

amie

Terms and Conditions

Pal Digital Serious Illness Care Platform

G-Cloud 15



1. Introduction and interpretation

1.1 These terms and conditions (“**Terms**”) apply to the provision of **Pal Digital Serious Illness Care (“the Service”)** by **Amie Technologies B.V. (“Supplier”, “we”, “us”)** to the buying organisation (“**Customer**”) under the G-Cloud framework.

1.2 These Terms form part of the contract between the Supplier and the Customer and apply to all orders placed for the Service via the G-Cloud Digital Marketplace. In the event of any conflict between these Terms and the G-Cloud framework agreement, the G-Cloud framework agreement shall take precedence.

1.3 The Service is a cloud-hosted Software-as-a-Service (SaaS) offering, as described in the Service Definition document published on the Digital Marketplace.

1.4 Capitalised terms used in these Terms have the meanings set out in this section or as otherwise defined in the G-Cloud framework agreement.

2. Order process and contract formation

2.1 The Customer may place an order for the Service through the G-Cloud Digital Marketplace in accordance with the G-Cloud framework agreement.

2.2 A binding contract for the Service is formed when the Customer issues a valid call-off order and the Supplier accepts the order in writing.

2.3 The Service will be provided in accordance with:

- these Terms;
- the call-off contract (including any schedules or order forms);
- the Service Definition published on the Digital Marketplace;
- the Pricing document published on the Digital Marketplace; and
- the G-Cloud framework agreement.

2.4 Where there is any conflict between these documents, the order of precedence shall be:

1. the call-off contract (including any schedules or order forms);
2. the G-Cloud framework agreement;
3. these Terms;
4. the Service Definition; and
5. the Pricing document.

2.5 Any variations to the Service scope, configuration, or delivery arrangements must be agreed in writing between the parties.

3. Service provision and scope

3.1 The Supplier shall provide the Service to the Customer in accordance with these Terms and the Service Definition published on the Digital Marketplace.

3.2 The Service is provided as a standard, multi-tenant SaaS offering. The functionality, features, and limitations of the Service are as described in the Service Definition. The Supplier is not obliged to provide any functionality, services, or deliverables that are not expressly described in the Service Definition or agreed in writing.

3.3 The Service is not intended to replace clinical judgement, existing clinical systems, or emergency services. The Supplier does not provide medical advice, diagnosis, or clinical decision-making through the Service.

3.4 The Supplier may make changes to the Service from time to time to maintain security, performance, or compliance, or to improve usability, provided that such changes do not materially reduce the core functionality of the Service as described in the Service Definition.

3.5 The Service is provided for use by the Customer and its authorised users only. Use of the Service by patients and family carers is subject to acceptance of the Supplier's applicable end-user terms and privacy notices.

4. Charges and payment

4.1 Charges for the Service are set out in the Pricing document published on the Digital Marketplace and are payable in accordance with the applicable call-off contract.

4.2 All charges are exclusive of value added tax (VAT), which shall be payable at the applicable rate where required by law.

4.3 The Supplier shall invoice the Customer in accordance with the payment terms agreed under the G-Cloud framework and the call-off contract.

4.4 Except as expressly stated in these Terms or the Pricing document, all charges are non-refundable.

4.5 The Customer is responsible for all charges incurred in connection with its use of the Service, including use by its authorised users within the agreed service scope.

5. Service availability and support

5.1 The Supplier shall use reasonable care and skill to make the Service available to the Customer in accordance with the service levels, availability targets, and support arrangements described in the Service Definition.

5.2 The Service is provided as a cloud-hosted SaaS offering and is subject to planned maintenance, updates, and emergency maintenance as described in the Service Definition.

5.3 Support for the Service is provided in accordance with the support arrangements set out in the Service Definition. The Supplier does not provide clinical advice, medical decision-making, or emergency support.

5.4 The Supplier does not guarantee uninterrupted or error-free operation of the Service and shall not be responsible for service interruptions outside its reasonable control, including issues arising from third-party infrastructure, networks, or user devices.

6. Customer responsibilities

6.1 The Customer is responsible for ensuring that the Service is used in accordance with these Terms, the Service Definition, and all applicable laws and regulations.

6.2 The Customer is responsible for determining the suitability of the Service for its intended use and for ensuring that the Service is used appropriately within its clinical, operational, and governance arrangements.

6.3 The Customer is responsible for ensuring that only authorised users are granted access to the Service and that user access is managed appropriately, including the prompt removal of access where no longer required.

6.4 The Customer is responsible for ensuring that patients and family carers using the Service are informed of, and accept, the applicable end-user terms and privacy notices provided by the Supplier.

6.5 The Customer is responsible for maintaining appropriate policies, procedures, and safeguards in relation to its use of the Service, including clinical oversight, information governance, and user training, where applicable.

6.6 The Customer shall not use, or permit the use of, the Service in a manner that is unlawful, unsafe, or inconsistent with the intended purpose of the Service as described in the Service Definition.

6.7 The Service includes mechanisms to enable patients and family carers to provide consent for the collection, use, and sharing of their information through the Service. The Customer acknowledges that access to patient-reported information through the Service is subject to such consent being provided by the relevant end user. The Customer shall use any personal data accessed through the Service only in accordance with applicable data protection law and its own information governance obligations.

7. Data protection and information security

7.1 Each party shall comply with its respective obligations under applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

7.2 The Supplier shall process personal data in connection with the Service in accordance with its role under applicable data protection law and in line with the Service Definition and applicable privacy notices.

7.3 The Customer remains responsible for determining the lawful basis on which it accesses and uses personal data made available through the Service and for ensuring that such use complies with its information governance obligations.

7.4 The Supplier shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage.

7.5 Further detail regarding data protection and information security controls is set out in the Service Definition. Nothing in these Terms limits or excludes either party's obligations under applicable data protection law.

8. Intellectual property rights

8.1 All intellectual property rights in the Service, including the software, platform, design, documentation, and any materials provided by the Supplier as part of the Service, shall remain the property of the Supplier or its licensors.

8.2 The Customer is granted a non-exclusive, non-transferable, time-limited right to use the Service for its internal purposes during the term of the contract, in accordance with these Terms and the Service Definition.

8.3 Where the Customer provides content, materials, or information to the Supplier for inclusion

within the Service (for example, organisation-specific resources, guidance, or local contact information), the Customer retains ownership of that content to the extent that it owns such intellectual property rights. The Customer grants the Supplier a licence to use, reproduce, and display that content solely for the purpose of providing the Service.

8.4 Content that is publicly available, generic, or not owned by the Customer (including publicly available local information or materials provided by third parties) shall not be treated as Customer-owned intellectual property unless expressly agreed in writing.

8.5 Nothing in these Terms transfers ownership of intellectual property rights between the parties, except as expressly stated.

9. Confidentiality

9.1 Each party shall keep confidential any information disclosed by the other party that is marked as confidential or that ought reasonably to be regarded as confidential ("Confidential Information").

9.2 Confidential Information shall not include information that:

- is or becomes publicly available other than through a breach of these Terms;
- was lawfully in the receiving party's possession before disclosure;
- is lawfully disclosed to the receiving party by a third party without restriction; or
- is independently developed without reference to the Confidential Information.

9.3 Each party may use the other party's Confidential Information only for the purposes of performing its obligations under these Terms and shall disclose it only to those of its employees, contractors, or advisers who need to know it for that purpose and who are bound by confidentiality obligations.

9.4 Confidential Information may be disclosed where required by law, regulation, or a competent authority, provided that the disclosing party is notified where legally permitted.

9.5 The obligations in this section shall survive termination or expiry of the contract.

10. Limitation of liability

10.1 Nothing in these Terms shall limit or exclude either party's liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation; or

- any other liability that cannot be excluded or limited by law.

10.2 Subject to clause 10.1, the Supplier shall not be liable for:

- any loss or damage arising from the Customer's use of the Service in a manner inconsistent with these Terms or the Service Definition;
- any reliance placed on information generated through the Service in place of clinical judgement; or
- any indirect or consequential loss, including loss of profits, loss of business, loss of goodwill, or loss of anticipated savings.

10.3 Subject to clause 10.1, the Supplier's total aggregate liability to the Customer arising out of or in connection with the provision of the Service, whether in contract, tort (including negligence), or otherwise, shall be limited to an amount equal to the charges paid or payable by the Customer under the relevant call-off contract in the twelve (12) months preceding the event giving rise to the claim.

10.4 The Customer acknowledges that the Service is intended to support information sharing and coordination and does not provide clinical advice, diagnosis, or emergency support. Responsibility for clinical decision-making remains with the Customer and its healthcare professionals.

10.5 The Supplier shall have no liability for the accuracy, completeness, legality, or clinical appropriateness of any content, materials, or information provided by the Customer for inclusion in the Service. The Customer remains solely responsible for ensuring that any such content is accurate, up to date, appropriate for its intended audience, and compliant with applicable laws, clinical governance, and information governance requirements.

11. Termination and exit

11.1 Either party may terminate the contract in accordance with the termination provisions of the applicable call-off contract.

11.2 Where not otherwise specified in the call-off contract, either party may terminate the contract for convenience by giving ninety (90) days' written notice to the other party.

11.3 Either party may terminate the contract with immediate effect by written notice if the other party commits a material breach that is not remedied within a reasonable period after notice.

11.4 If the Supplier terminates the contract for convenience or due to its own material breach, the Customer shall be entitled to a pro-rata refund of any prepaid charges relating to the unused

portion of the contract term.

11.5 If the Customer terminates the contract for convenience or due to its own breach, no refund of prepaid charges shall be due.

11.6 On termination or expiry of the contract, the Customer's right to access and use the Service shall cease, subject to any agreed offboarding or exit assistance.

11.7 Exit management, including data export and offboarding activities, shall be provided in accordance with the Service Definition and any agreed call-off terms. Any exit services not expressly included may be subject to additional agreement.

11.8 Termination or expiry shall not affect any rights or obligations accrued prior to termination, nor any provisions which by their nature are intended to survive termination.

12. Suspension

12.1 The Supplier may suspend access to the Service, in whole or in part, where reasonably necessary to:

- protect the security or integrity of the Service;
- prevent or respond to a suspected security incident or data breach;
- carry out emergency maintenance or remediation; or
- comply with applicable law or the instructions of a competent authority.

12.2 The Supplier may also suspend access to the Service where the Customer is in material breach of these Terms, including non-payment of charges, and such breach has not been remedied within a reasonable period following notice.

12.3 Where practicable, the Supplier shall provide the Customer with notice of any suspension and shall restore access as soon as the reason for suspension has been resolved.

12.4 Suspension of the Service shall not relieve the Customer of its obligation to pay any charges due under the contract.

13. Force majeure

13.1 Neither party shall be liable for any failure or delay in the performance of its obligations under these Terms to the extent that such failure or delay is caused by an event beyond its reasonable control ("Force Majeure Event").

13.2 A Force Majeure Event may include, without limitation, acts of God, natural disasters, war, terrorism, civil unrest, epidemics or pandemics, failure of utilities or telecommunications networks, or the failure of third-party infrastructure providers beyond the affected party's reasonable control.

13.3 The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and shall use reasonable efforts to mitigate its effects and resume performance as soon as possible.

13.4 If a Force Majeure Event continues for a prolonged period, either party may terminate the contract by written notice in accordance with the applicable call-off contract.

14. Assignment and subcontracting

14.1 The Customer may not assign, transfer, or novate this contract, in whole or in part, without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

14.2 The Supplier may assign or transfer this contract to an affiliate or as part of a corporate reorganisation, merger, or sale of assets, provided that such assignment does not materially reduce the level of service provided to the Customer.

14.3 The Supplier may use subcontractors or third-party service providers in the provision of the Service, provided that the Supplier remains responsible for the performance of the Service in accordance with these Terms.

14.4 Nothing in this clause relieves the Supplier of its obligations under these Terms or limits the Supplier's responsibility for compliance with applicable laws, including data protection obligations.

15. Assignment and subcontracting

15.1 These Terms and any dispute or claim arising out of or in connection with them, including their subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

15.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

16. Entire agreement and precedence

16.1 These Terms, together with the Service Definition, the Pricing document, and the applicable call-off contract, constitute the entire agreement between the parties in relation to the provision of the Service and supersede any prior discussions or agreements relating to the same subject matter.

16.2 Each party acknowledges that it has not relied on any statement, representation, or warranty not expressly set out in these Terms or the documents referred to in clause 16.1.

16.3 In the event of any conflict between the documents forming the contract, the order of precedence shall be:

1. the call-off contract (including any schedules or order forms);
2. the G-Cloud framework agreement;
3. these Terms;
4. the Service Definition; and
5. the Pricing document.

16.4 No variation to these Terms shall be effective unless agreed in writing by both parties.

17. Contact details

For questions relating to this document or the Pal Digital Serious Illness Care service as listed on the G-Cloud Digital Marketplace, please contact:

Amie Technologies B.V.
Email: hello@palhelps.com

All purchases must be made in accordance with the G-Cloud Digital Marketplace ordering process.