

Planner Software as a Service - Terms and Conditions

Supplier: Suvera Limited

Company Registration Number: 12237910

Registered Office: 1st Floor Aylesbury Works, 19 Aylesbury Street, London, EC1R 0DB

NHS ODS Code: R7U1N

ICO Registration Number: ZA567382

1. Definitions and Interpretation

"Agreement" means these terms and conditions together with any Order Form.

"Authorised Users" means the employees or contractors of the Customer who are authorised to use the Planner Platform.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Commencement Date" means the date specified in the Order Form or, if no date is specified, the date access to the Planner Platform is first provided.

"Customer" means the organisation purchasing the Services under this Agreement.

"Customer Data" means all data provided to Suvera or uploaded to the Planner Platform by the Customer or Authorised Users, including patient data. Customer Data does not include product feedback.

"Data Protection Legislation" means the UK Data Protection Act 2018, the UK GDPR, and all applicable data protection and privacy legislation.

"Documentation" means the user guides, training materials and technical information about the Planner Platform available at <https://support.suvera.com/en>.

"EHR" means Electronic Health Record, specifically EMIS Web or TPP SystemOne.

"Fees" means the fees payable by the Customer as set out in the Order Form or as otherwise agreed in writing.

"Initial Term" means 12 months from the Commencement Date.

"Order Form" means the order or agreement through which the Customer purchases the Services, which may be via the Digital Marketplace or directly with Suvera.

"Planner Platform" or "Platform" means the AI-powered SaaS application for GP surgeries to manage population health, available at <https://planner.suvera.com>.

"Services" means access to the Planner Platform and Support Services.

"Support Services" means the technical support provided by Suvera via email, phone or online ticketing as described in section 4.

2. The Services

2.1 What Suvera provides

Subject to the terms of this Agreement, Suvera will:

- (a) Provide the Customer with access to the Planner Platform for Authorised Users;
- (b) Provide Support Services during Business Hours (9am to 5pm, Monday to Friday);
- (c) Ensure the Planner Platform integrates with the Customer's EHR system (EMIS Web or TPP SystmOne);
- (d) Process Customer Data as a data processor in accordance with Data Protection Legislation.

2.2 What the Planner Platform does

The Planner Platform is an AI tool that helps GP surgeries manage their population's health by:

- Displaying patients who have diagnoses or high-risk medications
- Using AI to suggest what these patients need (blood tests, reviews, medications)
- Allowing GP surgeries to confirm suggestions and automatically recall patients
- Auto-generating blood test forms
- Providing smart booking links to book appointments with the right clinician
- Collecting patient submissions (e.g. blood pressure, questionnaires) in one form
- Syncing daily with the Customer's EHR
- Providing analytics and forecasting on medical target completion

2.3 Service levels

Suvera aims to restore service within one hour during Business Hours for any Platform outages not caused by third parties. Scheduled maintenance will be notified in advance where reasonably possible.

3. Customer's Right to Use the Platform

3.1 Licence grant

Suvera grants the Customer a non-exclusive, non-transferable right to allow Authorised Users to access and use the Planner Platform and Documentation within the UK during the term of this Agreement, solely for the Customer's internal use in managing patient care.

3.2 Usage restrictions

The Customer must ensure that:

- (a) Only Authorised Users access the Platform;
- (b) All Authorised Users comply with this Agreement;
- (c) Passwords and access credentials are kept confidential;
- (d) Suvera is notified immediately of any unauthorised use;
- (e) The Platform is not used for unlawful purposes or in any way that violates this Agreement.

3.3 What the Customer cannot do

The Customer must not:

- (a) Copy, modify or create derivative works of the Platform;
- (b) Reverse engineer, decompile or disassemble the Platform;
- (c) Rent, lease, lend, sell, sublicense or transfer access to the Platform;
- (d) Remove any copyright or proprietary notices from the Platform.

4. Support Services

4.1 Support channels

Suvera provides support through:

- Email or online ticketing (response within 2 working days)
- Phone support (9am to 5pm, Monday to Friday, UK time)

Contact details are available at <https://www.suvera.com>

4.2 Platform updates

Suvera may provide updates, new versions or enhancements to the Platform at no additional cost. These updates may:

- Fix bugs or improve security
- Enhance features and functionality
- Support new devices or operating systems

Updates will not adversely affect existing functionality. The Customer may need to make necessary changes to their systems to integrate updates.

4.3 Onboarding and training

Suvera offers:

- Online onboarding through video calls and email
- Onsite training on request at GP surgeries
- Full user documentation at <https://support.suvera.com/en>

5. Customer Responsibilities

5.1 General obligations

The Customer must:

- (a) Cooperate with Suvera in relation to the Services;
- (b) Provide timely access to their premises, data and facilities as reasonably required;
- (c) Ensure all information provided to Suvera is accurate and complete;
- (d) Use EMIS Web or TPP SystemOne as their EHR system;
- (e) Enable Suvera's IM1 integration with their EHR;

(f) Appoint a Customer Representative who has authority to bind the Customer on matters relating to the Services;

(g) Be registered with the Information Commissioner's Office;

(h) Obtain any necessary patient consents required by law.

5.2 System requirements

The Customer must ensure their systems meet the minimum requirements for the Platform, including:

- Compatible web browsers (Microsoft Edge, Firefox, Chrome, Safari)
- Working EHR integration (EMIS or SystmOne)
- Stable internet connection

6. Fees and Payment

6.1 Pricing structure

Free Tier:

- Up to 2,000 patient recalls per year
- Access to all Platform features
- Standard support

Premium Tier:

- 750 patient condition recalls via Suvera's Virtual Clinic unlocks unlimited Planner recalls
- All features and benefits of the Free Tier
- Priority support

6.2 Payment terms

(a) Suvera will invoice the Customer monthly in arrears unless otherwise agreed;

(b) Payment is due within 30 days of invoice date;

(c) Payment should be made to the bank account nominated by Suvera;

(d) Fees are exclusive of VAT, which will be added where applicable;

(e) Overdue invoices will incur interest at 4% per year above the Bank of England base rate.

6.3 Fee increases

Suvera may increase Fees after the Initial Term by giving the Customer at least 6 weeks' written notice. Fee increases will not occur more than once every 12 months.

Fees may also be adjusted in line with NHS guidelines based on maximum reimbursable amounts outlined in the Network Contract DES specification.

7. Data Protection and Privacy

7.1 Roles and responsibilities

The Customer is the data controller and Suvera is the data processor. This means:

- The Customer controls what patient data is processed and why
- Suvera processes data only on the Customer's instructions
- The Customer is responsible for obtaining patient consents
- Suvera is responsible for keeping the data secure

7.2 What data Suvera processes

Suvera processes the following types of personal data:

Patient data:

- Name, date of birth, gender, NHS number
- Contact details (address, phone, email)
- Clinical data (diagnoses, medications, test results)
- Consultation records

Staff data:

- Name, email address, place of work

7.3 How Suvera processes data

Suvera will:

- (a) Process data only as instructed by the Customer and as necessary to provide the Services;
- (b) Implement appropriate technical and organisational security measures;
- (c) Only use approved sub-processors (see section 7.6);

- (d) Notify the Customer of any data breaches within 24 hours;
- (e) Assist the Customer with data subject rights requests;
- (f) Not transfer data outside the UK or EEA without appropriate safeguards.

7.4 Data security

Suvera maintains security through:

- Encryption of data in transit (TLS 1.2 or above)
- Physical access controls complying with industry standards
- Regular penetration testing (at least annually)
- Staff training on data protection
- Monitoring and incident response procedures

7.5 Data retention and deletion

- (a) Data syncs daily with the Customer's EHR, so all Platform usage is automatically recorded in the Customer's systems;
- (b) Upon termination, the Customer retains full ownership of their data;
- (c) Suvera will delete Customer Data in accordance with GDPR timelines (typically within 30 days of termination);
- (d) The Customer can export their data at any time in CSV format.

7.6 Sub-processors

Suvera uses the following sub-processors to deliver the Services:

- Amazon Web Services (AWS) - Cloud hosting (UK, eu-west-2)
- MongoDB - Database storage (UK)
- Twilio - SMS delivery; appointment/logistical notifications only, no clinical data (US, Standard Contractual Clauses)
- Auth0 - Secure authentication (EU)
- Hero Health - Appointment booking (UK)
- EMIS/TPP - EHR integration (UK)

A full list of sub-processors is available on request. Suvera will notify the Customer of any changes to sub-processors with at least 30 days' notice.

8. Intellectual Property Rights

8.1 Suvera's ownership

Suvera (or its licensors) owns all intellectual property rights in:

- The Planner Platform
- The Documentation
- Any updates or enhancements to the Platform
- Reports and analytics generated by the Platform

8.2 Licence to use Customer Data

The Customer grants Suvera a licence to use Customer Data solely for the purpose of providing the Services.

8.3 Feedback

Any feedback, suggestions or ideas provided by the Customer about the Platform become Suvera's property and may be used to improve the Services.

9. Warranties

9.1 Suvera's warranty

Suvera warrants that the Planner Platform will operate materially in accordance with the Documentation when used properly under normal circumstances.

9.2 Remedy for breach

If the Platform does not meet the warranty in section 9.1, Suvera will (at its option):

- Repair or replace the affected functionality within a reasonable time; or
- Refund Fees paid for the affected functionality (if the issue lasted at least 3 consecutive days).

This is the Customer's sole remedy for breach of warranty.

9.3 Warranty exclusions

The warranty does not apply if issues arise from:

- Incorrect use of the Platform by the Customer
- Use with incompatible software, services or equipment
- Unauthorised modifications to the Platform
- Acts by third parties (including hacking or viruses)
- Breach of this Agreement by the Customer

9.4 No other warranties

Except as expressly stated, the Platform is provided "as is". Suvera does not guarantee:

- That the Platform will meet the Customer's specific needs
- That the Platform will be error-free
- That the Platform will be compatible with systems not listed in the Documentation
- Any particular outcomes or results

10. Limitation of Liability

10.1 Excluded losses

Neither party is liable for:

- Loss of profit, revenue, business or commercial opportunity
- Loss or corruption of data
- Special, indirect or consequential losses

10.2 Suvera's liability cap

Suvera's total liability in any 12-month period is limited to the Fees paid by the Customer during that period.

10.3 Additional exclusions for Suvera

Suvera is not liable for:

- Issues caused by the Customer's systems or internet connection
- Viruses or harmful code (though Suvera uses reasonable precautions)
- System failures outside Suvera's control
- Delays caused by patients not having mobile phone numbers on record

11. Term and Termination

11.1 Contract period

This Agreement starts on the Commencement Date and continues for the Initial Term (12 months). It then automatically renews for successive 12-month periods unless either party gives at least 3 months' written notice before the end of the current term.

11.2 Termination for breach

Either party may terminate immediately by written notice if:

- (a) The other party commits a material breach and fails to remedy it within 30 days of being notified;
- (b) The other party becomes insolvent or enters administration;
- (c) A Force Majeure event prevents performance for more than 4 weeks.

11.3 What happens on termination

When this Agreement ends:

- (a) The Customer must pay all outstanding invoices immediately;
- (b) Access to the Planner Platform stops immediately;
- (c) All data remains in the Customer's EHR (as it syncs daily);
- (d) Suvera will delete Customer Data in accordance with GDPR;
- (e) There are no charges for data extraction or termination;
- (f) Free tier users retain access to the free version (up to 2,000 recalls per year).

11.4 No refunds

The Customer is not entitled to refunds for unused time if they terminate (except when terminating due to Suvera's breach).

12. Confidentiality

12.1 Confidential information

Each party agrees to keep confidential all information about the other party's business, including:

- Technical information
- Commercial information
- Customer lists and pricing
- Any information marked as confidential

12.2 Permitted disclosures

Confidential information may be disclosed:

- To employees, contractors or advisers who need to know
- As required by law or court order
- To provide or receive the Services

12.3 Survival

Confidentiality obligations continue for 5 years after this Agreement ends.

13. General Terms

13.1 Force Majeure

Neither party is liable for delays or failures caused by events beyond their reasonable control (such as natural disasters, war, or strikes), provided they notify the other party within 7 days and use reasonable efforts to mitigate the impact.

13.2 Assignment

The Customer cannot transfer this Agreement without Suvera's written consent. Suvera may assign this Agreement to an affiliated company or successor.

13.3 Changes to these terms

Changes to this Agreement must be made in writing and signed by both parties.

13.4 Severability

If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains in effect.

13.5 Entire agreement

This Agreement (including any Order Form) contains the entire agreement between the parties and supersedes all previous agreements and understandings.

13.6 Third party rights

Only the parties to this Agreement have rights under it. No third party has any right to enforce any term.

13.7 Notices

Notices must be in writing and sent to:

For Suvera:
Dr William Gao
Suvera Limited
1st Floor Aylesbury Works
19 Aylesbury Street
London EC1R 0DB
Email: partnerships@suvera.co.uk

For the Customer:
As specified in the Order Form

Notices are deemed received:

- If delivered by hand: on delivery
- If sent by post: 2 Business Days after posting
- If sent by email: at the time of transmission (during Business Hours)

13.8 Governing law

This Agreement is governed by English law. The courts of England and Wales have exclusive jurisdiction for any disputes.

14. Definitions of Additional Terms

"Force Majeure Event" means any event beyond a party's reasonable control, including natural disasters, war, terrorism, strikes, government actions, or failure of telecommunications networks.

"Insolvency Event" means bankruptcy, administration, liquidation, or any similar event where a party cannot pay its debts.

"Intellectual Property Rights" means patents, copyrights, trademarks, database rights, design rights, trade secrets, and all other intellectual property rights, whether registered or unregistered.

Acceptance

By signing an Order Form, accessing the Planner Platform, or using the Services, the Customer agrees to be bound by these Terms and Conditions.