

Terms and conditions — AI Ambient Scribe

Supplier: HealthOrbit AI Ltd

Version: 1.0

Date: 29 January 2026

1. Purpose and precedence

These terms describe how the service is provided and used. They are intended to be read alongside the applicable G-Cloud framework agreement and any call-off contract agreed with the customer.

If there is any conflict between these terms and the G-Cloud framework agreement and/or call-off contract, the G-Cloud framework agreement and/or call-off contract will take precedence.

2. The service

The service covered by these terms is “AI Ambient Scribe”, provided as a cloud-hosted software service.

Service features, configuration, onboarding, support arrangements, and any agreed service levels are set out in the service definition and the call-off contract.

3. Using the service

- The customer is responsible for ensuring use of the service complies with applicable laws, policies and professional obligations.
- The customer must ensure only authorised users access the service and must maintain appropriate access controls for its users.
- The customer must not attempt to circumvent security controls, introduce malicious code, or use the service to process unlawful content.

4. Customer responsibilities

- Provide accurate information required for onboarding and configuration.

- Maintain appropriate end-user devices, browsers and connectivity.
- Ensure appropriate governance for clinical workflows (including review and approval of outputs where required).
- Ensure appropriate notices and consents are in place where the customer's policy requires them.

5. Support and maintenance

Support hours, response targets, escalation routes and any out-of-hours arrangements are agreed in the call-off contract.

Planned maintenance will be communicated in advance where reasonably practicable. Emergency maintenance may be required to address security, stability or operational issues.

6. Data protection and confidentiality

- Each party will comply with applicable data protection laws. Data processing roles (controller/processor) and required contractual terms are set out in the call-off contract and associated data protection documentation.
- Each party will keep confidential information confidential and use it only to perform its obligations, subject to any disclosure requirements in the call-off contract or applicable law.

7. Security

- HealthOrbit applies technical and organisational measures designed to protect confidentiality, integrity and availability of customer data.
- Security controls, audit evidence and assurance documentation can be provided on request where agreed (for example policies, incident management processes and security attestations).

8. Subcontractors and third-party services

HealthOrbit may use subcontractors and third-party services to deliver the service (for example hosting and communications providers). Where applicable, these will be managed under contractual controls and information security measures.

Any customer-specific restrictions or approvals relating to subcontractors are agreed in the call-off contract.

9. Intellectual property

- HealthOrbit retains all intellectual property rights in the service and related materials, except for customer content and data.
- The customer retains rights in its own data and content. The customer grants HealthOrbit the rights needed to host, process and provide the service during the contract term.

10. Charges and payment

Pricing, billing frequency, trial arrangements (if any), and payment terms are set out in the call-off contract.

Where a free trial is agreed, it is time-limited and may be subject to reasonable usage limits as set out in the trial agreement or call-off contract.

11. Suspension and acceptable use

HealthOrbit may suspend access to the service where necessary to protect the service, other users, or customer data, including in response to security incidents or suspected misuse.

HealthOrbit will use reasonable efforts to notify the customer and restore access as soon as practicable, subject to incident management requirements.

12. Term, termination and exit

- Contract term and termination rights are set out in the call-off contract.
- On exit, HealthOrbit will support export of customer data/outputs in agreed formats and will delete customer data in line with contractual retention requirements and applicable law.

13. Liability

Liability and any limitations or exclusions of liability are governed by the G-Cloud framework agreement and the call-off contract.

Nothing in these terms limits liability that cannot be limited under applicable law.

14. Governing law

These terms are governed by the law specified in the call-off contract. If not specified, the laws of England and Wales apply.

15. Contact

Supplier: HealthOrbit AI Ltd

Support contact details are provided during onboarding and/or in the call-off contract.