhanced response times, additional out-of-hours coverage beyond P1, dedicated service desk lines, or bespoke operational support, as agreed in writing and set out in the SERVICE DETAILS.
- v) FOIA means the Freedom of Information Act 2000.
- w) FORCE MAJEURE EVENT has the meaning given in clause 20.
- x) GENOMIC DATA means genetic and genomic information, including polygenic risk scores and pharmacogenomic markers, where processed through the SERVICE.
- y) G-CLOUD 15 CALL-OFF CONTRACT means the call-off contract entered into pursuant to the Crown Commercial Service G-Cloud 15 Framework Agreement.
- z) INVOICE TERM is the period between the SERVICE START DATE and the first RENEWAL DATE, and subsequently the period between RENEWAL DATES, unless otherwise stated in the SERVICE DETAILS.
- aa) MAINTENANCE WINDOWS means the routine maintenance windows stated in clause 11(c).
- bb) MESSAGING SERVICES means messaging capabilities provided as part of the SERVICE, which may include SMS, email, in-application notifications, push notifications and other electronic messages.
- cc) MONTHLY FEE means one-twelfth (1/12) of the annual CHARGES payable for the relevant INVOICE TERM, used for calculating Service Credits under clause 11.
- dd) MONTHLY UPTIME PERCENTAGE or MUP has the meaning given in clause 11.

STANDARD TERMS AND CONDITIONS FOR simpso® SUITE (G-CLOUD 15)

- ee) NOTIFICATION DATE is the date by which notification of CHARGES for the subsequent INVOICE TERM following the next RENEWAL DATE is to be provided to the CLIENT, being four months prior to the RENEWAL DATE unless otherwise agreed in writing.
- ff) PATIENT IDENTIFIABLE INFORMATION means any information that is patient identifiable, patient confidential or otherwise protected, including identifiers and combinations of data that could identify an individual, including where required by NHS information governance and applicable law.
- gg) PERSONAL DATA has the meaning given to it in UK GDPR and the Data Protection Act 2018.
- hh) PLANNED MAINTENANCE means scheduled maintenance carried out by or on behalf of the PROVIDER which may result in SERVICE interruption, and which is undertaken in accordance with clause 11.
- ii) PRIORITY 1 INCIDENT or P1 means an incident causing complete loss of access to the core SERVICE for all users, a material compromise of security, or a critical failure affecting processing or availability of PATIENT IDENTIFIABLE INFORMATION requiring immediate action.
- jj) PRIORITY 2 INCIDENT or P2 means a material degradation of the core SERVICE affecting multiple users or key functionality, with no feasible workaround.
- kk) PRIORITY 3 INCIDENT or P3 means an incident affecting limited functionality or a subset of users, or where a reasonable workaround exists.
- ll) PROVIDER means ICST.
- mm) RENEWAL DATE is the anniversary of the SERVICE START DATE unless otherwise stated in the SERVICE DETAILS.
- nn) SECURITY INCIDENT means any actual or reasonably suspected unauthorised access to, or compromise of, the SERVICE, the PROVIDER's systems used to deliver the SERVICE, or CLIENT DATA, including a PERSONAL DATA breach.

STANDARD TERMS AND CONDITIONS FOR simpso® SUITE (G-CLOUD 15)

- oo) SERVICE means the simpso® Suite services provided by the PROVIDER to the CLIENT as described in these TERMS AND CONDITIONS and the SERVICE DETAILS.
- pp) SERVICE CREDIT means a credit applied against future invoices in accordance with clause 11.
- qq) SERVICE DESK means the PROVIDER's support function accessible by email and/or online ticketing (and, where applicable, telephone) as described in clause 11(e).
- rr) SERVICE DETAILS has the meaning given in clause 1(c).
- ss) SERVICE START DATE is the date the CLIENT is first provided with access to the SERVICE, unless otherwise specified in the SERVICE DETAILS.
- tt) STATUS PAGE means the PROVIDER's online service status page (or equivalent availability communications mechanism).
- uu) SUB-PROCESSOR means any THIRD PARTY appointed by or on behalf of the PROVIDER to process PERSONAL DATA on behalf of the CLIENT in connection with the SERVICE.
- vv) SUBSCRIPTION BAND means the pricing band based on the CLIENT's catchment population size (0–1m, 1m–1.5m, 1.5m–2m, 2m–2.5m, 2.5m–3m, 3m+) as set out in the SERVICE DETAILS.
- ww) SUPPORTED BROWSERS means current major versions of Chrome, Edge, Safari or Firefox.
- xx) SUPPORTED MOBILE DEVICES means iOS and Android mobile devices supported by the applicable app store and device vendor for the SERVICE's mobile applications.
- yy) SUPPORT PACKAGE means the included support package described in clause 11(e), included within annual CHARGES unless otherwise stated in the SERVICE DETAILS.
- zz) TERMINATION DATE is the date by which either party must provide the other with notification of its intention to terminate the SERVICE in accordance with these TERMS AND CONDITIONS.

STANDARD TERMS AND CONDITIONS FOR simpssi® SUITE (G-CLOUD 15)

- aaa) THIRD PARTY means any entity other than the CLIENT or the PROVIDER, including suppliers, contractors, integration partners, telecommunications providers, and providers of THIRD PARTY systems or services accessed via DATA EXCHANGE SERVICES or otherwise.
- bbb) UK GDPR means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as incorporated into the laws of the United Kingdom, as amended from time to time.
- ccc) VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

3. SERVICE DESCRIPTION

- a) The SERVICE is a modular suite comprising (as selected in the SERVICE DETAILS):
 - i. simpssi® health: real-world management system for patients with chronic disease delivering NICE-informed self-management support through a validated behavioural framework.
 - ii. simpssi® insights: clinical support platform for healthcare professionals comprising quick reference guidance, learning and quality improvement initiatives aligned with NICE standards and national audits.
 - iii. simpssi® accelerate: structured implementation framework guiding commissioners, service leads and managers through step-by-step adoption and scale.
 - iv. simpssi® assurance: governance platform supporting assurance across clinical, data, operational and change management domains.
 - v. simpssi® EHR: patient-facing real-world electronic health record, SNOMED coded and interoperability-ready, enabling authorised healthcare professionals to view real-world data between appointments.

STANDARD TERMS AND CONDITIONS FOR simpsi® SUITE (G-CLOUD 15)

- vi. simpsi® analytics: tracking and reporting for clinical, behavioural and value metrics, including performance, compliance and benefits realisation.
 - vii. simpsi® wellness: lifelong health-journey management platform for the public combining risk profiling, clinical status, behaviours and (where enabled) genomic insights to support prevention.
 - viii. simpsi® campaigns: targeted outreach campaigns across SMS, email, app and portals with tracking and optimisation (where included).
 - ix. simpsi® research: applied evidence generation and evaluation with NHS/academic/public partners (where included).
 - x. simpsi® genomics: integration of genomic, clinical and patient-generated real-world data delivering personalised support and pharmacogenomic guidance (where included).
- b) Access and interfaces: simpsi® health, simpsi® wellness, simpsi® genomics (and other patient modules, where applicable) are accessed through secure mobile applications for iOS and Android and via mobile responsive web browser. Clinician/commissioner functionality is accessible via modern web browser and may also be accessible via mobile responsive web interfaces where appropriate. No local technical installation is required.
- c) Accessibility: the SERVICE is designed in line with WCAG 2.2 AA accessibility standards.
- d) Constraints and dependencies: the SERVICE requires internet connectivity. Offline functionality is limited. Service performance and availability may be affected by the CLIENT's local devices, networks, firewalls, IT policies, and by THIRD PARTY hosting and connectivity. Mobile app functionality may vary slightly between operating systems and device versions.
- e) The SERVICE does not replace professional clinical judgement. Any clinical reference content is provided for decision support and standardisation; the CLIENT's clinicians remain responsible for diagnosis, treatment and care decisions.

4. CHARGES AND SUBSCRIPTION BANDS

- a) CHARGES are determined by the SUBSCRIPTION BAND and selected modules, as set out in the SERVICE DETAILS and pricing documentation.
- b) CHARGES will be invoiced in advance for each INVOICE TERM unless otherwise stated in the SERVICE DETAILS.
- c) Annual CHARGES may be reassessed at each NOTIFICATION DATE to reflect any change in the CLIENT's applicable SUBSCRIPTION BAND, in line with the pricing documentation.
- d) No rebate will be provided if the CLIENT utilises the SERVICE for fewer users or a smaller population than the applicable SUBSCRIPTION BAND.

5. SYSTEM REQUIREMENTS AND LOCAL RESPONSIBILITIES

- a) The CLIENT is responsible for ensuring it has and maintains the system requirements needed to access the SERVICE, including:
 - i. internet connectivity;
 - ii. access to SUPPORTED BROWSERS;
 - iii. SUPPORTED MOBILE DEVICES for mobile app access (where applicable);
 - iv. organisational firewall and network policies allowing outbound HTTPS/TLS traffic to the SERVICE; and
 - v. email access for notifications and onboarding.
- b) The CLIENT acknowledges that local IT policies, firewalls, device restrictions, identity systems and network configurations may affect access and may require local CLIENT support and/or coordination with the PROVIDER.
- c) Where DATA EXCHANGE SERVICES are used, data exchange with external systems is subject to agreed interoperability arrangements and THIRD PARTY availability.

6. GENERAL

- a) The CLIENT's use of the SERVICE is governed by these TERMS AND CONDITIONS and the G-Cloud 15 Call-Off Contract.
- b) The CLIENT is responsible for maintaining the contact details for ADMINISTRATIVE USERS and ensuring they are correct.
- c) ADMINISTRATIVE USERS are responsible for registering and managing AUTHORISED USERS within the SERVICE.
- d) The SERVICE may permit access to external parties authorised by the CLIENT, subject to role-based permissions and the CLIENT's responsibility for lawful access and user management.
- e) All DATA EXCHANGE SERVICES involving THIRD PARTY systems (including EPR/EHR, ESR, SSO, analytics, messaging gateways, telecoms providers and other systems) are provided on the basis that the CLIENT has established appropriate contractual and operational arrangements with such THIRD PARTIES. The CLIENT is responsible for THIRD PARTY charges, availability and data quality of THIRD PARTY services.
- f) PROVIDER personnel may access the CLIENT's environment solely for support, maintenance, monitoring, security and troubleshooting purposes, subject to confidentiality and access controls.
- g) Insurance: the PROVIDER shall maintain, with reputable insurers, insurance coverage appropriate to the provision of the SERVICE (normally including professional indemnity and public liability insurance) and shall provide evidence upon reasonable request.
- h) End Users and Patient Terms:
 - i. The CLIENT acknowledges that END USERS are not parties to the G-Cloud 15 Call-Off Contract or these TERMS AND CONDITIONS.
 - ii. END USERS' access to and use of patient-facing or public-facing components of the SERVICE is governed by the END-USER TERMS.

STANDARD TERMS AND CONDITIONS FOR simpso® SUITE (G-CLOUD 15)

- iii. The CLIENT shall use reasonable endeavours to ensure END USERS are directed to the END-USER TERMS (for example via in-app links, onboarding screens, portals or communications) and that END USERS are informed that separate terms apply to their use.
- iv. Where the CLIENT provides any content, messaging, campaigns or local resources to END USERS through the SERVICE, the CLIENT remains responsible for ensuring such content is accurate, appropriate, clinically approved where applicable, and lawful.
- v. If there is any conflict between the END-USER TERMS and:
 - i. the CLIENT's statutory duties; or
 - ii. the G-Cloud 15 Call-Off Contract and these TERMS AND CONDITIONS, the G-Cloud 15 Call-Off Contract and these TERMS AND CONDITIONS shall prevail to the extent of the conflict (and the END-USER TERMS shall be interpreted and applied accordingly).
- vi. Nothing in the END-USER TERMS shall be construed as creating a contractual relationship between the CLIENT and any END USER unless expressly stated by the CLIENT.

7. ACCEPTABLE USE, SUSPENSION AND SECURITY

- a) The CLIENT shall ensure AUTHORISED USERS:
 - i. keep credentials confidential;
 - ii. do not share accounts except as permitted;
 - iii. use the SERVICE in accordance with APPLICABLE LAW and CLIENT policies; and
 - iv. do not attempt to circumvent security.
- b) The CLIENT shall not (and shall ensure AUTHORISED USERS shall not):
 - i. introduce malware;

STANDARD TERMS AND CONDITIONS FOR simpso® SUITE (G-CLOUD 15)

- ii. probe or test vulnerabilities;
 - iii. access unauthorised data; or
 - iv. use the SERVICE in a manner that materially disrupts the SERVICE.
- c) The PROVIDER may suspend access to the SERVICE (in whole or in part) where reasonably necessary to comply with APPLICABLE LAW, address a SECURITY INCIDENT, or where the CLIENT is in material breach. The PROVIDER will use reasonable endeavours to provide prior notice where practicable and restore access as soon as reasonably practicable once the cause is resolved.
- d) Suspension under this clause shall not constitute DOWNTIME where caused by the CLIENT's breach or acts/omissions.

8. CUSTOMISATION, CONTENT AND LOCALISATION

- a) Role-based configuration and personalisation features are available within the SERVICE. Patients may personalise care plans by adding medicines, symptoms, goals and measurements, and set reminders and notification preferences where available.
- b) Language options may be provided as set out in the SERVICE DETAILS. Welsh content may be available for relevant regions and additional languages may be added based on service requirements.
- c) Educational content may include locally recorded videos featuring local clinicians or services where agreed in the SERVICE DETAILS or during onboarding.

9. ONBOARDING, IMPLEMENTATION AND TRAINING

- a) The PROVIDER provides a structured onboarding process to enable the CLIENT to start using the SERVICE quickly and confidently.
- b) New organisations may receive an initial setup session with a named implementation lead to configure organisational structures, local resources and rollout plans, as set out in the SERVICE DETAILS.

STANDARD TERMS AND CONDITIONS FOR simpssi® SUITE (G-CLOUD 15)

- c) Online training may be available for healthcare professionals, including live virtual sessions, recorded tutorials and written guidance. Step-by-step documentation and short instructional videos may be available within the platform.
- d) Patients can download the mobile application or access the web version independently, supported by in-app onboarding and optional guidance from healthcare professionals.
- e) Launch resources, communication templates and progress review meetings may be provided as part of the SUPPORT PACKAGE. Optional onsite training may be arranged where required.

10. MESSAGING SERVICES AND CAMPAIGNS

- a) Where MESSAGING SERVICES are enabled, the CLIENT is responsible for ensuring communications are clinically approved (where applicable), appropriate, and sent on a lawful basis under APPLICABLE LAW (including UK GDPR and PECR where applicable).
- b) MESSAGING SERVICES are provided with no guarantee of delivery or receipt due to reliance on telecommunications networks, email providers and other THIRD PARTIES. They must not be relied upon as the sole means of communication for time-critical or safety-critical matters.
- c) Where simpssi® campaigns are delivered, the CLIENT remains responsible for approving audience criteria and content and ensuring required consents/opt-outs and communication preferences are honoured, unless otherwise agreed in the SERVICE DETAILS.

11. SERVICE LEVELS, SUPPORT, INTERRUPTION AND BUSINESS CONTINUITY

- a) Availability commitment: the PROVIDER shall use commercially reasonable endeavours to make the SERVICE available with a Monthly Uptime Percentage (MUP) of 99.9% per calendar month, measured on a calendar month basis.

STANDARD TERMS AND CONDITIONS FOR **simp**si® SUITE (G-CLOUD 15)

- b) "Monthly Uptime Percentage" is calculated as:
$$\text{MUP} = \frac{[(\text{Total Minutes in Month}) - (\text{Downtime})]}{(\text{Total Minutes in Month})} \times 100$$
- c) MAINTENANCE WINDOWS: routine maintenance is typically performed outside peak usage periods and may occur during Wednesday 02:00–04:00 and Sunday 02:00–06:00 UK time, and/or such other windows as may be notified. The PROVIDER will use reasonable endeavours to minimise impact on users.
- d) PLANNED MAINTENANCE requiring service interruption will be scheduled outside CORE BUSINESS HOURS wherever possible and the PROVIDER will use reasonable endeavours to provide at least five (5) BUSINESS DAYS' notice via STATUS PAGE or email to ADMINISTRATIVE USERS, except where urgent security maintenance is required.
- e) SUPPORT PACKAGE (included):
 - i. Email and online ticketing support via the SERVICE DESK.
 - ii. Phone support available 09:00–17:00 UK time, Monday to Friday (excluding public holidays in England and Wales).
 - iii. Each organisation is assigned an ACCOUNT MANAGER as the primary contact for operational queries, reporting requests and onboarding.
 - iv. Access to an implementation lead during onboarding and early adoption, plus training materials and regular progress review meetings as set out in the SERVICE DETAILS.
 - v. System monitoring, maintenance and updates provided at no additional cost. Updates are deployed centrally with no local installation.
- f) Incident handling and response targets:
 - i. P1 (24/7): the PROVIDER will use reasonable endeavours to acknowledge and initiate diagnostic procedures within one (1) hour of detection or notification (24/7/365) and restore service as soon as reasonably practicable.

STANDARD TERMS AND CONDITIONS FOR **simp**si® SUITE (G-CLOUD 15)

- ii. P2: the PROVIDER will use reasonable endeavours to acknowledge within one (1) BUSINESS DAY and provide a plan/time estimate during CORE BUSINESS HOURS.
 - iii. P3: the PROVIDER will use reasonable endeavours to respond within three (3) BUSINESS DAYS (and often within 24 hours on weekdays).
- g) Communications: for P1 incidents, the PROVIDER will use reasonable endeavours to provide periodic updates via the STATUS PAGE or email to ADMINISTRATIVE USERS at intervals appropriate to the incident and may provide post-incident reporting where required.
- h) Service Credits: If the MUP in any calendar month falls below 99.9%, the CLIENT shall be entitled to a SERVICE CREDIT applied against a future invoice as follows:
 - i. Less than 99.9% but equal to or greater than 99.5% = 5% of the MONTHLY FEE.
 - ii. Less than 99.5% but equal to or greater than 99.0% = 10% of the MONTHLY FEE.
 - iii. Less than 99.0% = 20% of the MONTHLY FEE.
 - iv. Credit Cap: total SERVICE CREDITS in a single calendar month shall not exceed 100% of the MONTHLY FEE.
 - v. Claim Process: SERVICE CREDITS are not automatic. Claims must be submitted in writing within thirty (30) calendar days following the end of the month in which DOWNTIME occurred, with reasonable evidence.
 - vi. Sole Remedy: SERVICE CREDITS under this clause 11 are the PROVIDER's entire liability and the CLIENT's sole and exclusive financial remedy for failure to meet the availability commitment in clause 11(a).
- i) Resilience and scaling: the SERVICE is delivered on scalable cloud infrastructure with load balancing and monitoring. Capacity is monitored and resources provisioned as required to maintain service

STANDARD TERMS AND CONDITIONS FOR simpso® SUITE (G-CLOUD 15)

levels. Multi-tenant environments include logical separation of data and performance safeguards.

- j) Backups and restoration: the PROVIDER performs daily incremental backups and weekly full backups of CLIENT DATA. Backups are encrypted and stored in a geographically separate UK location with minimum 30-day retention. Data restoration is available via support; bespoke restoration requests may be subject to a reasonable fee as set out in the SERVICE DETAILS.
- k) Business continuity: the PROVIDER maintains a documented business continuity/disaster recovery approach and will test key elements at least annually.

12. DATA IMPORTING, EXPORTING, ANALYTICS AND REPORTING

- a) Data extracts: organisational administrators may request secure data extracts in agreed formats such as CSV or JSON, subject to appropriate information governance and security checks.
- b) Patient exports: where enabled, patients may export personalised summaries (including PDF summaries such as a 12-month care summary and management plan) for sharing with healthcare professionals.
- c) Where integrations exist, data can be transferred via agreed interoperability mechanisms.
- d) Dashboards and metrics: service usage metrics may be available through organisational and commissioner dashboards, including registrations over time, engagement and feature utilisation, and may be viewed by organisation, locality or service. Exportable reports, bespoke metrics and API-based reporting may be available where set out in the SERVICE DETAILS.

13. CONFIDENTIALITY, DATA PROTECTION AND INFORMATION GOVERNANCE

- a) Each party shall keep the other's CONFIDENTIAL INFORMATION confidential during and after the ENTIRE SERVICE TERM.

STANDARD TERMS AND CONDITIONS FOR simpssi® SUITE (G-CLOUD 15)

- b) CLIENT DATA remains the property of the CLIENT.
- c) Data roles: unless otherwise stated in the SERVICE DETAILS, the CLIENT acts as Data Controller and the PROVIDER acts as Data Processor for PERSONAL DATA processed via the SERVICE. Where simpssi® campaigns or research are included, the parties shall confirm controller/processor roles for those workstreams in the SERVICE DETAILS where necessary.
- d) Security in transit and at rest: the PROVIDER will protect data in transit using TLS 1.2 or above and will implement appropriate technical and organisational measures aligned to its information security management system.
- e) Hosting and location: the PROVIDER will host and process CLIENT DATA only within the United Kingdom unless otherwise agreed in writing with appropriate safeguards. Where the PROVIDER utilises AWS for patient and clinical data hosting, it will be configured for UK storage and processing. Where the PROVIDER utilises Kinsta's Google Cloud Platform environment for limited clinician account information, no patient data will be stored or processed in that environment, and it will be configured for UK processing.
- f) Assurance: the PROVIDER will maintain Cyber Essentials as a minimum, complete the DSPT as applicable, and maintain ISO/IEC 27001-certified information security management controls.
- g) Penetration testing: penetration testing will be performed at least annually and will follow an IT Health Check by a CREST-approved provider (or equivalent), as applicable.
- h) Operational security: the PROVIDER maintains formal configuration and change management, vulnerability management aligned with NCSC guidance, protective monitoring and incident management aligned with ISO 27001 and NHS requirements.
- i) Authentication and access: the SERVICE supports multi-factor authentication and identity federation/SSO where applicable.
- j) Logging: audit logs and system logs are retained for at least twelve (12) months and are available on request, subject to confidentiality and security constraints.

STANDARD TERMS AND CONDITIONS FOR simpssi® SUITE (G-CLOUD 15)

- k) SECURITY INCIDENTS and breaches: the PROVIDER shall notify the CLIENT without undue delay upon becoming aware of a PERSONAL DATA breach affecting CLIENT PERSONAL DATA and, where reasonably practicable, provide initial notification within seventy-two (72) hours, together with information reasonably required by the CLIENT to meet regulatory obligations.
- l) Sub-processors: the PROVIDER may use SUB-PROCESSORS. It shall ensure written agreements are in place imposing data protection obligations no less protective than these TERMS AND CONDITIONS and remains liable for their acts/omissions. The PROVIDER shall provide reasonable prior notice of any material change to SUB-PROCESSORS used for CLIENT PERSONAL DATA and shall consider in good faith any reasonable objection on data protection grounds.
- m) Assistance: taking into account the nature of processing, the PROVIDER shall provide reasonable assistance to the CLIENT in relation to DSARs, DPIAs, regulator queries and investigations to the extent the CLIENT cannot reasonably fulfil obligations without the PROVIDER's support.
- n) GENOMIC DATA: where simpssi® Genomics is enabled, GENOMIC DATA processing shall be subject to additional safeguards and governance set out in the SERVICE DETAILS, including documented lawful basis, access controls and any required ethical/clinical approvals.
- o) Anonymised and aggregated data: the PROVIDER may use anonymised and aggregated data derived from use of the SERVICE for service improvement, analytics and benchmarking, provided it does not identify the CLIENT or any individual. Any external marketing or publication of CLIENT-specific case studies or identifiable outcomes requires the CLIENT's prior written consent.

14. FOIA AND TRANSPARENCY

- a) The CLIENT may be subject to FOIA and/or EIR and may be required to disclose information relating to these TERMS AND CONDITIONS and/or the SERVICE.
- b) The PROVIDER shall provide reasonable assistance (at the CLIENT's cost where such assistance is material and beyond normal

STANDARD TERMS AND CONDITIONS FOR simpso® SUITE (G-CLOUD 15)

administration) to enable the CLIENT to respond to FOIA/EIR requests within statutory timescales.

- c) Where the PROVIDER receives a FOIA/EIR request relating to the CLIENT or the SERVICE, it shall promptly notify the CLIENT (unless legally prohibited) and shall not respond except on the CLIENT's written instructions.
- d) Final decisions on disclosure rest with the CLIENT (where the CLIENT is the public authority), subject to statutory exemptions.

15. AUDIT AND COMPLIANCE COOPERATION

- a) The PROVIDER shall keep accurate records relating to provision of the SERVICE and CHARGES sufficient to evidence amounts invoiced.
- b) Upon reasonable notice, the CLIENT (or its auditors) may audit the PROVIDER's compliance with these TERMS AND CONDITIONS solely to the extent reasonably necessary to:
 - i. verify CHARGES invoiced; and/or
 - ii. assess information security and data protection compliance relevant to the SERVICE.
- c) Audits shall occur during CORE BUSINESS HOURS, be limited to once per 12-month period unless required due to a material incident or regulatory request and be subject to confidentiality and security constraints.

16. Payment and VAT

- a) CHARGES are payable in advance for each INVOICE TERM and are due within 30 days of the date of invoice unless otherwise specified in the Call-Off Contract.
- b) If the CLIENT fails to pay any undisputed amount by the due date, the PROVIDER may: (i) charge interest at 8% per annum above the BANK OF ENGLAND BASE RATE, compounding monthly; (ii) charge a fixed sum of £70 as compensation for recovery costs; and (iii) after reasonable notice, suspend access until all overdue sums are paid.

STANDARD TERMS AND CONDITIONS FOR simpso® SUITE (G-CLOUD 15)

- c) VAT: unless stated otherwise in the SERVICE DETAILS, CHARGES are exclusive of VAT, which shall be added at the applicable rate where chargeable.

17. TERMINATION FOR BREACH

- a) Either party may terminate by written notice if the other commits a material breach and fails to remedy within 60 days of notice requiring it to do so.
- b) Termination is without prejudice to rights accrued at termination.

18. EXIT AND OFFBOARDING

- a) At the end of the contract or upon termination, the CLIENT may request extraction of CLIENT DATA in a structured, machine-readable format (such as CSV or JSON), subject to appropriate information governance and security checks.
- b) Standard end-of-contract activities are included in the SUPPORT PACKAGE and/or annual CHARGES, including:
 - i. data extraction in an agreed structured format;
 - ii. continuation of access during the notice period (where applicable); and
 - iii. coordinated service closure.
- c) Individual users may continue to access their own information during the notice period where applicable and subject to account status, allowing them to view or download information available to them in the SERVICE.
- d) Once extraction is complete and confirmed by the CLIENT, data will be securely deleted in line with contractual, legal and regulatory requirements unless retention is required for lawful purposes.
- e) Optional services such as bespoke data transformation, migration into THIRD PARTY systems, or extended access beyond contract end may be agreed separately as EXTENDED SUPPORT or professional services and may be chargeable as set out in the SERVICE DETAILS.

19. INTELLECTUAL PROPERTY RIGHTS

- a) All intellectual property rights in the SERVICE, underlying software, documentation, methodologies, frameworks, data models, data, content (including video and written text) and know-how remain vested in the PROVIDER or its licensors.
- b) The CLIENT is granted a non-exclusive, non-transferable right to use outputs generated by the SERVICE for internal business purposes during the ENTIRE SERVICE TERM, subject to payment of CHARGES.
- c) Where the SERVICE includes clinical reference materials, learning content or implementation frameworks, the PROVIDER grants the CLIENT a limited licence to use such materials for internal clinical/service improvement purposes, and the CLIENT shall not reproduce, publish or distribute them externally except as permitted in the SERVICE DETAILS or with prior written consent.

20. FORCE MAJEURE

- a) Neither party shall be liable for failure or delay to the extent caused by events beyond its reasonable control, including acts of God, war, terrorism, industrial disputes, failures of third party networks/utilities, or changes in law.

21. INDEMNITY (IP INFRINGEMENT)

- a) Subject to the CLIENT's compliant use, the PROVIDER will indemnify the CLIENT against any final court judgment in the UK that the CLIENT's authorised use infringes a UK patent, copyright or registered design, provided the CLIENT:
 - i. promptly notifies the PROVIDER;
 - ii. makes no admission and grants sole conduct of defence/settlement; and
 - iii. provides reasonable cooperation at the PROVIDER's expense.
- b. The PROVIDER may modify the SERVICE, procure a licence, or

STANDARD TERMS AND CONDITIONS FOR simpso® SUITE (G-CLOUD 15)

terminate the affected portion with an appropriate refund for prepaid unused fees.

22. LIMITATION OF LIABILITY

- a) The PROVIDER warrants it has the right to provide the SERVICE and will perform with reasonable skill and care. Except as expressly stated, the SERVICE is provided "as is" and the PROVIDER does not warrant it will be error-free, uninterrupted or fit for every particular purpose.
- b) Subject to non-excludable rights, the PROVIDER's total aggregate liability arising out of or in connection with the SERVICE and these TERMS AND CONDITIONS shall not exceed the total CHARGES paid or payable by the CLIENT under the Call-Off Contract in the 12 months immediately preceding the event giving rise to the claim.
- c) Neither party shall be liable for loss of profit, revenue, anticipated savings, reputation, or indirect or consequential loss.
- d) Nothing limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by law.

23. NOTICES

- a) Notices must be given in accordance with the notice provisions of the Call-Off Contract.

24. DISPUTES

- a) Disputes shall be managed in accordance with the dispute resolution procedures set out in the Call-Off Contract.

25. ENTIRE AGREEMENT

- a) These TERMS AND CONDITIONS, together with the Call-Off Contract and SERVICE DETAILS, constitute the entire agreement and supersede prior discussions.
- b) Each party acknowledges it has not relied on any statement not set out in the agreement.

26. VARIATION

- a) No variation shall be effective unless in writing and signed by authorised representatives of both parties.

27. ASSIGNMENT AND SUBCONTRACTING

- a) Neither party may assign or transfer rights/obligations without the other's prior written consent (not to be unreasonably withheld or delayed).
- b) Subcontracting is permitted; the PROVIDER remains responsible for subcontractors' performance.

28. SEVERABILITY

- a) If any provision is invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary or deleted without affecting the remainder.

29. GOVERNING LAW AND JURISDICTION

- a) These TERMS AND CONDITIONS are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction.

30. HEADINGS

- a) Headings are for convenience only and do not affect interpretation.