



Proposal

This Proposal together with the attached Conditions (together the “Contract”) govern the provision of a subscription to the Local Supply Chain platform by Firefly Online Limited (Company number 06481401), whose registered office address is at 18 Westminster Drive, Radcliffe-on-Trent, Nottingham, England, NG12 2NL.

Client details

Client	
Client address	
Client contact details:	[NAME] [EMAIL] [PHONE]

Subscription Details

Account type:	Buyer/Supplier
Member Type:	
Initial Subscription Period:	[X months from the Commencement Date] Commencement Date: End Date:
Licence Fee:	£X.XX per annum Total: £X.XX for the Subscription Period
[Additional Terms]	Annual Licences are subject to annual increases of RPI + 3%

Signed by [NAME] for
and on behalf of Firefly
Online Limited

Dated:

We [CLIENT] hereby accept and agree to the terms of this Proposal, subject to the attached Conditions.



Signed by [NAME] for
and on behalf of the
Client

Dated:



Local Supply Chain is an online platform run, owned and operated by Firefly Online Limited.

This document sets out the Terms and Conditions ("**Conditions**") applicable to the subscription to the Platform (as defined herein) by the client whose details are set out in the Proposal ("**you**", "**your**") and governs the relationship between you and Firefly Online Limited (Company number 06481401), whose registered office address is at 18 Westminster Drive, Radcliffe-on-Trent, Nottingham, England, NG12 2NL. ("**us**", "**we**" or "**Firefly**").

By signing and returning the annexed Proposal, these Conditions and the Proposal together form a legally binding Contract between you and Firefly.

Definitions and interpretation

.1 In these Conditions the following words have the following meanings:

"**Account**" means the Account created by a Member on registration (or issued by our helpdesk) and all associated information.

"**Authorised User**" means an individual Member or an employee or subcontractor of a Member who is permitted to access the Platform through an Account.

"**Award**" means an 'intent to award' a contract by a Buyer to a Supplier. For the avoidance of doubt an award is not an instruction (or order) to proceed with the services detailed within the Work Package or Tender.

"**Business Day**" means 9.00am to 5.00pm from Monday to Friday other than a public, bank or national holiday in England.

"**Buyer**" means an organisation that has become a Member to utilise the Platform and source the services offered by Suppliers.

"**Buyer Account**" means an Account registered as a Buyer.

"**Commencement Date**" means the date on which the Initial Subscription Period commences, as specified in the Proposal.

"**Confidential Information**" means in relation to either party any and all information (which may be written, oral or in any other format) that:

is by its nature confidential; and/or

the other party knows or ought to know is confidential; and/or

is designated by the party disclosing the information as confidential; and/or

is disclosed by the disclosing party to or otherwise acquired from the receiving under or in connection with the Contract or its subject matter;

"**Consumer**" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.



“Contract” means the agreement between Firefly and you for a Subscription to the Platform, incorporating these Conditions and the Proposal.

“Data Protection Laws” means:

the Data Protection Act 2018;

Regulation (EU) 2016/679 (General Data Protection Regulation) as applicable in the United Kingdom as the UK GDPR;

any laws which implement or supplement any such laws; and

any laws that replace, extend re-enact, consolidate or amend any of the foregoing.

“Expression of Interest (EOI)” means an invitation for a Supplier to express their interest as a Supplier in receiving a Tender from a Buyer.

“Framework” means a procurement arrangement that enables an organisation to purchase the services of Suppliers via Traditional Framework or Dynamic Purchasing System (DPS).

“Initial Subscription Period” means the initial period for the Subscription as stated in the Proposal, commencing on the Commencement Date.

“Intellectual Property Rights” means any patents (including supplementary protection certificates), trade marks, service marks, domain names, registered designs, utility models, design rights, moral rights, topography rights, rights in databases, rights in software, copyrights, inventions, trade secrets and other confidential information, the right to data contained within those databases, know how, business or trade names, get up, and all other intellectual property and neighbouring rights and rights of a similar or corresponding character in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for or for the protection of any of the foregoing.

“Licence Fee” means the fee payable by a Member for an annual subscription to the Platform.

“Member Data” means all data uploaded onto the Website and/or Platform by a Member or its Authorised Users.

“Member” means an organisation (or person) that has registered with the Platform and created an Account. The Platform supports several types of Members, which may be Buyers, Suppliers or both:

Client: the organisation for whom the Project is carried out.

Main Contractor: the organisation that is responsible for carrying out the construction activity.

Sub-Contractor: a person or organisation that does part of the job that the main contractor is responsible for and who may also subcontract all or some of this work to one or more other subcontractors.



Consultant: a person or organisation that is generally appointed by the Client or Main Contractor to perform expert tasks for the project and may also subcontract all or some of this work to one or more other subcontractors.

Micro Business: a person or organisation who has self-certified and has met the criteria as stated on the Website.

Tradesperson: an individual who is skilled in one or more trades and is looking to work for Buyers directly or for subcontractors who are contracted to work for Buyers.

Social Enterprise: a person or organisation who has self-certified as and has met the qualifying criteria as stated on the Website.

Materials Supplier: a person or organisation who provides materials in connection with a Buyer's Project.

"Platform" means Local Supply Chain (LSC) and Performance 365 (P365) as updated from time to time, in each case accessed through the Website.

"Profile" means the information provided by a Member about its business and/or trade and any associated information about the Member's use of the Website Services which is viewable to other members.

"Project" means the information regarding a project that has been created on the Website. The project may contain Work Packages.

"Proposal" means the proposal provided by Firefly to you detailing the nature and general scope of the Subscription.

"Renewal Period" has the meaning given in clause .1.

"Service Level Agreement" means Firefly's service level agreement for the Platform as amended or updated from time to time, the current version of which is included at Schedule 2;

"Services" means the services provided by a Supplier to a Buyer in fulfilment of a Work Package or Tender.

"Subscription" means the subscription for a licence to use the Platform for the Initial Subscription Period and any Renewal Period.

"Subscription Period" means the Initial Subscription Period and/or any subsequent Renewal Periods.

"Supplier" means an organisation that has become a Member to utilise the Platform and respond to requests for services from Buyers or Suppliers as a Supplier.

"Supplier Account" means an Account registered as a Supplier.

"Tender" or "Work Package" means an invitation to express an interest (EOI), provide prices for estimating purposes (TENDER at ENQUIRY stage), or provide firm quotes for 'secured'



work (TENDER at CONTRACT stage) as requested by Buyers and/or Main Contractors on the Website.

“Tradesperson” means an individual that has become a Member to offer trade -specific skills and respond to requests issued by Buyers or Suppliers.

“Upgrade Fee” has the meaning given in clause .5.

“Verify” or **“Verified”** means the basic checking of Member Data uploaded by a Supplier but for the avoidance of doubt our verification service is not an approval to work for a Buyer (who is responsible for undertaking its own checks).

“Website” means our website at www.localsupplychain.co.uk, www.workradar.co.uk or such other website through which the Platform is provided from time to time.

“Website Services” means the services provided by the Website, including the Platform and associated functionality and professional services as may be required, extended or varied from time to time.

- .2 For the purposes of these terms and conditions, a reference to “writing” or “written” includes email and any information provided in a Profile or through a Project or Work Package description.
- .3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- .4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- .5 Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.
- .6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- .7 References to clauses and schedules are to the clauses and schedules of these Conditions; references to paragraphs are to paragraphs of the relevant schedule to these Conditions.

Application of these Conditions

- .1 These Conditions, together with the accepted Proposal between you and us, constitutes the Contract between the parties.
- .2 By signing and returning the Proposal to us, you confirm that you agree to bound by the Contract.
- .3 In the event of any conflict between the terms of these Conditions and the Proposal, the following order of preference applies:

the Proposal; and



these Conditions.

Subscription

- .1 Your Subscription shall commence on the Commencement Date and shall continue for the Initial Subscription Period and thereafter, shall automatically renew for successive periods of 12 months each (each a **"Renewal Period"**) unless:

you terminate the Subscription in accordance with clause .1; or

the Contract is otherwise terminated in accordance with clause .2.

Our rights and obligations

- .1 Subject to your:

payment of the Licence Fee (if any); and

compliance with the terms of the Contract,

we will grant you from the Commencement Date a Subscription to the Platform to use the Platform solely in connection with your usual business operations and in accordance with these Conditions.

- .2 We shall provide the Platform in accordance with the terms of these Conditions using reasonable care and skill and the Platform shall conform with the description detailed within Schedule 1.

- .3 We shall use commercially reasonable endeavours to provide a service level availability for the Platform of 99.99% each month (subject to the terms of our Service Level Agreement) but for the avoidance of doubt Firefly:

does not warrant or represent that your use of the Website and/or Platform shall be secure, accurate, complete, without error, uninterrupted and free of malicious code but we shall use reasonable endeavours to ensure that it is;

is not responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data of communications networks and facilities, including the internet, and you acknowledge and agree that the Website and/or Platform may be subject to limitations, delays and other problems inherent in the use of such communication facilities;

is not responsible or liable for any incompatibility issues between the Platform, the Website and your internal IT infrastructure;

reserves the right to suspend access and availability to the Website and/or Platform without notice where required due to Force Majeure or for scheduled and/or emergency maintenance.



- .4 We will provide support for Authorised Users, offered by e-mail or via our telephone helpdesk at the following times: 9am-5pm on Monday-Thursday, 9am-4pm on Friday, each excluding Bank Holidays, national and public holidays.
- .5 The Platform is provided on an “as is” basis and you are responsible for ensuring that it fulfils your requirements. We shall not be responsible or liable for any failure for the Platform to meet any requirements or purpose not held out by us.
- .6 We warrant that we have and will maintain all necessary licences, consents, and permissions necessary to provide the Website and Platform and perform our obligations under these Conditions.
- .7 We shall update the Platform from time to time to provide upgrades, bug fixes and patches. Upgrades and bug fixes are offered free of charge to Members. Any new modules developed by us will be out of scope and will be subject to a separate agreement.
- .8 We shall use reasonable commercial endeavours to prevent unauthorised access to the Platform.

Rights and obligations of all Members

- .1 You may access the Platform from the Website or from a branded site that we may provide to you.
- .2 You may authorise additional Authorised Users to access your Account by contacting us. Additional Authorised Users will be provided with their own username and password to access the Account. You and your Authorised Users shall not allow Account passwords or log in details to be shared with any other person.
- .3 You may only use the Platform in connection with your trade or business. You may be required to provide information about your organisation and/or business when registering as a Member to establish that you are not a Consumer. If we suspect that you may be using the Platform as a Consumer, we reserve the right to suspend access to your Account without liability to your or any third party, and we may request you provide us with such information as we may reasonably require in order to verify you as a qualifying Member and reinstate your Account.
- .4 You shall:

keep a secure password for your Account and keep this password secure and if you lose control of your Account, you must notify us immediately. You will be responsible and liable for all activity carried out under your Account regardless of whether this is carried out by you, your Authorised User(s) or any third party;

ensure that you will use the Platform in accordance with the terms of these Conditions and shall be responsible for any breach of these Conditions or the Contract by you or any of your Authorised Users;

comply with all applicable laws and regulations with respect to your activities on the Website and Platform and under these Conditions and the Contract;



be responsible for ensuring that you have the appropriate network, hardware, systems and telecommunications links which are required to access the Website and Platform via a web browser;

not store, distribute or transmit any viruses or harmful software on or via the Platform and/or any Member Data on the Platform that is illegal or unlawful and shall indemnify us, our officers, representatives and employees, against all losses, damages, costs, expenses, claims and actions against us arising in connection with your failure to comply with this clause;

not store, distribute or transmit any Member Data or other information on the Platform which is sexually explicit, promotes unlawful violence, is discriminatory based on race, gender, disability or which cause damage or injury to any other person or property;

not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform or the Website in any form or media or by any means or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or Website or access all or any part of the Platform or Website in order to build a product or service which competes with the Platform or license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform available to any third party except the Authorised Users, or attempt to obtain, or assist third parties in obtaining, access to the Platform, other than as provided under this clause;

use all reasonable endeavours to prevent any unauthorised access to the Platform, and in the event of any such unauthorised access or use you will promptly notify us;

be responsible for ensuring that all Member Data uploaded by you or your Authorised Users is complete and accurate and that you will use all reasonable endeavours to update any information which is out of date or becomes misleading;

comply with the various policies and procedures set out on the Website. Those policies and procedures are binding on you and are, as amended from time to time, incorporated into these Conditions; and

not use or permit anyone else to use your Account fraudulently, in connection with a criminal offence, or in breach of any applicable law or statutory duty.

- .5 You acknowledge and agree that you are responsible for uploading accurate Member Data to the Website and/or Platform and for updating Member Data and we shall not be responsible or liable to any Member, Authorised User or third party arising out of or in connection with your failure to keep Member Data accurate, complete and up-to-date.
- .6 You consent to us making your Profile (which may include your personal data, your employee's personal information, and/or your employer's personal information) available to other Members on the Website and/or Platform. You warrant and represent that the Member Data and other information you provide is true and accurate and that you will immediately update the same if it becomes out of date or misleading. You agree that you will comply promptly with all reasonable requests we make for information about your identity or relevant details about your business, and/or your employer's business.



- .7 You acknowledge and agree that you have the right to input and make available to other Members the Member Data which you enter into the Platform and we shall not be responsible or liable for:

where you give another Member permission and access to edit Member Data, any action taken by them in respect of the completeness or accuracy of such Member Data or any changes which they may make to Member Data; or

any breach of obligations you may owe to your employees, employer or any other third parties for you making such Member Data available.

Rights and obligations specific to Supplier Accounts

- .1 You acknowledge that Buyers are entirely responsible for undertaking their own assessment of your business and/or personal information including their own verification of your Member Data along with any further checks that they may need to undertake.
- .2 You are responsible for agreeing and entering into contracts with the Buyer(s). We are not involved in the contract between you (as a Supplier) and the Buyer and you accept that all matters relating to the provision of the Services, including payment, are to be resolved between you and the Buyer.
- .3 When registering with the Platform you are required to create a Profile. As a Supplier you may identify your company type (sub-contractor, sole trader, micro business, social enterprise, sub-consultant or supplier) or identify as a Tradesperson looking for work and select a limited number of trades and/or services relevant to the chosen company type or Tradesperson status, which Buyers will use for sourcing purposes.
- .4 We may display to Buyers the information about your use of the Website, including your Profile, the number of times you have expressed interest in a Work Package, been invited to Tender, submitted a Tender and been awarded work.
- .5 You warrant and undertake that you will not create multiple Accounts for a single business and will only respond to Work Packages from one Account.
- .6 You must not use or permit anyone else to use your Account fraudulently, in connection with a criminal offence, or in breach of any applicable law or statutory duty.

Rights and obligations specific to Buyer Accounts

- .1 You shall be responsible for ensuring the information you provide about a Project or Work Package is complete and accurate and you will immediately update the information if it changes or becomes misleading.
- .2 You acknowledge that you are entirely responsible for undertaking your own assessments of Suppliers, including verification of Member Data along with any further checks that you may need to undertake.
- .3 You are responsible for agreeing and entering into contracts with the Supplier(s) you engage through the Platform. We are not involved in the contract between you (as a Buyer) and the



Supplier and you accept that all matters relating to the provision of the Services, including payment, are to be resolved between you and the Supplier.

- .4 You consent to us making the information contained in Projects and Work Packages (which may include your or your employees' personal information) available to appropriate Members on the Website.

Fees and payment

- .1 You shall pay the Licence Fee (exclusive of VAT, which must be paid in addition at the rate prescribed by applicable law) at the rate agreed in the Proposal, subject to clause .4. The Licence Fee shall include your licence to the Platform for 12 months from the Commencement Date and we shall invoice for each subsequent 12 months of your Initial Subscription Period no less than 30 days prior to the next anniversary of the Commencement Date. On expiry of the Initial Subscription Period your Subscription shall automatically renew at the then-current Licence Fee rate for successive Renewal Periods unless terminated in accordance with clause 0.
- .2 All invoices issued by us must be paid in full and cleared funds within 30 days of the date stated on the invoice to the bank account stated on the invoice or otherwise notified by us the correct account for payment.
- .3 If you fail to pay any sum due to us by the due date for payment, we reserve the right to charge interest on overdue sums at a rate of 5% above the base rate of Barclays Bank plc, such interest accruing daily from the date the sums go overdue until the date of payment in full and cleared funds, whether before or after judgment.
- .4 We reserve the right to increase the Licence Fee annually during the Initial Subscription Period or any Renewal Period with effect from the next anniversary of the Commencement Date by giving prior notice in writing to you of such increase taking effect.
- .5 A Supplier Account may be upgraded at any time by paying an additional fee (the "**Upgrade Fee**") to be agreed by us. In return for paying the Upgrade Fee, you shall receive a verification service whereby we verify your business' Profile information and provide additional features for your Supplier Account for 12 months from the date the Upgrade Fee is paid (or earlier if your Subscription is terminated before the 12 months expires), whereafter the Supplier Account shall revert to a standard Supplier Account unless and until a subsequent upgrade is paid for. Information on the full range of upgraded features can be found on our Website.

Intellectual Property Rights

- .1 You acknowledge and agree that we own all Intellectual Property Rights in the Website, the Platform and any associated services provided in respect of these.
- .2 You represent and warrant that you own or hold a valid licence to any and all Member Data you upload onto the Platform. You shall indemnify and keep indemnified Firefly against all claims, action, losses, expenses (including reasonable legal expenses) which we might incur in connection with a claim that any Member Data uploaded onto the Website and/or Platform infringes the Intellectual Property Rights of any third party.
- .3 We shall not gain ownership of Intellectual Property Rights for Member Data uploaded onto or stored on the Platform which will be retained by you or your applicable third party licensors.



- .4 In the event of any loss or damage to Member Data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged Member Data on your behalf.
- .5 Firefly reserves the right to remove any Member Data or to replace or change any or all parts of the Website and/or Platform in order to avoid Intellectual Property Right infringement.

Data Protection

- .1 Each party undertakes to comply with applicable Data Protection Laws in respect of the use of the Website and the Platform.
- .2 You warrant and represent that you have all necessary rights and permissions and shall maintain all necessary registrations and notifications in relation to any Member Data uploaded or made available on the Website and/or Platform which contains personal data (as defined in Data Protection Laws).
- .3 You shall indemnify and keep indemnified Firefly against any action, claim, loss, expense (including reasonable legal expenses) incurred by us in connection with your failure to comply with this clause 0.

Indemnity

- .1 Subject to clause .2 and .3, we shall defend you, against any claim that the Platform infringes any third party copyright, database right, registered trade mark or registered UK patent (an “**IP Claim**”) effective as of the Commencement Date of, copyright or database right and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims.
- .2 The provisions of clause .1 shall not apply unless you:
 - promptly (and in any event within 7 days of) give us notice on becoming aware of any such actual or threatened IP Claim;
 - make no comment or admission and take no action that may adversely affect our right to defend or settle such IP Claim;
 - provide all reasonable co-operation to us as we may require in the defence and settlement of such IP Claim, at our expense; and
 - give us the sole authority to defend or settle the IP Claim as we consider appropriate.
- .3 In no event shall we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
 - a modification of the Platform or Services by anyone other than us; or
 - your use of the Platform or Website in a manner contrary to these Conditions;
 - any Member Data you have uploaded onto the Website and/or Platform; or



your use of the Platform or Website after notice of the alleged or actual infringement from us or any appropriate authority.

- .4 In the defence or settlement of any claim, we may procure the right for you to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate your Subscription and Account immediately by giving notice to you.

Limitation of liability

- .1 Although we ask Members for certain information relating to their identity we do not warrant this information has been confirmed or verified and we are not responsible for ensuring the accuracy or truthfulness of Members' purported identities or the validity of the information that they provide to us, and any and all liability in respect thereof is excluded by us. You are responsible for undertaking such checks you may require in relation to a Member before entering any form of agreement with that Member.
- .2 Subject to Clause .4 below, we shall have no liability for any loss of profits, anticipated savings, business opportunity, goodwill or loss of or damage to data or any indirect or consequential losses whether arising in contract, tort (including negligence) or otherwise incurred by you in connection with the Platform or associated services.
- .3 Subject to Clause .4 below, our aggregate liability to you arising out of or in connection with these Conditions is limited to the Licence Fees paid by you in the 12 months preceding the date of the event giving rise to the relevant claim, PROVIDED THAT in any event we shall not be liable for:

loss resulting from any defect or deficiency in the Website and/or Platform which we have remedied at our own expense within a reasonable period of time;

any loss caused by your or your Authorised Users' use of the Platform and/or Website which is outside of the terms of these Conditions; or

where the Platform has been altered, changed or in any other way modified by you or your Authorised Users or any other third party who has not been authorised to make such alterations, changes or variations by us.

- .4 Nothing in the Contract shall limit or exclude a party's liability for fraud, fraudulent misrepresentation, for death or personal injury resulting from negligence or the negligence of its agents or employees or for any other liability that cannot be limited or excluded by law.

Termination

- .1 You may terminate your Subscription at any time by calling our helpdesk on 0800 197 6958 but termination does not terminate your liability for any Licence Fees or other payments due until the expiry of your Initial Subscription Period or Renewal Period (as applicable). If you are a Supplier and have paid the Upgrade Fee for your Account, no part of the Upgrade Fee will be refunded if you choose to terminate your Account before the upgrade expires.
- .2 Without prejudice to any other right to which a party may be entitled, either party may terminate the Contract with immediate effect upon written notice if:



the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

the other party is in material breach of any of its obligations under the Contract and, where capable of remedy, has failed to remedy the same within 30 days of being notified of the breach;

the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause .0 to clause .0 (inclusive); or]

the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

.3 No refund will be given for any unused part of any Licence Fees you have paid if the Contract is terminated or suspended in accordance with clause .2 or for any Licence Fees which are or will become due.



- .4 On termination of the Contract, your Account you will be automatically withdrawn from the Website and/or Platform and your Profile will no longer be accessible to other Members. For the avoidance of doubt, you will continue to be bound by the terms of any contracts you have entered directly with other Suppliers or Buyers (as the case may be) and we shall have no responsibility for ensuring any information on the Website and/or Platform pertaining to these is retained for you.

Dispute resolution

- .1 If a dispute arises out of or in connection with these Conditions or the Contract then the parties follow the procedure set out in this clause:

the party raising the dispute shall give to the other written notice of the dispute, setting out its nature and full particulars and the account manager for each party shall attempt in good faith to resolve the dispute;

if the parties are for any reason unable to resolve the dispute within 10 Business Days of service of the written dispute notice, the dispute shall be referred to a senior officer of each party who shall attempt in good faith to resolve it; and

if the senior officers are for any reason unable to resolve the dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("**ADR Notice**") to the other party, requesting a mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 15 Business Days after the date of the ADR Notice.

- .2 No party may commence any court proceedings in relation to the whole or part of the dispute until 30 days after service of the ADR Notice, provided that the right to issue proceedings is not prejudiced by a delay.
- .3 Each party shall bear its own costs incurred in connection with the mediation.
- .4 If the dispute is not resolved within 30 days after service of the ADR Notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the dispute shall be finally resolved by the courts of England.

Notices

- .1 Any notice or other communication given by a party under these Conditions or the Contract shall be sent to the party at the address set out in the Proposal. Notices may be given and are deemed received:

by hand: on receipt of a signature at the time of delivery;

by post: at 9.00am on the second Business Day after posting; and

by email: at 9.00am on the next Business Day after sending and sent to:



daniel.botherway@firefly-online.net in the case of Firefly; and

the email address given in the Proposal in your case.

- .2 Except in respect of any notices given between the parties pursuant to clause 0, this clause 0 does not apply to notices given in legal proceedings.

Confidentiality

- .1 The parties acknowledge that Confidential Information may be shared by one party (the “**Discloser**”) to the other party (the “**Recipient**”) in the course of entering into and administering the Contract.
- .2 Each party hereto agrees that it will keep secret and will not without the prior written consent of the other, disclose to any third party any Confidential Information except insofar as information as aforesaid shall (otherwise than by breach of this Contract or any other contract between the parties) be trivial or obvious, in the public domain, already known by such party, or is required to be disclosed by law or any securities exchange or regulatory or governmental body.
- .3 Subject to the remaining provisions of this clause 0, at all times the Recipient undertakes:
 - not to disclose any Confidential Information to any third party other than its responsible employees and sub-contractors (if any) who require such disclosure where necessary for the proper performance of that party's duties under these Terms and provided that such employees and sub-contractors will individually comply with all obligations of confidentiality imposed upon that party by the provisions of this clause;
 - to take all reasonable steps to minimise the risk of disclosure of such confidential information by employees and sub-contractors (if any); and
 - to use such Confidential Information only for the purposes of managing the Contract and the Subscription (or as otherwise permitted by these Conditions).
- .4 The Recipient may disclose any Confidential Information which:
 - it is required to disclose by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction; or
 - the Discloser expressly agrees in writing may be disclosed, provided that such permission is provided in advance of any disclosure by the Recipient.
- .5 In the event that the Recipient becomes legally compelled to disclose any of the Confidential Information pursuant to clause .0, then to the extent permitted by law the Recipient shall give the Discloser prompt written notice of the fact so that the Discloser may take such steps to prevent such disclosure as it deems appropriate and the Recipient shall co-operate with the Discloser in such manner as the Discloser may reasonably require for this purpose.

Force majeure



Neither party shall be liable to the other party under the Contract if it is prevented from or delayed in performing its obligations under the Contract (save for obligations to make payment) by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, extreme adverse weather condition, epidemic or pandemic, provided that it notifies the other as soon as reasonable practicable and makes reasonable commercial efforts to mitigate the effect of such an event.

Entire agreement

- .1 The Contract, and any documents referred to in it, constitutes the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- .2 Each of the parties acknowledges and agrees that it has not relied and does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.

Assignment

- .1 You may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Conditions and/or the Contract without our prior written consent.
- .2 We reserve the right to assign our rights and obligations under the Contract to any third party without notice to you.

No partnership or agency

Nothing in these Conditions and/or the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Waiver

- .1 No failure by us to exercise nor any delay in exercising any right, power, privilege or remedy under these Conditions and/or the Contract shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.
- .2 No single or partial exercise of any right, power, privilege or remedy under these Conditions and/or the Contract by us shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

Third party rights



These Conditions and/or the Contract do not confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Variations

No variation to these Conditions, the Proposal or the Contract shall be effective unless it is in writing and signed by an authorised representative of each party.

Governing law and jurisdiction

These Conditions are governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.



Schedule 1 High Level description of LSC Service

Your Account

- .1 The first Authorised User from your organisation may register and create an Account as a Buyer or Supplier (as applicable) (you may also be issued registration details from our helpdesk). Subsequent Authorised Users for your organisation may be invited to register by our helpdesk with consent from existing Authorised Users.
- .2 On registration and subsequent login(s) you reaffirm your agreement and undertake to comply with, our Terms and Conditions, Privacy Policy and Acceptable Use Policy, which can be accessed from <https://app.localsupplychain.co.uk/termsandconditions>.

The Local Supply Chain Platform

- .1 The purpose of the Platform is to help Buyers to source, engage and manage Suppliers who are able to provide the required Service(s).

.2 The Buyer engagement process for Suppliers

Buyers wishing to engage Suppliers may post details of Projects and associated Tenders to the Website. Buyers also have the option to issue requests to Suppliers to take other actions the Platform, including but not limited to requests to submit pre-qualification questionnaires and performance requests for Suppliers to score the Buyer for its engagement. You accept that we do not check, verify or will have any responsibility or liability for any information provided by Members in relation to Projects or Tenders.

Tenders can be issued in a number of ways, as follows:

Expression of Interest: early stage Tenders whereby the Buyer wishes to find Suppliers who are willing to work with them or their chosen supply chain on a stated project.

Enquiry: Tenders issued by Buyers to help them in managing project costings.

Tenders will remain open for the period of time specified by the Buyer. Whilst the Tender is open, you may elect to respond.

You accept that the Buyer is responsible for selecting which Suppliers (if any) will be invited to each Tender and we have no control over this. Suppliers should direct all questions about the treatment of a Tender to the Buyer.

You accept that the information stored about your responses to Tenders is stored on the Platform and may be used by the Buyer or Firefly to provide statistics about your organisation, and that we may include this information on your Profile and on the Website in a manner that is viewable by all Members.

An 'Award' issued on the Platform by the Buyer **is not** an instruction or an order for the Services. If you are successful with a Tender and receive an Award on the Platform, then you are responsible for agreeing and entering into a direct contract



with the Buyer. We are not involved in the contract between you and the Buyer and you accept that all matters relating to the provision of the Supplier Services, including payment, are to be resolved between you and the Buyer.

LSC offers a verification service whereby upon the payment of a fee (an "**Upgrade**") we will commence the process of verifying your key business information uploaded to your Profile. The full benefits of the optional Upgrade service can be found on the Website.

You accept that any statements or information provided to a Member, whether through the Website or otherwise, are solely representations of the Member and by allowing any material to be placed by a Member on the Platform and/or Website we make no representation about the Member or any Content they provide.

Should you opt in for the Work Radar Scheme and you identify as a Tradesperson, Micros Business or Social Enterprise, you accept that by registering your interest in a Tender that you are granting Firefly your permission to share your business and/or personal details with Buyers and/or successful Suppliers on the relating Tender. You also accept that if shared with buyers, you are granting buyers permission to share your business and/or personal data with successful suppliers.

.3 The Supplier engagement process for Buyers

Your Authorised Users will have access to menu options allowing you to engage with Suppliers and manage Projects on the Platform. Depending on the licence we issue (detailed within our proposal to you), the options available will vary.

Buyers wishing to engage Suppliers may use the Platform to source suppliers from the Supply Chain Database, which includes all Suppliers nationwide who are registered on the Platform, Frameworks, the local market or from Work Radar

Buyers can create Work Packages and request Suppliers to respond to:

Expression of Interest: early stage Tenders whereby the Buyer wishes to find members who are willing to provide prices, including by providing Pre Qualification Questionnaires for prospective Suppliers to complete and submit;

Enquiry (Invitation to Tender): issued by Buyers to gain prices from members for stated Work Package or Tender services; and

Requests: requests for Suppliers to take certain actions on the Platform or submit specific information to the Buyer, including but not limited to performance requests for Suppliers to score the Buyer on their engagement for the relevant Project or requests to submit additional information such as pre-qualification questionnaires.

Suppliers can respond to EOI's & Enquiries that are issued to them from Buyers.

Enquiries will remain open for the period of time specified by Buyers.

Buyers can issue 'Awards' on the Platform, this is not an instruction (or order) to proceed with the services. If you issue an Award to a Supplier on the Platform, then



you are responsible for agreeing and entering into a direct contract with the Supplier. We are not involved in the contract between you and the Buyer and you accept that all matters relating to the provision of the Supplier Services, including payment, are to be resolved between you and the Buyer.

Information regarding a 'decline' on the Platform will be visible to the appropriate Supplier.



Schedule 2 Service Level Agreement

Definitions

- .1 In this Service Level Agreement, the following words and expressions have the following meanings:
- “Availability”** means the % of total time over the month which is Uptime available to users.
- “Excused Downtime”** means a period of time whereby we unexpectedly experience the online platform to be unavailable to users.
- “Platform”** means Local Supply Chain (LSC) and, Performance 365 (P365) as updated from time to time, in each case accessed through the Website.
- “Scheduled Maintenance”** means a period of time whereby we are expecting the online platform to be unavailable to users.
- “Uptime”** means the total time that the Platform is available for use by users.
- “User”** means a person that has access to the Platform.
- “We”, “us” or “our”** means Firefly Online Ltd (Registered Company Number 06481401) the organisation owning, responsible for developing and maintaining the online platform.
- “Website”** means our website at www.localsupplychain.co.uk, www.workradar.co.uk or such other website through which the Platform is provided from time to time.

System access

- .1 The Platform can be accessed through a mobile device, tablet or laptop, and is supported in the following browsers:
- Google Chrome (recommended);
 - Microsoft Edge;
 - Internet Explorer (version 11 or above);
 - Firefox; and
 - Safari.
- .2 The Platform is developed as a responsive application and will therefore automatically scale to size to best fit the screen and device used.

Service Levels

- .1 Availability



We shall use commercially reasonable endeavours to provide a service level availability of the Platform of 99.99% each month.

Availability will be measured on a monthly basis in accordance with the calculation below:

Availability (%) = ((Total available Uptime minus Excused Downtime minus Scheduled maintenance) divided by total available Uptime) multiplied by 100.

Example

Total available uptime for June = 43,200 minutes. (30 days x 24 hours x 60 minutes)

Excused Downtime = 22 minutes

Scheduled Maintenance = 30 minutes

Availability % = (43200 – 22 – 30)/43200

Availability % = 99.88%

Storage & file sizes

- .1 We utilise the Azure network for storage of data and documents, and we aim to provide enough storage capacity for all our users to enable them to carry out their day-to-day activities, such as issuing PQQs, enquiries, submitting tender responses and storing project documents.
- .2 The service allows for a maximum file size of 250MB, which is reviewed by our team on a regular basis. We find that users will generally struggle to access any files larger than this limit, given their internet and bandwidth arrangements or when accessed on a mobile device.

System Maintenance

- .1 System Maintenance includes adhoc maintenance, system enhancements and excused downtime.
- .2 From time to time we may be required to undertake maintenance of the Platform, and during this time the service may not be accessible.
- .3 We undertake two types of system maintenance, Adhoc Maintenance and System Enhancements:
- .4 Adhoc Maintenance

We may at times be required to update the Platform on an adhoc basis in order to repair and update any bugs, fixes, and/or security and/or data breach incidents. Under these circumstances, we shall not give prior notice unless the update to the Platform is related to a security or data breach incident relating to you.



We shall endeavour to perform this adhoc maintenance between the hours of 02:00 and 04:00. If this is not acceptable (for example, due to a data breach and/or security incident) we shall update the Platform immediately.

We have technology and processes in place that allow us to undertake certain maintenance activities with no disruption to system users, and we will endeavour to favour this option when possible.

.5 System enhancements

Planned maintenance is any update to the Platform not included as adhoc maintenance. This consists of small, medium and/or large developments which can include, but is not limited to enhancing user experience, updating third party connectivity's, increased functionality, updates to existing functionality and/or the release of new modules.

We shall endeavour to perform this planned maintenance between the hours of 02:00 and 04:00 weekdays or during weekends.

Excused Downtime

.1 Excused downtime, may include, without limitation, the following circumstances:

the failure of transfer of data over communications networks and facilities, including the internet that are out of our control;

suspension of the service in accordance with our terms and conditions

force majeure events;

events outside of our control, including but not limited to:

loss of services to us by our suppliers

acts of God;

terrorism/war; or

accessibility issues out of our control, including but not limited to external hardware issues, failures of 3rd party infrastructure or firewalls.

System Backups

.1 The platform is backed up on a regular basis in order to achieve our Recovery Time & Recovery Point Objectives. Data stored in Azure is replicated a minimum of three times in a single physical location. The Live environment is configured to be replicated three times in the primary location (currently North Europe) using local redundant storage. It is then copied asynchronously to a single physical location in a secondary location (currently West Europe).



- .2 Database backups are configured with a minimum of 30 days point in time restore giving the ability to restore the database to any point in the previous 30 days. Databases are configured for geo-replication to a secondary read-only in a different location.

Business Continuity

- .1 We maintain a comprehensive Business Continuity Plan as a part of our ISMS and ISO27001 accreditation. This covers all aspects of our business including all physical and non-physical assets.
- .2 As part of our disaster recovery and business continuity plan our target response times are as follows:

Recovery Time Objective (RTO) - 24 Hours

Recovery Point Objective (RPO) - Azure SQL - Point in time restore (Millisecond)

Auditing

The Platform maintains a log of changes to key data fields, which can be accessed by our developers upon request. Request for this information should be made in writing to your account manager.

Support

- .1 The Platform is supported by a dedicated team with offices based in Grantham.
- .2 Support hours are 09:00 – 17:00 Mon – Thurs, 09:00 – 16:00 Fri (excluding Bank Holidays.)
- .3 During these hours, support is offered via e-mail: support@localsupplychain.co.uk, telephone 0800 197 6958 and through an online ticketing system which can be found through the 'Help' link located on the bottom right-hand side of the Platform once the user is logged into their account.
- .4 In addition, we will setup our Helpdesk as a user on your area of the platform. This enables our operators to view your records and help your users with any potential issues they may have. You have control over this access which you may enable / disable at any time by contacting our helpdesk.
- .5 Urgent Out of hours Incident notifications can be reported via e-mail to daniel.botherway@firefly-online.net
- .6 All requests submitted to our Helpdesk (calls, e-mails, online support tickets) are logged, prioritised and tracked through to final closure. All requests through to our helpdesk are assigned to a client organisation, a ticket 'type' (technical, bug, fix, training, support etc) and given a priority level (1,2 or 3).
- .7 Classification, Response & Resolution

Firefly-Online Limited Cloud Based Software Resolution Times
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Support Hours	Priority Level	Target Response Time	Target Resolution Time
Within office hours	Level 1	4 hours	8 hours
	Level 2	8 hours	24 hours
	Level 3	16 hours	N/A

.8 Target Resolution Times

Whilst we aim at all times to provide an excellent level of customer support, there are occasions where solutions may lie outside of our remit of control, for example, a third-party supplier may be required to support the delivery of resolution efforts and may not be able to meet the target response or resolution times. Should these situations arise, we will regularly provide updates in respect of the schedule for resolution directly to you and will use necessary escalations with third parties to ensure resolution occurs at the earliest possible opportunity you.

.9 Definitions of priority levels

Level 1 – The core functionality of the Platform fails or is unavailable making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability where there is no possible alternative. Or a critical functionality or network access is interrupted, degraded or unusable, having a severe impact on services availability which could cause a data breach where no acceptable alternative is possible.

Level 2 – The non-critical function or procedure of the Platform is unusable or hard to use and is having an operational impact, but with no direct impact on services availability where a workaround is available.

Level 3 - The Platform or personal procedure is unusable, where a workaround is available, or a repair is possible. Under these circumstances, we liaise with users and prioritise common requests which are then included in regular sprints and future scheduled maintenance.

Hosting & Security

- .1 The Platform is hosted in the Microsoft Azure cloud. All resources are monitored by Azure Security Centre. All resources are located in the North / West European regions. Primary resources are located in the North Europe region with secondary backup/read-only resources located in UK South or West Europe regions.
- .2 All requests are over a secure HTTPS connection. Databases are encrypted at rest and do not allow external/public access.
- .3 The Azure cloud allows the Platform to scale up/down our resources as capacity demands.



- .4 Should a 3rd party service/API go offline – the Platform degrades gracefully and handles any errors appropriately.
- .5 All users require a strong password with a minimum of upper case, number, character, and symbol.
- .6 2FA two-factor authentication can be enabled for administrative users (upon request to our helpdesk).

Schedule Data Processing Schedule

3

Definitions

- 1.1 In this Schedule, unless otherwise defined below, capitalised terms and expressions have the meanings given to them in the Conditions.

“Adequacy Regulation” means any valid adequacy regulation as referred to in Article 45 of the UK GDPR;

“Applicable Law” means applicable law of the United Kingdom (or a part of the United Kingdom);

“Controller” has the meaning given in applicable Data Protection Laws from time to time;

“Data Subject” has the meaning given in applicable Data Protection Laws from time to time;

“Data Protection Losses” means all liabilities, including all:

costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and

to the extent permitted by Applicable Law:

administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Data Protection Supervisory Authority;

compensation which is ordered by a court or Data Protection Supervisory Authority to be paid to a Data Subject; and

the reasonable costs of compliance with investigations by a Data Protection Supervisory Authority;

“Data Protection Supervisory Authority” means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws;

“Firefly Personnel” means Firefly’s employees, officers, directors, consultants, agents independent contractors and subcontractors;



“**GDPR**” means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

“**Member Personnel**” means the employees, officers, directors, consultants, agents independent contractors and subcontractors of the Client and other Members whose Personal Data is made available or entered onto the Platform by or on behalf of the Client;

“**Personal Data**” has the meaning given in applicable Data Protection Laws from time to time;

“**Personal Data Breach**” has the meaning given in applicable Data Protection Laws from time to time;

“**Process**” has the meaning given in applicable Data Protection Laws from time to time (and related expressions such as “**Processing**”, “**Processed**” and “**Processes**” shall be construed accordingly;

“**Processor**” has the meaning given in applicable Data Protection Laws from time to time;

“**Protected Data**” means Personal Data received by Firefly for or on behalf of the Client in connection with the performance of Firefly’s obligations under the Contract; and

“**Sub-Processor**” means any Processor engaged by Firefly (or by any other Sub-Processor) for carrying out any Processing activities in respect of the Protected Data on behalf of the Customer.

Client’s compliance with Data Protection Laws

The parties agree that the Client is a Controller and that Firefly is a Processor for the purposes of Processing the Protected Data pursuant to the Contract. The Client shall, at all times, comply with all Data Protection Laws in connection with the Processing of Protected Data. The Client shall ensure all instructions given by it to Firefly in respect of Protected Data shall at all times be in accordance with all Data Protection Laws. Nothing in the Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

Firefly’s compliance with Data Protection Laws

Firefly shall Process the Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

Indemnity

- .1 The Client shall indemnify and keep indemnified Firefly in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by Firefly and any Sub-Processor arising from or in connection with any:

non-compliance by the Client with the Data Protection Laws;

Processing carried out by the Firefly or any Sub-Processor pursuant to any Processing instruction given by the Client that infringes any Data Protection Law; or

except to the extent Firefly is liable under paragraph 4.2.



- .2 Firefly shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under the Contract:

only to the extent caused by the Processing of Protected Data under this Agreement and directly resulting from the Firefly's breach of its obligations under this Schedule; and

in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach by the Customer of its obligations under Data Protection Laws or this Schedule.

Instructions

- .1 Firefly shall only Process (and ensure that any Firefly Personnel) in accordance with paragraph 5.2 and the Contract, except to the extent:

alternative Processing instructions are agreed between the parties in writing; or

otherwise required by Applicable Law (and shall inform the Client of that legal requirement before Processing, unless Applicable Law prevents it from doing so on important grounds of public interest).

- .2 Processing of the Protected Data by Firefly under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out as follows:

Subject-matter of Processing:	Personal Data of Member Personnel
Duration of the Processing:	For the duration of the Contract (including any renewal, where applicable)
Nature and purpose of the Processing:	Processing the Personal Data of Member Personnel of the Client who are making use of the Platform under the Client's Subscription for the purposes of providing access to the Platform, assistance and support for the Platform. Processing the Personal Data of Member Personnel for the purposes of using the Platform's functionality (including but not limited to submitting Projects, Work Packages, questionnaires or requests for information via the Platform). Processing of Personal Data of Member Personnel of the Client who are involved in the management of the Contract for the purposes of managing the Contract and the Client's Subscription.
Type of Personal Data:	In relation to Member Personnel of the Client making use of the Platform: name; email address



	(personal or related to the Member Personnel's organisation); organisation to which the Member Personnel belongs; job title and position. In relation to Member Personnel where the Client is using the Platform to submit Projects, Work Packages, questionnaires, requests for information, tenders or similar, this may include any or all of the following Personal Data: name, email address, postal address, telephone number (work, personal or mobile), organisation to which the Member Personnel belongs, job title and position. In relation to Member Personnel of the Client who are involved in the management of the Contract: name; email address; telephone number (work, personal or mobile); organisation to which the Member Personnel belongs; job title and position.
Categories of Data Subjects:	Member Personnel

- .3 If Firefly believes that any instructions received by it from the Client is likely to infringe Data Protection Laws it shall promptly inform the Client and be entitled to cease the relevant Processing activities until the parties have agreed appropriate amended instructions which are not infringing. Any delay or non-performance by Firefly of its obligations under the Contract in accordance with this paragraph 5.3 shall not entitle the Client to any reduction to or set-off of any sum payable to Firefly under the Contract.

Security

Firefly shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

Sub-processing and personnel

- .1 Firefly shall not permit the Processing of Protected Data by any Sub-Processor without the prior specific written authorisation or the general written authorisation of the Client. As of the date of the Contract, the Client authorises Firefly to engage those Sub-Processors listed at paragraph 7.5.
- .2 The Client grants its general authorisation for the appointment of additional Sub-Processors to those listed at paragraph, provided that:

Firefly gives notice to the Client of the proposed Sub-Processor's appointment or replacement no less than 5 Business Days prior to the appointment taking effect (the "**Objection Period**");



Firefly provides in such notice the proposed appointee or replacement Sub-Processor's identity, location, contact details, and the activities to be undertaken by such Sub-Processor;

the Client is given the opportunity to object to the appointment off the Sub-Processor prior to the appointment taking effect;

if the Client does not notice of its objection to the proposed Sub-Processor prior to the expiry of the Objection Period and Firefly has complied with its obligations under this paragraph 7.2, Firefly shall be authorised to engage such Sub-Processor.

.3 Prior to any Sub-Processor carrying out any Processing activities in respect of the Protected Data, ensure such Sub-Processor is appointed under a binding written contract which contains materially the same obligations as under this Schedule (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) and ensure such Sub-Processor complies with all such obligations.

.4 Firefly shall:

remain fully liable to the Client for all the acts and omissions of each Sub-Processor in regards to the Processing of the Protected Data as if they were its own;

ensure that all natural persons authorised by Firefly or any Sub-Processor to Process the Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

.5 The Client authorises the appointment of the Sub-Processors listed below:

Sub-Processor	Purpose of the Processing
Microsoft Azure Dev Ops Services, One Microsoft Way, Redmond, Washington, 98052, USA	Firefly uses Microsoft Azure DevOps Services to undertake processing at its EU Data Centre. Microsoft may process the Protected Data for the purposes of providing Firefly with cloud services. Microsoft is ISO27001 certified and their compliance offerings can be found at https://www.microsoft.com/en-us/trustcenter/compliance/complianceofferings
Sinch AB, Lindhagensgatan 74 - 112 18, Sweden	Twilio Inc provides Firefly with customer engagement services. Twilio processes Protected Data for the purposes of issuing system emails relating to the Platform to Members and Member Personnel.
Twilio Inc., 101 Spear St, Floor 5, San Francisco, CA, 94105	Twilio Inc provides Firefly with customer engagement services.



	Twilio processes Protected Data for the purposes of issuing system emails relating to the Platform to Members and Member Personnel.
Zendesk Inc, 989 Market St, San Francisco, CA, 94103	Firefly uses Zendesk Inc to provide customer support to Firefly's customers. Zendesk Inc processes Protected Data for the purposes of enabling Firefly to communicate and respond to support requests and queries from Member Personnel.

Assistance

- .1 Firefly shall assist the Client (at the Client's cost and expense) in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of the Processing and the information available to Firefly.
- .2 Firefly shall (at the Client's cost and expense) and taking into account the nature of the Processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Data Protection Laws in respect of any Protected Data.
- .3 Firefly shall refer to the Client all requests it receives for exercising any Data Subjects' rights under Data Protection Laws which relate to any Protected Data. It shall be the Client's responsibility to reply to all such requests as required by Applicable Law.

International transfers

- .1 The Client authorises Firefly to transfer the Protected Data to recipients outside of the United Kingdom, provided that all such transfers of the Protected Data shall:
 - to the extent required under Data Protection Laws, be effected by way of a legally enforceable mechanism for a transfer of the Protected Data as may be permitted under applicable Data Protection Laws from time to time ("**Lawful Safeguards**"); and
 - be made pursuant to a written contract that includes equivalent obligations on each Sub-Processors in respect of transfers of Protected Data to a recipient outside of the United Kingdom as apply to Firefly under this paragraph 9.
- .2 The Lawful Safeguards employed by Firefly in connection with transfers of the Protected Data pursuant to the Contract shall be as follows:
 - a relevant Adequacy Regulation; or
 - an alternative Lawful Safeguard.

Audits and inspections



- .1 Firefly shall, in accordance with Data Protection Laws, make available to the Client on request such information that is in its possession or control as is necessary to demonstrate Firefly's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the UK GDPR, and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose, provided that:

the Client may only conduct a maximum of one audit in any 12 month period;

the Client gives Firefly reasonable prior notice of such information request, audit or inspection being required by the Client;

any such audit or inspection shall be conducted remotely by the Client or using information furnished to the Client by Firefly using remote means;

any audit to be conducted in accordance with paragraph 10.1 is undertaken remotely during Firefly's normal business hours, with minimal disruption to Firefly's business or that of any Sub-Processor;

to the extent consistent with the foregoing, Firefly shall be entitled to withhold information where it is commercially sensitive or confidential to it or its other customers; and

the Client reimburses Firefly for all costs and expenses incurred by Firefly in connection with the provision of information and allowing for and contributing to inspections and audits.

Personal Data Breaches

Firefly shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

Deletion/return

On termination or expiry without renewal of the Contract (the "**Processing End Date**"), at the Client's cost and expense and the Client's option, Firefly shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any Applicable Law requires Firefly to store such Protected Data. To the extent the Client has not notified the Supplier within 30 days of the Processing End Date that it requires the return of any Protected Data Firefly is irrevocably authorised to securely dispose of the Protected Data.

Survival

- .1 This Schedule shall survive termination or expiry of the Contract:

indefinitely in the case of paragraph 12; and

in the case of all other provisions of this Schedule, until the later of:

termination or expiry of the Contract; or



return or secure deletion or disposal of the last of the Protected Data in Firefly's (or any Sub-Processor's) possession or control.

Data protection contacts

- .1 The contact details of the Data Protection Officer for Firefly Online are: data.protection@firefly-online.net (or such other contact details as may be notified by Firefly to the Client from time to time).
- .2 The contact details of the Data Protection Officer for the Client are: [TBC] (or such other contact details as may be notified by the Client to Firefly from time to time).

Schedule

3

Data Processing Schedule

Definitions

- 1.1 In this Schedule, unless otherwise defined below, capitalised terms and expressions have the meanings given to them in the Conditions.

"Adequacy Regulation" means any valid adequacy regulation as referred to in Article 45 of the UK GDPR;

"Applicable Law" means applicable law of the United Kingdom (or a part of the United Kingdom);

"Controller" has the meaning given in applicable Data Protection Laws from time to time;

"Data Subject" has the meaning given in applicable Data Protection Laws from time to time;

"Data Protection Losses" means all liabilities, including all:

costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and

to the extent permitted by Applicable Law:

administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Data Protection Supervisory Authority;

compensation which is ordered by a court or Data Protection Supervisory Authority to be paid to a Data Subject; and

the reasonable costs of compliance with investigations by a Data Protection Supervisory Authority;

"Data Protection Supervisory Authority" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws;



“Firefly Personnel” means Firefly’s employees, officers, directors, consultants, agents independent contractors and subcontractors;

“GDPR” means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

“Member Personnel” means the employees, officers, directors, consultants, agents independent contractors and subcontractors of the Client and other Members whose Personal Data is made available or entered onto the Platform by or on behalf of the Client;

“Personal Data” has the meaning given in applicable Data Protection Laws from time to time;

“Personal Data Breach” has the meaning given in applicable Data Protection Laws from time to time;

“Process” has the meaning given in applicable Data Protection Laws from time to time (and related expressions such as **“Processing”**, **“Processed”** and **“Processes”** shall be construed accordingly;

“Processor” has the meaning given in applicable Data Protection Laws from time to time;

“Protected Data” means Personal Data received by Firefly for or on behalf of the Client in connection with the performance of Firefly’s obligations under the Contract; and

“Sub-Processor” means any Processor engaged by Firefly (or by any other Sub-Processor) for carrying out any Processing activities in respect of the Protected Data on behalf of the Customer.

Client’s compliance with Data Protection Laws

The parties agree that the Client is a Controller and that Firefly is a Processor for the purposes of Processing the Protected Data pursuant to the Contract. The Client shall, at all times, comply with all Data Protection Laws in connection with the Processing of Protected Data. The Client shall ensure all instructions given by it to Firefly in respect of Protected Data shall at all times be in accordance with all Data Protection Laws. Nothing in the Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

Firefly’s compliance with Data Protection Laws

Firefly shall Process the Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

Indemnity

- .1 The Client shall indemnify and keep indemnified Firefly in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by Firefly and any Sub-Processor arising from or in connection with any:

non-compliance by the Client with the Data Protection Laws;



Processing carried out by the Firefly or any Sub-Processor pursuant to any Processing instruction given by the Client that infringes any Data Protection Law; or

except to the extent Firefly is liable under paragraph 4.2.

- .2 Firefly shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under the Contract:

only to the extent caused by the Processing of Protected Data under this Agreement and directly resulting from the Firefly's breach of its obligations under this Schedule; and

in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach by the Customer of its obligations under Data Protection Laws or this Schedule.

Instructions

- .1 Firefly shall only Process (and ensure that any Firefly Personnel) in accordance with paragraph 5.2 and the Contract, except to the extent:

alternative Processing instructions are agreed between the parties in writing; or

otherwise required by Applicable Law (and shall inform the Client of that legal requirement before Processing, unless Applicable Law prevents it from doing so on important grounds of public interest).

- .2 Processing of the Protected Data by Firefly under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out as follows:

Subject-matter of Processing:	Personal Data of Member Personnel
Duration of the Processing:	For the duration of the Contract (including any renewal, where applicable)
Nature and purpose of the Processing:	Processing the Personal Data of Member Personnel of the Client who are making use of the Platform under the Client's Subscription for the purposes of providing access to the Platform, assistance and support for the Platform. Processing the Personal Data of Member Personnel for the purposes of using the Platform's functionality (including but not limited to submitting Projects, Work Packages, questionnaires or requests for information via the Platform). Processing of Personal Data of Member Personnel of the Client who are involved in the management of the Contract for the purposes of



	managing the Contract and the Client's Subscription.
Type of Personal Data:	In relation to Member Personnel of the Client making use of the Platform: name; email address (personal or related to the Member Personnel's organisation); organisation to which the Member Personnel belongs; job title and position. In relation to Member Personnel where the Client is using the Platform to submit Projects, Work Packages, questionnaires, requests for information, tenders or similar, this may include any or all of the following Personal Data: name, email address, postal address, telephone number (work, personal or mobile), organisation to which the Member Personnel belongs, job title and position. In relation to Member Personnel of the Client who are involved in the management of the Contract: name; email address; telephone number (work, personal or mobile); organisation to which the Member Personnel belongs; job title and position.
Categories of Data Subjects:	Member Personnel

- .3 If Firefly believes that any instructions received by it from the Client is likely to infringe Data Protection Laws it shall promptly inform the Client and be entitled to cease the relevant Processing activities until the parties have agreed appropriate amended instructions which are not infringing. Any delay or non-performance by Firefly of its obligations under the Contract in accordance with this paragraph 5.3 shall not entitle the Client to any reduction to or set-off of any sum payable to Firefly under the Contract.

Security

Firefly shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

Sub-processing and personnel

- .1 Firefly shall not permit the Processing of Protected Data by any Sub-Processor without the prior specific written authorisation or the general written authorisation of the Client. As of the date of the Contract, the Client authorises Firefly to engage those Sub-Processors listed at paragraph 7.5.
- .2 The Client grants its general authorisation for the appointment of additional Sub-Processors to those listed at paragraph, provided that:



Firefly gives notice to the Client of the proposed Sub-Processor's appointment or replacement no less than 5 Business Days prior to the appointment taking effect (the "**Objection Period**");

Firefly provides in such notice the proposed appointee or replacement Sub-Processor's identity, location, contact details, and the activities to be undertaken by such Sub-Processor;

the Client is given the opportunity to object to the appointment of the Sub-Processor prior to the appointment taking effect;

if the Client does not notice of its objection to the proposed Sub-Processor prior to the expiry of the Objection Period and Firefly has complied with its obligations under this paragraph 7.2, Firefly shall be authorised to engage such Sub-Processor.

.3 Prior to any Sub-Processor carrying out any Processing activities in respect of the Protected Data, ensure such Sub-Processor is appointed under a binding written contract which contains materially the same obligations as under this Schedule (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) and ensure such Sub-Processor complies with all such obligations.

.4 Firefly shall:

remain fully liable to the Client for all the acts and omissions of each Sub-Processor in regards to the Processing of the Protected Data as if they were its own;

ensure that all natural persons authorised by Firefly or any Sub-Processor to Process the Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

.5 The Client authorises the appointment of the Sub-Processors listed below:

Sub-Processor	Purpose of the Processing
Microsoft Azure Dev Ops Services, One Microsoft Way, Redmond, Washington, 98052, USA	Firefly uses Microsoft Azure DevOps Services to undertake processing at its EU Data Centre. Microsoft may process the Protected Data for the purposes of providing Firefly with cloud services. Microsoft is ISO27001 certified and their compliance offerings can be found at https://www.microsoft.com/en-us/trustcenter/compliance/complianceofferings
Sinch AB, Lindhagensgatan 74 - 112 18, Sweden	Twilio Inc provides Firefly with customer engagement services. Twilio processes Protected Data for the purposes of issuing system emails relating to the Platform to Members and Member Personnel.



Twilio Inc., 101 Spear St, Floor 5, San Francisco, CA, 94105	Twilio Inc provides Firefly with customer engagement services. Twilio processes Protected Data for the purposes of issuing system emails relating to the Platform to Members and Member Personnel.
Zendesk Inc, 989 Market St, San Francisco, CA, 94103	Firefly uses Zendesk Inc to provide customer support to Firefly's customers. Zendesk Inc processes Protected Data for the purposes of enabling Firefly to communicate and respond to support requests and queries from Member Personnel.

Assistance

- .1 Firefly shall assist the Client (at the Client's cost and expense) in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of the Processing and the information available to Firefly.
- .2 Firefly shall (at the Client's cost and expense) and taking into account the nature of the Processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Data Protection Laws in respect of any Protected Data.
- .3 Firefly shall refer to the Client all requests it receives for exercising any Data Subjects' rights under Data Protection Laws which relate to any Protected Data. It shall be the Client's responsibility to reply to all such requests as required by Applicable Law.

International transfers

- .1 The Client authorises Firefly to transfer the Protected Data to recipients outside of the United Kingdom, provided that all such transfers of the Protected Data shall:

to the extent required under Data Protection Laws, be effected by way of a legally enforceable mechanism for a transfer of the Protected Data as may be permitted under applicable Data Protection Laws from time to time ("Lawful Safeguards"); and

be made pursuant to a written contract that includes equivalent obligations on each Sub-Processors in respect of transfers of Protected Data to a recipient outside of the United Kingdom as apply to Firefly under this paragraph 9.
- .2 The Lawful Safeguards employed by Firefly in connection with transfers of the Protected Data pursuant to the Contract shall be as follows:

a relevant Adequacy Regulation; or

an alternative Lawful Safeguard.



Audits and inspections

- .1 Firefly shall, in accordance with Data Protection Laws, make available to the Client on request such information that is in its possession or control as is necessary to demonstrate Firefly's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the UK GDPR, and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose, provided that:

the Client may only conduct a maximum of one audit in any 12 month period;

the Client gives Firefly reasonable prior notice of such information request, audit or inspection being required by the Client;

any such audit or inspection shall be conducted remotely by the Client or using information furnished to the Client by Firefly using remote means;

any audit to be conducted in accordance with paragraph 10.1 is undertaken remotely during Firefly's normal business hours, with minimal disruption to Firefly's business or that of any Sub-Processor;

to the extent consistent with the foregoing, Firefly shall be entitled to withhold information where it is commercially sensitive or confidential to it or its other customers; and

the Client reimburses Firefly for all costs and expenses incurred by Firefly in connection with the provision of information and allowing for and contributing to inspections and audits.

Personal Data Breaches

Firefly shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

Deletion/return

On termination or expiry without renewal of the Contract (the "**Processing End Date**"), at the Client's cost and expense and the Client's option, Firefly shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any Applicable Law requires Firefly to store such Protected Data. To the extent the Client has not notified the Supplier within 30 days of the Processing End Date that it requires the return of any Protected Data Firefly is irrevocably authorised to securely dispose of the Protected Data.

Survival

- .1 This Schedule shall survive termination or expiry of the Contract:

indefinitely in the case of paragraph 12; and

in the case of all other provisions of this Schedule, until the later of:



termination or expiry of the Contract; or

return or secure deletion or disposal of the last of the Protected Data in Firefly's (or any Sub-Processor's) possession or control.

Data protection contacts

- .1 The contact details of the Data Protection Officer for Firefly Online are: data.protection@firefly-online.net (or such other contact details as may be notified by Firefly to the Client from time to time).
- .2 The contact details of the Data Protection Officer for the Client are: [TBC] (or such other contact details as may be notified by the Client to Firefly from time to time).