

SUPPLY25

G-Cloud 15

Terms & Conditions

Lot 2b Software as a Service (SaaS)



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Definitions

Capitalised terms used in this Agreement have the meanings set out in this section.

Certain Schedules include additional definitions that apply only for the purposes of that Schedule.

If a capitalised term is used in a Schedule but not defined there, the definition in this section or another Schedule applies.

“Agreement” means these Terms and Conditions together with any schedules or documents expressly incorporated by reference, including the Data Processing Schedule and any Support Schedule, as amended from time to time in accordance with this Agreement.

“Applicable Law” means all laws, statutes, regulations, codes of practice, and legally binding guidance applicable to a Party in connection with this Agreement, including the UK GDPR, the Data Protection Act 2018, and any successor or replacement legislation.

“Authorised Organisations” means any organisation that is permitted by the Customer to access and use the Services under the Customer’s account, where such access is expressly supported by the Services and permitted by this Agreement.

“Authorised Users” means individuals authorised by the Customer or an Authorised Organisation to access and use the Services on their behalf, using unique access credentials issued by Supply25.

“Background Intellectual Property” means all Intellectual Property Rights owned or controlled by a Party prior to the Effective Date or developed independently of this Agreement, excluding any Intellectual Property Rights created specifically for the purposes of providing or using the Services.

“Business Day” means any day other than a Saturday, Sunday, or bank holiday in England and Wales, within the meaning of the Banking and Financial Dealings Act 1971.

“Confidential Information” has the meaning given in Section 15 (Confidentiality).

“Contract Year” means each period of twelve (12) consecutive months commencing on the Effective Date, or, where the relevant licence, subscription, or services are provided for a period of less than twelve (12) months, that shorter period.

“Customer” means the organisation that enters into this Agreement with Supply25 as the contracting entity. Where the Customer enters into this Agreement on a central, collective, or representative basis, references to the Customer include that organisation

acting on its own behalf and, where applicable, on behalf of other organisations that are authorised to access and use the Services as Participating Organisations under the relevant licence, framework, or written arrangement, but only to the extent expressly permitted by this Agreement.

“Customer Data” means all data, content, and information submitted to, uploaded to, collected by, or otherwise processed through the Services by or on behalf of the Customer or any Participating Organisations, including Personal Data. Customer Data does not include any aggregated or anonymised data generated by or on behalf of Supply25 that cannot reasonably be used to identify the Customer, any Participating Organisation, any supplier, or any individual, and which does not constitute Personal Data under applicable data protection law.

“Data Controller” has the meaning given to it in applicable data protection law and means the entity which alone or jointly determines the purposes and means of the processing of Personal Data.

“Data Processing Schedule” means the schedule forming part of this Agreement that sets out the terms governing the processing of Personal Data by Supply25 on behalf of the Customer, including details of processing activities, security measures, and sub-processors.

“Data Processor” has the meaning given to it in applicable data protection law and means the entity which processes Personal Data on behalf of the Data Controller.

“Data Subject” has the meaning given to it in applicable data protection law and means the identified or identifiable natural person to whom Personal Data relates.

“Disclosing Party” means a Party that discloses Confidential Information to the other Party.

“Documentation” means the user guides, technical descriptions, and other written materials made available by Supply25 to describe the functionality and use of the Services, as updated by Supply25 from time to time. Documentation does not include marketing materials, sales presentations, or informal communications unless expressly incorporated into this Agreement.

“Effective Date” means the date on which this Agreement comes into force, as expressly agreed in writing by the Parties.

“Fees” means the charges payable by the Customer for access to and use of the Services, as set out or referenced in this Agreement.

“Force Majeure Event” has the meaning given in Section 19 (Force Majeure).

“Intellectual Property Rights” means all intellectual property rights, whether registered or unregistered, including copyright, database rights, trade marks, service marks, patents, trade secrets, know-how, and all rights of a similar nature anywhere in the world, together with all applications for and renewals or extensions of such rights.

“Party” or **“Parties”** means Supply25 and the Customer individually or together, as the context requires.

“Participating Organisation” means an organisation that has been formally onboarded and granted access to the Supply25 Platform during a Contract Year and is included in pricing calculations and licence entitlements under this Schedule.

“Personal Data” has the meaning given to it in applicable data protection law, including the UK GDPR and the Data Protection Act 2018, and means any information relating to an identified or identifiable natural person.

“Personal Data Breach” has the meaning given in applicable data protection law and means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

“Platform” means the cloud-based software environment, interfaces, and associated functionality operated by Supply25 through which the Services are made available to the Customer and Participating Organisations.

“Receiving Party” means a Party that receives Confidential Information from the other Party.

“Schedules” means the schedules expressly incorporated into this Agreement, including the Data Processing Schedule and the Support Schedule, each of which forms part of this Agreement.

“Security Incident” means any actual or suspected unauthorised access to, compromise of, or interference with the Services, the Platform, or any Customer Data, including loss, alteration, or disclosure of access credentials or data.

“Services” means the cloud-based software services provided by Supply25 under this Agreement, as made available through the Platform and as described in the Documentation.

“Service Levels” means the availability, performance, and support targets for the Services, if any, as set out in the Support Schedule.

“Subprocessor” means a third party appointed by Supply25 to process Personal Data on behalf of the Customer as part of the provision of the Services, in accordance with the Data Processing Schedule.

“Subscription Term” means the period during which the Customer is entitled to access and use the Services under this Agreement, beginning on the Effective Date and continuing until expiry or termination in accordance with this Agreement.

“Support Schedule” means the schedule forming part of this Agreement that describes the support arrangements and any Service Levels applicable to the Services.

“Term” means the duration of this Agreement, commencing on the Effective Date and continuing until termination or expiry in accordance with this Agreement.

“Third-Party Services” means any software, platform, system, service, application, or tool that is provided, operated, or controlled by a third party (and not by Supply25), does not form part of the Services, and may integrate with, link to, interact with, or otherwise be used in connection with the Services, whether at the Customer’s election or as part of the wider technical environment.

1. Purpose & Scope

1.1 Purpose of the Agreement

This Agreement sets out the Terms and Conditions under which Supply25 provides access to its cloud-based software-as-a-service platform (the Services) to the Customer. The Services enable the Customer to manage supplier assessments, assurance activities, and related procurement and compliance processes through a hosted, fully managed online service.

This Agreement is intended to govern access to and use of the Services only. It does not provide for bespoke software development, consultancy, or legal or regulatory advice unless expressly agreed in writing.

1.2 Nature of the Services

The Services are provided on a subscription basis as a hosted and fully managed cloud service. The Customer does not acquire any software for on-premise installation or deployment.

Any processing of data by Supply25 is incidental to, and solely for the purpose of, providing and operating the Services in accordance with this Agreement and any applicable Data Processing Schedule (DPS).

1.3 Structure of the Agreement

This Agreement comprises:

- these Terms and Conditions; and
- any documents expressly incorporated by reference, including the Support Schedule and the Data Processing Schedule (together, the Schedules).

Each Schedule forms part of this Agreement.

1.4 Order of Precedence

In the event of any conflict or inconsistency between the documents forming this Agreement, the following order of precedence shall apply, solely to the extent of that conflict:

- the Data Processing Schedule, in relation to data protection and privacy matters;
- the Support Schedule, in relation to service levels and support obligations; and
- these Terms and Conditions.

1.5 Scope and Limitations

This Agreement applies only to the Services expressly agreed between the Parties under this Agreement.

Any additional services, functionality, or usage beyond the agreed scope may be subject to additional terms and Fees, as agreed in writing between the Parties.

1.6 Governing Law Signpost

The governing law and jurisdiction applicable to this Agreement are set out in Section 23 (Governing Law and Jurisdiction).

2. Services & Access

2.1 Provision of Services

Subject to the terms of this Agreement and payment of the applicable Fees, Supply25 shall provide the Customer with access to and use of the Services for the Subscription Term, solely for the Customer's internal business purposes.

The Services are provided as a hosted, fully managed cloud service. No software is supplied for on-premise installation, and the configuration or use of built-in features does not constitute bespoke development.

2.2 Access Rights

Supply25 grants the Customer a non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use the Services during the Subscription Term, in accordance with this Agreement.

Access is limited to the number of Authorised Users and any usage limits expressly agreed under this Agreement or set out in the applicable Pricing Document. Any use beyond those limits requires prior written agreement and may be subject to additional Fees.

Each Authorised User must access the Services using their own unique user account and credentials. Shared user accounts are not permitted.

2.3 Authorised Users and Responsibility

The Customer is responsible for all acts and omissions of its Authorised Users in connection with the Services and shall ensure that all Authorised Users comply with this Agreement and the Documentation.

The Customer is responsible for maintaining the confidentiality and security of access credentials and for preventing unauthorised access to the Services.

2.4 Suspension of Access

Supply25 may suspend access to the Services, in whole or in part, where reasonably necessary and without liability:

- to comply with applicable law or a lawful instruction from a governmental or regulatory authority;
- to prevent, investigate, or mitigate a security incident or data breach;
- where the Customer is in material breach of this Agreement, including failure to pay Fees when due; or
- where the Customer's use of the Services causes, or is reasonably likely to cause, material harm to Supply25, the Services, or any third party.

Where practicable, Supply25 shall use reasonable efforts to provide advance notice of suspension and to restore access promptly once the underlying issue has been resolved.

2.5 Service Evolution and Changes

Supply25 may update, enhance, modify, or retire features of the Services as part of normal service operation, including for security, performance, legal compliance, or usability.

Supply25 shall not materially reduce the core functionality of the Services purchased by the Customer, taken as a whole, during the applicable Subscription Term, except where required to address security risks, comply with law, or mitigate material operational or legal risk.

Where Supply25 reasonably considers a change to be significant, it may provide guidance or notice through the Services or Documentation.

2.6 Usage Monitoring

Supply25 may monitor use of the Services to verify compliance with this Agreement and any applicable usage limits.

Where use exceeds agreed limits or otherwise breaches this Agreement, Supply25 may apply the remedies set out in this Agreement, including the application of additional charges, restriction of use, or suspension of access.

2.7 Technical Environment

The Services are designed for use with supported, modern web browsers and standard internet connections. The Customer is responsible for obtaining and maintaining, at its own cost, all systems, software, devices, and connectivity required to access and use the Services.

Supply25 has no obligation to ensure compatibility with outdated or unsupported systems, software, or infrastructure unless expressly agreed in writing.

3. Acceptable Use & Restrictions

3.1 Acceptable Use

The Customer shall ensure that the Services are used only:

- a. for the Customer's legitimate procurement, supplier assurance, and related business purposes, including engagement with Suppliers through the Services as part of those processes;
- b. by Authorised Users acting on the Customer's behalf; and
- c. in accordance with this Agreement, the Documentation, and all Applicable Law.

The Customer remains responsible for all use of the Services by its Authorised Users, including any misuse resulting from the Customer's failure to properly manage access or credentials.

3.2 Prohibited Use

The Customer shall not, and shall ensure that its Authorised Users do not:

- a. use the Services unlawfully, fraudulently, or for any defamatory purpose;
- b. make the Services available to, or use the Services for the benefit of, any third party;
- c. attempt to gain unauthorised access to the Services, Supply25 systems, or related networks or data;
- d. interfere with, disrupt, or compromise the security, integrity, or performance of the Services;
- e. bypass, disable, or attempt to circumvent access controls, usage limits, or security measures;
- f. copy, modify, adapt, translate, decompile, reverse engineer, or create derivative works of the Services, except to the extent expressly permitted by Applicable Law and only after giving Supply25 reasonable prior notice;
- g. remove, obscure, or alter any proprietary notices or ownership markings; or
- h. use the Services to develop, operate, or support any product or service that competes with the Services.

3.3 Data and Content Restrictions

The Customer shall not upload, submit, or make available through the Services any data or content that:

- a. infringes the intellectual property or other rights of any third party;
- b. contains malware, malicious code, or harmful components; or
- c. is unlawful or prohibited under Applicable Law.

Supply25 does not routinely monitor Customer content, but may take reasonable and proportionate action where content is reasonably believed to breach this Agreement or Applicable Law.

3.4 Monitoring and Enforcement

Supply25 may monitor use of the Services, including access and login activity, where reasonably necessary to:

- a. maintain security and service integrity;
- b. verify compliance with this Agreement; or
- c. investigate suspected misuse.

Where Supply25 reasonably determines that this Section 3 has been breached, it may take proportionate action in accordance with this Agreement, including suspension of access.

3.5 Intellectual Property Protection

If the Customer becomes aware of any actual or suspected infringement of Supply25's Intellectual Property Rights relating to the Services, it shall promptly notify Supply25 and provide reasonable cooperation, at Supply25's request, to support any investigation or enforcement activity.

3.6 Reservation of Rights

All rights not expressly granted under this Agreement are reserved by Supply25.

4. Customer Responsibilities

4.1 General Responsibilities

The Customer shall:

- a. cooperate reasonably with Supply25 and provide timely information and assistance required for the delivery, support, or investigation of issues relating to the Services; and
- b. ensure that all information provided to Supply25 is accurate, complete, and kept up to date.

The Customer shall promptly notify Supply25 of any matter that may materially affect the security, availability, or performance of the Services.

4.2 Compliance and Responsibility

The Customer shall ensure that the Services are used:

- a. in accordance with this Agreement and the Documentation;
- b. in compliance with all Applicable Law; and
- c. in accordance with Supply25's reasonable written instructions, security procedures, and acceptable use requirements notified from time to time.

The Customer is responsible for all acts and omissions of its Authorised Users in connection with the Services as if they were its own.

4.3 Access, Accounts, and Security

The Customer shall:

- a. ensure that access to the Services is restricted to Authorised Users only;
- b. maintain accurate and up-to-date user accounts and promptly remove or amend access where users leave or roles change;
- c. keep all access credentials secure and confidential and ensure that credentials are not shared; and
- d. promptly notify Supply25 of any actual or suspected unauthorised access, account compromise, or Security Incident.

4.4 Customer Systems and Environment

The Customer is responsible, at its own cost, for obtaining and maintaining all systems, devices, software, supported browsers, network connections, and internet access required to use the Services.

Supply25 is not responsible for any failure, delay, or degradation of the Services caused by the Customer's systems, infrastructure, connectivity, or misuse of the Services.

4.5 Customer-Caused Delay or Cost

If Supply25's performance of the Services is prevented, delayed, or increased in cost due to any act or omission of the Customer or an Authorised User:

- a. Supply25 shall be entitled to a reasonable extension of time; and
- b. the Customer shall be responsible for any reasonable additional costs incurred by Supply25 as a result.

5. Supplier Responsibilities

5.1 Provision of the Services

Supply25 shall provide the Services to the Customer in accordance with this Agreement.

Supply25 shall use reasonable skill and care, consistent with good industry practice, in the operation and management of the Services.

5.2 Service Operation and Maintenance

Supply25 shall:

- a. operate and maintain the Services as a hosted, fully managed cloud service;
- b. use reasonable endeavours to make the Services available in accordance with any applicable Service Levels set out in this Agreement or the Support Schedule;
- c. take reasonable steps to monitor the performance, security, and integrity of the Services; and
- d. apply updates, patches, and enhancements as part of normal service operation.

The Customer acknowledges that the Services may be temporarily unavailable due to planned maintenance, updates, or circumstances beyond Supply25's reasonable control.

5.3 Security Measures

Supply25 shall implement and maintain appropriate technical and organisational measures designed to protect the Services and Customer Data against unauthorised access, loss, or destruction, taking into account the nature of the Services and the risks involved.

Supply25 does not warrant that the Services will be free from all vulnerabilities, errors, or security incidents, but shall take reasonable steps to mitigate and respond to such issues where they arise in accordance with this Agreement and Applicable Law.

5.4 Support

Supply25 shall provide support for the Services in accordance with the Support

Schedule.

Supply25 shall respond to support requests submitted by the Customer in accordance with the Service Levels, response times, and procedures set out in the Support Schedule.

5.5 Compliance with Law

Supply25 shall perform its obligations under this Agreement in compliance with Applicable Law relevant to the provision of the Services.

Supply25 does not provide legal, regulatory, procurement, or compliance advice, and nothing in the Services, Documentation, or any outputs generated through the Services shall be construed as such advice.

5.6 Reliance on Customer Information

Supply25 may rely on information, instructions, and materials provided by the Customer.

Supply25 shall not be responsible for any failure, delay, or issue arising from inaccurate, incomplete, or outdated information supplied by the Customer.

5.7 No Guaranteed Outcomes

Supply25 does not warrant that use of the Services will guarantee any specific outcome, decision, regulatory approval, risk rating, or procurement result.

The Customer remains responsible for its own decisions, assessments, and actions taken in reliance on the Services or any outputs generated through them.

5.8 Third-Party Dependencies

The Customer acknowledges that the Services rely on third-party infrastructure, hosting, and service providers as part of normal service delivery.

While Supply25 uses reasonable efforts to maintain service continuity, it shall not be responsible for failures or changes caused by Third-Party Services outside its reasonable control. Where reasonably practicable, Supply25 will provide notice of material service impacts resulting from such changes.

5.9 Exclusions

Supply25 is not responsible for:

- a. the Customer's systems, devices, software, connectivity, or third-party services not provided by Supply25;
- b. issues caused by misuse of the Services or failure to follow the Documentation;
- c. data or content submitted by the Customer or its Authorised Users; or
- d. matters expressly allocated to the Customer under this Agreement.

6. Information Security & Compliance

6.1 Security Measures

Supply25 implements and maintains appropriate technical and organisational measures designed to protect the confidentiality, integrity, and availability of the Services and Customer Data.

These measures are aligned with recognised good industry practice for cloud-based SaaS services and are proportionate to the nature of the Services and the risks presented.

Supply25 keeps its security measures under review and may update them from time to time as part of normal service operation to address emerging threats, changes in legal requirements, or developments in good industry practice.

6.2 Security Assurance

As part of its information security assurance framework, Supply25 maintains Cyber Essentials Plus certification.

This reflects Supply25's commitment to meeting recognised baseline security standards commonly expected by UK public sector organisations.

6.3 Data Hosting and Processing Location

Customer Data processed as part of the Services is hosted within the United Kingdom and the European Economic Area (EEA) as part of Supply25's standard service

architecture.

Further details regarding personal data processing, the roles of the Parties, and any international transfer safeguards are set out in the Data Processing Schedule.

6.4 Security Incident Management

Supply25 maintains procedures to identify, investigate, and respond to security incidents affecting the Services or Customer Data.

Where Supply25 becomes aware of a Personal Data Breach, it shall notify the Customer without undue delay and in accordance with applicable data protection law, and shall provide reasonable information and assistance to enable the Customer to meet its own legal obligations.

6.5 Customer Security Responsibilities

The Customer remains responsible for:

- maintaining the security of its own systems, networks, devices, and access credentials; and
- ensuring that Authorised Users access and use the Services in accordance with this Agreement and applicable security guidance.

Supply25 is not responsible for security incidents or failures arising from the Customer's systems, environments, connectivity, or misuse of the Services.

7. Data Protection

7.1 Roles of the Parties

For the purposes of applicable data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018:

- a. the Customer acts as the Data Controller in respect of any Personal Data processed through the Services; and
- b. Supply25 acts as a Data Processor, processing Personal Data on the Customer's behalf and in accordance with the Customer's documented instructions.

For the purposes of this Agreement, such documented instructions consist solely of:

- this Agreement;
- the Data Processing Schedule; and
- the Customer's configuration and use of the Services in accordance with their intended functionality.

Informal communications, support requests, or operational discussions do not constitute documented instructions unless expressly agreed in writing by the Parties.

Each Party shall comply with its respective obligations under applicable data protection law.

7.2 Data Processing Schedule

The Parties agree that the Data Processing Schedule forms part of this Agreement and sets out the detailed terms governing the processing of Personal Data, including the nature and purposes of processing, categories of data, security measures, sub-processing, data retention, and international transfers.

In the event of any conflict between this Section 7 and the DPS in relation to data protection matters, the DPS shall prevail.

7.3 Processing Instructions and Lawful Basis

Supply25 shall process Personal Data only:

- a. for the purpose of providing, operating, and supporting the Services;
- b. on the documented instructions of the Customer, unless required to do otherwise by applicable law; and
- c. in accordance with this Agreement and the DPS.

The Customer is solely responsible for determining the lawful basis and purposes for processing Personal Data, providing any required notices to Data Subjects, and ensuring that its instructions to Supply25 comply with applicable data protection law.

Supply25 does not determine the purposes or lawful basis for the processing of Personal Data and does not provide legal or regulatory advice in relation to data protection

compliance.

7.4 Security Measures

Supply25 shall implement appropriate technical and organisational measures designed to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, or damage.

Such measures are proportionate to the nature of the Services and the risks associated with the processing and are kept under review as part of normal service operation.

7.5 Sub-processing

The Customer authorises Supply25 to engage Subprocessors as necessary for the provision of the Services, including cloud infrastructure, hosting, and support providers.

Supply25 shall remain responsible for its processing activities as required under applicable data protection law.

7.6 Data Subject Rights and Regulatory Cooperation

Taking into account the nature of the processing and the information available to it, Supply25 shall provide reasonable and proportionate assistance to enable the Customer to comply with its obligations under applicable data protection law in relation to:

- responding to Data Subject rights requests;
- managing and notifying Personal Data Breaches; and
- data protection impact assessments or consultations with supervisory authorities, where such assistance is required by applicable data protection law and relates directly to the processing of Personal Data by Supply25 under this Agreement.

Supply25 shall not respond directly to Data Subjects or supervisory authorities unless required to do so by applicable law.

Supply25 is not required to support:

- general governance reviews;
- internal or third-party audits or assurance exercises;
- DPIAs or assessments not directly related to Supply25's processing; or
- activities carried out solely for internal, commercial, or advisory purposes.

Any assistance provided under this clause shall be provided on a time and materials basis at Supply25's then-current rates, unless the assistance is required solely as a result of Supply25's breach of this Agreement.

7.7 Personal Data Breaches

Supply25 shall notify the Customer without undue delay and in any event no later than twenty-four (24) hours after becoming aware of a Personal Data Breach affecting Personal Data processed on the Customer's behalf, and shall provide reasonable information to support the Customer's compliance with its legal obligations.

7.8 Data Retention and Deletion

Personal Data shall be retained, deleted, or anonymised in accordance with this Agreement and the DPS, including following termination or expiry of the Services, unless retention is required by applicable law.

7.9 Aggregated and Anonymised Data

The use of aggregated and anonymised data derived from the Services is governed by Section 9.5 (Anonymised and Aggregated Data).

8. Subprocessors & Third-Party Services

8.1 Use of Subprocessors

Supply25 may engage third-party service providers, including cloud infrastructure providers, hosting providers, and security or support services (each a Subprocessor), as necessary to support the delivery and operation of the Services.

Supply25 remains responsible to the Customer for the performance of the Services in accordance with this Agreement, subject to the limitations and exclusions set out herein.

8.2 Subprocessor Controls

Supply25 shall take reasonable steps to select and manage Subprocessors in accordance with good industry practice, having regard to the nature of the Services and the data processed.

Where Supply25 processes Personal Data on behalf of the Customer, Subprocessors shall be engaged in a manner consistent with Supply25's obligations under applicable data protection law, as further set out in the Data Processing Schedule.

8.3 No Direct Relationship with Subprocessors

Subprocessors are engaged by Supply25 solely for internal service delivery purposes and are not provided directly to the Customer.

The Customer has no contractual relationship with, and is not required to review or accept the terms of, any Subprocessor. Supply25 remains the Customer's sole contractual counterparty for the provision of the Services under this Agreement.

8.4 Third-Party Services

Third-Party Services are provided by the relevant third party in its own capacity and are subject to that third party's own terms and conditions.

For the avoidance of doubt:

- Third-Party Services are not engaged by Supply25 to process Personal Data on its behalf and are not Subprocessors.
- A Subprocessor is a third party engaged by Supply25 solely to process Personal Data on Supply25's behalf under the Data Processing Schedule.
- Third-Party Services operate independently of Supply25 and outside Supply25's data processing responsibility.

Certain elements of the Services may rely on, integrate with, or be affected by Third-Party Services.

Supply25 does not warrant the availability, performance, security, or continued operation

of any Third-Party Services and shall not be responsible for any failure, interruption, degradation, or issue arising from or attributable to such Third-Party Services, except to the extent caused by Supply25's breach of this Agreement.

Where a Third-Party Service materially affects the delivery of the Services, Supply25 shall use reasonable efforts to mitigate the impact where practicable. This does not include any obligation to replace, modify, manage, or assume responsibility for the Third-Party Service.

8.5 Customer-Directed Third-Party Systems

Where the Customer configures or instructs the Services to transmit data to third-party systems or platforms selected, operated, or controlled by the Customer or a third party (including external procurement, contract management, or supplier systems), Supply25 is not responsible for the processing, storage, security, or use of data by such third parties once the data has been transmitted.

The Customer is responsible for ensuring that it has appropriate contractual, technical, and data protection arrangements in place with any such third-party providers.

8.6 Changes to Subprocessors

Supply25 may add, replace, or update its Subprocessors from time to time as part of normal service operations, provided that any such change does not materially reduce the overall security of the Services or Supply25's compliance with applicable data protection law.

The Customer acknowledges that Supply25 is not required to obtain the Customer's consent or provide individual advance notice of changes to Subprocessors.

Supply25 shall notify the Customer of any change to Subprocessors only where and to the extent required by applicable data protection law or the Data Processing Schedule.

9. Data & Intellectual Property Rights

9.1 Background Intellectual Property

Each Party retains ownership of all Intellectual Property Rights owned or developed independently of this Agreement, including any intellectual property created prior to the commencement of the Services or outside the scope of this Agreement (Background IP).

Nothing in this Agreement transfers ownership of a Party's Background IP to the other Party.

9.2 Supply25 Intellectual Property

Supply25 retains all right, title, and interest in and to the Services, the Platform, and all related Intellectual Property Rights, including any enhancements, updates, configurations, methodologies, workflows, logic, scoring models, or other modifications, whether developed before or during the Term.

Nothing in this Agreement grants the Customer any ownership interest in, or rights to, the Services or Platform other than the limited licence expressly set out below.

Any feedback, suggestions, or input provided by or on behalf of the Customer in relation to the Services may be used by Supply25 without restriction or obligation, and any resulting intellectual property shall vest exclusively in Supply25.

9.3 Licence to Use the Services

Subject to the Customer's continued compliance with this Agreement and payment of all applicable Fees, Supply25 grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to use the Services solely for the Customer's internal business purposes during the Term.

No rights are granted to the Customer other than those expressly set out in this Agreement.

9.4 Customer Data

As between the Parties, the Customer retains all right, title, and interest in and to Customer Data.

The Customer grants Supply25 a non-exclusive, royalty-free licence to host, store, process, transmit, and otherwise use Customer Data solely to provide, operate, maintain, secure, support, and improve the Services, and to comply with Applicable Law.

The Customer warrants that it has all necessary rights and permissions to provide Customer Data and to grant the licence set out in this clause.

9.5 Anonymised and Aggregated Data

Supply25 may generate, derive, and use anonymised and aggregated data from the use of the Services for purposes including service improvement, platform development, security monitoring, analytics, benchmarking, research, and reporting.

Such anonymised and aggregated data:

- a. shall not identify the Customer, any Participating Organisation, any supplier, or any individual;
- b. shall not constitute Personal Data under applicable data protection law; and
- c. shall be created in a manner intended to prevent re-identification.

All intellectual property rights in anonymised and aggregated data generated by or on behalf of Supply25 shall vest in Supply25.

For the avoidance of doubt, anonymised and aggregated data does not constitute Customer Data, and the Customer shall have no ownership or proprietary rights in such data.

9.6 Reservation of Rights

Except as expressly stated in this Agreement, all Intellectual Property Rights are reserved by Supply25. No rights are granted by implication, estoppel, or otherwise.

10. Audit, Assurance & Transparency

10.1 General Assurance

Supply25 operates the Services in accordance with recognised industry practices and maintains appropriate organisational, technical, and security measures to support the secure and reliable delivery of the Services.

Information relating to Supply25's security controls, compliance posture, and service practices may be made available through policies, certifications, reports, or summary assurance materials, as updated from time to time.

10.2 Assurance Requests

The Customer may request reasonable information for the purpose of verifying Supply25's compliance with its obligations under this Agreement, including in relation to information security, data protection, and service governance.

Any such requests must be proportionate, limited to what is reasonably necessary for assurance purposes, and must not interfere with the secure, efficient, or continuous operation of the Services.

10.3 Audit Limitations and Methodology

Unless otherwise required by applicable law or a competent regulatory authority, audit and assurance activities shall be satisfied through one or more of the following:

- a. written responses to reasonable information requests;
- b. review of relevant policies, procedures, or supporting documentation; or
- c. independent third-party reports, certifications, or attestations made available by Supply25.

On-site audits, direct access to Supply25 systems, source code, internal networks, or security tooling are excluded unless expressly agreed in writing and subject to reasonable scope, timing, confidentiality, and cost protections.

Audits may not be conducted more than once in any twelve (12) month period unless legally required.

10.4 Regulatory and Public Sector Requests

Where a regulatory authority or public sector body lawfully requires information relating to the Services or Customer Data, Supply25 shall provide reasonable cooperation to the extent required by applicable law.

Supply25 shall not be required to disclose information beyond what is legally required, including where disclosure would compromise security, breach confidentiality obligations, or reveal proprietary or commercially sensitive information.

10.5 Costs

Each party shall bear its own costs in connection with audit or assurance activities unless otherwise required by law or agreed in writing.

Where the Customer requests assurance activity beyond standard documentation or available certifications, Supply25 may charge reasonable fees for time and resources incurred, subject to prior agreement.

10.6 Confidentiality of Audit Information

All information disclosed by Supply25 in connection with audits or assurance activities shall be treated as Confidential Information and used solely for the purpose of verifying compliance with this Agreement.

The Customer shall not reuse, publish, or disclose such information beyond that purpose, and shall ensure that any third-party auditor is bound by confidentiality obligations no less protective than those set out in this Agreement.

10.7 Transparency Boundaries

Nothing in this Agreement requires Supply25 to:

- a. disclose source code, system architecture, trade secrets, or proprietary methodologies;
- b. provide access to information relating to other customers; or
- c. grant unrestricted, continuous, or real-time audit rights.

11. Fees & Payment

11.1 Fees

In consideration for the provision of the Services, the Customer shall pay the fees applicable to the Services (the Fees) in accordance with this Agreement.

Fees are payable for the Subscription Term and any agreed extensions in accordance with this Agreement.

11.2 Pricing Structure and Usage

The Fees reflect the applicable pricing structure, usage entitlements, and any usage limits agreed between the Parties or made available by Supply25 in writing.

Where the Customer exceeds any agreed usage entitlements or limits, additional charges may apply, provided that such charges are expressly permitted under this Agreement or agreed in writing in advance.

No charges shall be incurred unless expressly permitted under this Agreement or otherwise agreed in writing between the Parties.

11.3 Invoicing and Payment Terms

Unless otherwise agreed in writing:

- a. Fees shall be invoiced annually in advance; and
- b. invoices shall be payable within thirty (30) days of the invoice date.

All payments shall be made in pounds sterling (GBP), in cleared funds, and without set-off, deduction, or withholding, except as required by applicable law.

11.4 Late Payment

If any undisputed amount is not paid by the due date, Supply25 may, without prejudice to its other rights:

- a. charge interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date until payment is received in full; and
- b. suspend access to the Services, in whole or in part, on reasonable notice until all outstanding amounts are paid.

Supply25 shall not be liable for any loss or damage arising from a suspension carried out in accordance with this clause.

11.5 Non-Refundability

Except as expressly stated in this Agreement or required by applicable law:

- a. Fees are payable for the full Subscription Term and are not subject to cancellation; and
- b. Fees paid or payable are non-refundable.

This includes Fees paid in respect of any unused portion of the Subscription Term.

11.6 Expenses and Additional Services

Where the Customer requests services outside the scope of the standard Services and Supply25 agrees to provide them, the Customer shall reimburse Supply25 for:

- a. reasonable and properly incurred out-of-pocket expenses; and
- b. any agreed third-party costs incurred on the Customer's behalf,

provided that such expenses or costs are approved in writing in advance.

11.7 Taxes

All Fees are exclusive of VAT and any other sales, use, or similar taxes imposed in connection with the provision of the Services.

The Customer shall be responsible for paying all such taxes at the applicable rate, except for taxes based on Supply25's net income, which shall remain the responsibility of Supply25.

11.8 Changes to Fees

Fees shall not increase during the applicable Subscription Term, except as expressly permitted under Section 11.11 (Annual Inflation Adjustment).

Any changes to Fees applicable to a renewal term, including any inflation-linked adjustments, shall be agreed in advance and applied in accordance with this Agreement.

11.9 Invoice Disputes

If the Customer disputes an invoice, it shall notify Supply25 promptly and in any event within five (5) Business Days of the invoice date, providing reasonable detail of the basis of the dispute.

The Customer shall pay any undisputed portion of the invoice by the due date. The Parties shall use reasonable efforts to resolve any invoice dispute promptly and in good faith.

11.10 Cost Recovery

Where any undisputed amount remains unpaid for more than thirty (30) days after the due date, Supply25 may recover from the Customer all reasonable costs incurred in connection with the collection of such overdue amounts, including administrative and legal costs, to the extent permitted by Applicable Law.

11.11 Annual Inflation Adjustment

To ensure pricing remains sustainable over the life of the Agreement, the Fees shall be adjusted annually in accordance with this clause.

At the start of each new Contract Year, the applicable Fees payable for the subsequent Contract Year shall automatically increase by the most recently published annual Consumer Prices Index (CPI) All Items Index (as published by the UK Office for National Statistics), plus one per cent (1%), capped at a maximum increase of eight per cent (8%) per annum.

The inflation adjustment shall apply to:

- all Fees payable for the subsequent Contract Year; and
- any additional licences, users, or other chargeable items added during that Contract Year.

Inflation adjustments shall be applied once per Contract Year, shall not be backdated, and shall not apply during an existing Contract Year.

Supply25 shall notify the Customer of the updated Fees in advance of the start of the relevant Contract Year.

12. Suspension of Services

12.1 Right to Suspend

Supply25 may suspend access to the Services, in whole or in part, where reasonably necessary and without liability, if:

- a. payment of any undisputed Fees is overdue;
- b. suspension is required by Applicable Law, regulation, or a competent authority;
- c. suspension is necessary to prevent, investigate, or mitigate a security incident, data breach, or material risk to the Services, Customer Data, other customers, or Supply25;
- d. the Customer or any Authorised User is in material breach of this Agreement; or
- e. the Customer's use of the Services is causing, or is reasonably likely to cause, material harm to the Services, Supply25, or any third party.

Any suspension under this clause shall be proportionate to the issue giving rise to it and limited to the extent reasonably necessary.

12.2 Scope of Suspension

Supply25 may suspend access in relation to specific users, functions, or components of the Services, rather than the Services as a whole, where Supply25 reasonably considers this appropriate.

12.3 Notice and Restoration

Supply25 shall use reasonable efforts to notify the Customer of any suspension and, where practicable, the reasons for it.

Prior notice may not be possible where immediate suspension is required to protect security, data, legal compliance, or the integrity of the Services.

Supply25 shall use reasonable efforts to restore access promptly once the circumstances giving rise to the suspension have been resolved.

12.4 Effect of Suspension

During any period of suspension:

- a. the Customer shall remain liable for all Fees and charges accrued prior to the suspension and for all Fees and charges continuing to accrue during the suspension period, including any fixed or recurring Fees, unless the suspension arises solely as a result of Supply25's breach of this Agreement;
- b. Supply25 shall restore access to the Services once the circumstances giving rise to the suspension have been remedied to Supply25's reasonable satisfaction; and
- c. the suspension is without prejudice to any other rights or remedies available to Supply25, including the right to terminate this Agreement by written notice where the cause of suspension is not remedied within fourteen (14) days of notice, or such other reasonable period as Supply25 may reasonably specify.

12.5 No Liability

Supply25 shall not be liable for any loss, damage, or interruption arising from a suspension carried out in accordance with this Agreement.

13. Term & Termination

13.1 Term

This Agreement shall commence on the Effective Date and shall continue for the duration of the applicable Subscription Term, unless terminated earlier in accordance with this Agreement.

Unless otherwise expressly agreed in writing by the Parties, this Agreement shall automatically expire at the end of the Subscription Term and shall not renew.

Any continuation of the Services beyond the Subscription Term shall require a new agreement or a written renewal agreed by both Parties.

13.2 Termination for Convenience

Either Party may terminate this Agreement for convenience by giving not less than thirty (30) days' written notice to the other Party.

Termination under this clause shall take effect at the end of the applicable notice period. Unless access is suspended earlier in accordance with this Agreement, the Customer shall continue to have access to the Services until the expiry of that notice period.

Termination for convenience shall not entitle the Customer to any refund of Fees already paid and shall not relieve the Customer of its obligation to pay any Fees properly due in respect of the then-current Subscription Term.

13.3 Termination for Cause

Either Party may terminate this Agreement immediately by written notice to the other Party if that other Party:

- a. commits a material breach of this Agreement which is incapable of remedy; or
- b. commits a material breach of this Agreement which is capable of remedy and fails to remedy that breach within thirty (30) days of receiving written notice requiring it to do so; or
- c. becomes insolvent, enters administration, liquidation, receivership, or any analogous insolvency or debt arrangement procedure, or ceases or threatens to cease carrying on business.

For the avoidance of doubt, failure by the Customer to pay any undisputed Fees in accordance with this Agreement, including where such failure continues following suspension under Section 12, constitutes a material breach.

13.4 Termination Following Suspension

Suspension of the Services under Section 12 does not, of itself, terminate this Agreement.

Supply25 may terminate this Agreement by written notice where the circumstances giving rise to a suspension are not remedied within the period specified in Section 12.4, or where any other ground for termination under this Section 13 arises.

13.5 Effect of Termination or Expiry

Upon termination or expiry of this Agreement, for any reason:

- a. all rights granted to the Customer to access and use the Services shall immediately cease;
- b. the Customer shall immediately cease all use of the Services and ensure that all Authorised Users do the same;
- c. any outstanding Fees, charges, or other amounts accrued up to the effective date of termination or expiry shall become immediately due and payable; and

- d. Supply25 shall have no obligation to continue providing the Services except as expressly required to support exit activities in accordance with Section 14.

13.6 Survival

Termination or expiry of this Agreement shall not affect any rights or obligations which by their nature are intended to survive termination or expiry.

Without limitation, the following provisions shall survive termination or expiry of this Agreement:

- Section 7 (Data Protection);
- Section 11 (Fees and Payment);
- Section 15 (Confidentiality);
- Section 18 (Limitation of Liability); and
- this Section 13.6.

14. Data Retention, Deletion & Exit Assistance

14.1 Data Ownership on Exit

Termination or expiry of this Agreement does not affect ownership of Customer Data. Subject to this Section 14 and Applicable Law, the Customer retains all right, title, and interest in and to its Customer Data.

14.2 Access During Notice Period

Unless access is suspended in accordance with this Agreement, the Customer may continue to access and use the Services up to the date on which this Agreement terminates or expires, solely for its internal business purposes and in accordance with this Agreement.

14.3 Data Export

Upon written request made within thirty (30) days after this Agreement terminates or expires, Supply25 shall make available to the Customer a reasonable export of Customer Data in a commonly used electronic format.

The export shall be limited to Customer Data that is ordinarily accessible to the Customer through the Services.

The export shall not include internal system metadata, audit logs, derived analytics, scoring logic, system configurations, or other data not made available to users as part of normal Service use.

Requests made after the expiry of the thirty (30) day period shall not be supported.

14.4 Data Deletion and Residual Retention

Following the expiry of the export period described in Section 14.3, Supply25 shall delete or anonymise Customer Data from its live production systems in accordance with its standard data retention practices, except to the extent that:

- a. retention is required by Applicable Law or a binding regulatory obligation applicable to Supply25; or
- b. Customer Data continues to exist for a limited period within encrypted system backups created prior to deletion, solely as part of Supply25's standard backup and disaster recovery processes.

Any Customer Data retained under paragraph (b):

- is not accessible for operational use;
- is not restored or made available to the Customer; and
- is automatically overwritten in accordance with Supply25's standard backup lifecycle.

For the avoidance of doubt, where the Customer has agreed in writing to extended data retention arrangements, those arrangements shall apply notwithstanding termination or expiry of this Agreement.

Personal Data handling on termination is further governed by Section 7 (Data Protection) and the Data Processing Schedule.

14.5 Exit Assistance

At the Customer's written request, Supply25 may provide reasonable exit assistance to support transition of the Services to the Customer or a replacement provider, provided that:

- a. such assistance is limited to activities reasonably necessary to facilitate

- transition;
- b. the scope, timing, and fees for such assistance are agreed in writing in advance; and
- c. the Customer provides timely instructions, access, and cooperation reasonably required to perform the assistance.

Exit assistance does not extend any applicable data retention periods or prevent deletion in accordance with Section 14.4 unless expressly agreed in writing.

Supply25 is not required to provide exit assistance beyond the scope of this Agreement or to recreate, transform, interpret, or validate Customer Data.

14.6 No Archival or Records Management Obligation

Unless expressly agreed in writing, the Services are not intended to function as a records management system or long-term data archive.

The Customer remains responsible for determining and implementing its own data retention, records management, and statutory archiving requirements.

15. Confidentiality

15.1 Definition of Confidential Information

For the purposes of this Agreement, Confidential Information means all information disclosed by one Party (the Disclosing Party) to the other Party (the Receiving Party), whether before or after the Effective Date, and whether in written, oral, electronic, or other form, that is marked as confidential or would reasonably be understood to be confidential given its nature and the circumstances of disclosure.

Confidential Information includes, without limitation:

- business, financial, commercial, contractual, and pricing information;
- technical information, software, systems, processes, methodologies, designs, and know-how;
- Customer Data and any other non-public data processed through the Services;
- information relating to the security, operation, architecture, performance, or roadmap of the Services; and

- any other proprietary or sensitive information relating to the Disclosing Party's operations, staff, suppliers, or customers.

15.2 Confidentiality Obligations

The Receiving Party shall:

- keep the Disclosing Party's Confidential Information confidential and not disclose it to any third party except as expressly permitted under this Agreement;
- use the Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement; and
- protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information, and in any event no less than reasonable technical and organisational measures.

The Receiving Party remains responsible for any breach of this section by any person to whom it lawfully discloses Confidential Information.

15.3 Permitted Disclosures

The Receiving Party may disclose Confidential Information:

- to its employees, officers, contractors, professional advisers, subcontractors, and service providers who have a legitimate need to know for the purposes of this Agreement, provided they are bound by confidentiality obligations no less protective than those set out in this section;
- where required by Applicable Law, regulation, court order, or governmental or regulatory authority, including under applicable freedom of information legislation, provided that, where legally permitted, the Receiving Party gives the Disclosing Party reasonable notice to allow it to seek protective measures; or
- where the Confidential Information has lawfully entered the public domain other than through a breach of this Agreement.

15.4 Public Sector Transparency

Nothing in this Agreement prevents a public sector Customer from complying with its statutory disclosure obligations.

Where a disclosure request relates to information identified by Supply25 as confidential or commercially sensitive, the Customer shall, where permitted by law, consult with Supply25 and consider any applicable exemptions or protections before disclosing such information, and shall disclose only to the extent legally required.

15.5 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

- was lawfully known to it prior to disclosure by the Disclosing Party;
- is independently developed without reference to the Disclosing Party's Confidential Information;
- is rightfully obtained from a third party without restriction on disclosure; or
- is or becomes public knowledge other than through a breach of this Agreement.

15.6 Remedies for Breach

The Parties acknowledge that unauthorised disclosure or misuse of Confidential Information may cause irreparable harm for which damages alone may be an inadequate remedy.

Accordingly, the Disclosing Party shall be entitled, in addition to any other rights or remedies available at law, to seek injunctive or equitable relief to prevent or remedy any actual or threatened breach of this section.

15.7 Return or Destruction of Confidential Information

Upon termination or expiry of this Agreement, each Party shall, upon the other Party's written request, promptly return or securely destroy all Confidential Information of the other Party in its possession or control, except to the extent that retention of such Confidential Information is:

- a. required by Applicable Law or regulatory obligation; or
- b. expressly permitted under this Agreement.

Any Confidential Information retained under this clause shall remain subject to the confidentiality obligations set out in this Agreement for so long as it is retained.

This clause does not apply to information that has been anonymised or aggregated in accordance with this Agreement.

15.8 Duration

The obligations set out in this section shall survive termination or expiry of this Agreement for a period of five (5) years.

Confidential Information that constitutes a trade secret shall remain protected for so long as it continues to qualify as a trade secret under Applicable Law.

16. Warranties & Disclaimers

16.1 Mutual Authority

Each Party warrants that it has full power and authority to enter into and perform this Agreement and that doing so does not breach any other agreement or obligation by which it is bound.

16.2 Supply25 Warranties

Supply25 warrants that it shall provide the Services:

- a. with reasonable skill and care; and
- b. in material accordance with this Agreement and any documentation expressly incorporated by reference.

Where Service Levels or support commitments are referenced, Supply25 shall use reasonable efforts to meet them in accordance with the Support Schedule. Service Levels do not constitute guarantees.

16.3 No Guarantee of Uninterrupted Service

The Customer acknowledges that the Services may from time to time be unavailable due to planned maintenance, unplanned outages, security events, third-party dependencies, or circumstances beyond Supply25's reasonable control.

Supply25 does not warrant that the Services will be uninterrupted, timely, or error-free.

16.4 Customer Warranties

The Customer warrants that:

- a. it has all necessary rights, permissions, and authority to submit, process, and use Customer Data in connection with the Services;
- b. the Customer Data does not infringe the intellectual property rights or other rights of any third party and complies with Applicable Law; and
- c. it shall use the Services in accordance with this Agreement and Applicable Law.

16.5 No Reliance on Outputs for Decision-Making

The Services are provided solely to support supplier assurance, risk assessment, and related processes.

The Customer remains solely responsible for its own decisions, evaluations, and actions taken in reliance on any outputs, reports, or information generated through the Services.

16.6 No Reliance on External Statements

The Customer acknowledges that it has not relied on any statement, representation, assurance, demonstration, or marketing material made by or on behalf of Supply25 that is not expressly set out in this Agreement.

No advice or information provided by Supply25, whether orally or in writing, shall create any warranty or obligation not expressly stated in this Agreement.

16.7 Exclusion of Implied Warranties

Except as expressly stated in this Agreement, Supply25 does not give any other warranties or assurances in relation to the Services.

To the fullest extent permitted by Applicable Law, all warranties, conditions, and other terms implied by statute, common law, or otherwise are excluded, including implied warranties of satisfactory quality, fitness for a particular purpose, and non-infringement.

Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited by law.

17. Indemnities

17.1 Customer Indemnity

The Customer shall indemnify, defend, and keep indemnified Supply25 against all losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from any third-party claim to the extent resulting from:

- a. Customer Data or any content submitted, uploaded, or otherwise made available through the Services;
- b. the Customer's or any Authorised User's use of the Services in breach of this Agreement or Applicable Law; or
- c. any misuse of the Services by the Customer or any Authorised User.

17.2 Supply25 Intellectual Property Indemnity

Supply25 shall indemnify the Customer against any direct losses, damages, liabilities, and reasonable costs and expenses awarded by a court of competent jurisdiction arising from a third-party claim that the Customer's authorised use of the Services in accordance with this Agreement infringes a United Kingdom intellectual property right.

This indemnity applies only to claims brought within the United Kingdom.

17.3 Exclusions from Supply25 Indemnity

The indemnity in Section 17.2 shall not apply to the extent that the claim arises from:

- a. use of the Services in combination with any products, services, software, or data not provided by or expressly approved in writing by Supply25;
- b. any modification of the Services other than by or on behalf of Supply25;
- c. use of the Services otherwise than in accordance with this Agreement or Supply25's written instructions; or
- d. Customer Data or any materials supplied by or on behalf of the Customer.

17.4 Infringement Remedies

This Section applies where a third party alleges that the Customer's authorised use of the Services in accordance with this Agreement infringes that third party's intellectual

property rights.

If such a claim is made, or Supply25 reasonably believes that such a claim is likely to be made, Supply25 may, at its option and expense:

- a. procure for the Customer the right to continue using the affected Services;
- b. modify or replace the affected Services so that they are non-infringing, without materially reducing their overall functionality; or
- c. terminate the affected Services and refund any prepaid Fees covering the unused portion of the Subscription Term for those affected Services.

17.5 Indemnity Procedures

A Party seeking indemnification under this Section shall:

- a. notify the indemnifying Party promptly in writing of the relevant claim;
- b. grant the indemnifying Party sole control over the defence and settlement of the claim; and
- c. provide reasonable cooperation at the indemnifying Party's request and expense.

Failure to comply with this section shall not relieve the indemnifying Party of its obligations except to the extent that such failure materially prejudices the defence or settlement of the claim.

17.6 Sole and Exclusive Remedies

Sections 17.2 to 17.4 set out the Customer's sole and exclusive remedies, and Supply25's entire liability, in respect of any third-party intellectual property infringement claim relating to the Services.

No indemnities are given by Supply25 except as expressly stated in this Agreement.

All indemnities under this Section are subject to the limitations and exclusions of liability set out in this Agreement, except where prohibited by Applicable Law.

18. Limitation of Liability

18.1 Unlimited Liability

Nothing in this Agreement limits or excludes either Party's liability for:

- a. death or personal injury caused by its negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any other liability which cannot be excluded or limited under Applicable Law.

18.2 Excluded Types of Loss

Subject to Section 18.1, neither Party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- a. loss of profits, revenue, or anticipated savings;
- b. loss of business, contracts, or commercial opportunities;
- c. loss of goodwill or reputation;
- d. loss or corruption of data, to the extent the affected Party has complied with its obligations under this Agreement, including applicable data protection and security obligations; or
- e. indirect or consequential loss,

arising out of or in connection with this Agreement.

For the avoidance of doubt, the categories of loss listed in this Section 18.2 are excluded whether such losses are characterised as direct or indirect, foreseeable or otherwise.

Nothing in this Section 18.2 excludes liability for direct losses to the extent such liability is expressly provided for elsewhere in this Agreement.

18.3 Services Provided at No Charge

To the extent that any Services, features, or functionality are provided to the Customer free of charge, or are designated as beta, preview, pilot, or early access features (together, Non-Chargeable Features), the following shall apply:

- a. such Non-Chargeable Features are provided "as is" and "as available", without

any warranties, guarantees, service levels, or support commitments, except as required by Applicable Law;

- b. Supply25 may modify, suspend, or withdraw any Non-Chargeable Feature at any time, with or without notice;
- c. to the fullest extent permitted by Applicable Law, Supply25 shall not be liable for any loss, damage, or interruption arising from or in connection with the use of Non-Chargeable Features; and
- d. any Customer Data processed through Non-Chargeable Features shall remain subject to the same data protection, security, and confidentiality obligations that apply to the production Services under this Agreement and the Data Processing Schedule.

18.4 Liability Cap

Subject to Sections 18.1 and 18.2, the total aggregate liability of Supply25 arising out of or in connection with this Agreement, including any breach of this Agreement, misrepresentation, or otherwise, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the higher of:

- a. £150,000, or
- b. 125% of the total Fees paid or payable by the Customer under this Agreement in the Contract Year in which the liability arises.

This liability cap applies separately to each Contract Year and is a single cumulative limit for all claims arising in that Contract Year, regardless of the number of claims or incidents.

Any service credits, refunds, or price reductions provided by Supply25 during the relevant Contract Year shall count towards, and reduce the remaining headroom under, the liability cap.

18.5 Allocation of Risk

The Parties acknowledge and agree that the limitations and exclusions of liability set out in this Section 18:

- a. reflect a reasonable allocation of risk between the Parties;
- b. have been taken into account in determining the Fees; and

- c. form an essential basis of the commercial bargain agreed between the Parties.

18.6 Relationship to Other Provisions

Nothing in this Agreement shall operate to exclude or limit Supply25's liability where such exclusion or limitation would be unlawful.

Any liability expressly assumed by Supply25 under an indemnity in this Agreement shall remain subject to the limitations and exclusions set out in this Section 18, unless expressly stated otherwise.

18.7 Mitigation

Each Party shall take all reasonable steps to mitigate any loss or damage arising out of or in connection with this Agreement.

19. Force Majeure

19.1 Definition of Force Majeure Event

For the purposes of this Agreement, a Force Majeure Event means any event or circumstance beyond a Party's reasonable control, and not caused by its failure to exercise reasonable care, which prevents or materially delays the performance of its obligations, including (without limitation):

- a. acts of God, extreme weather events, flood, fire, or other natural disasters;
- b. epidemic or pandemic;
- c. war, terrorism, civil unrest, or armed conflict;
- d. acts or omissions of government, public authorities, or regulators, including changes in law or failure to grant approvals;
- e. interruption or failure of utilities, telecommunications, internet connectivity, or cloud infrastructure not caused by the affected Party;
- f. malicious cyberattacks or large-scale security incidents, in each case not caused by the affected Party's failure to implement reasonable technical and organisational security measures; or
- g. any other event beyond the reasonable control of the affected Party.

19.2 Relief from Performance

A Party affected by a Force Majeure Event shall not be in breach of this Agreement, nor liable for any failure or delay in performance, to the extent that such failure or delay is caused by the Force Majeure Event.

The time for performance of the affected obligations shall be extended for the duration of the Force Majeure Event.

19.3 Notification and Mitigation

The affected Party shall:

- a. notify the other Party as soon as reasonably practicable of the Force Majeure Event and its anticipated impact on performance; and
- b. use reasonable endeavours to mitigate the effects of the Force Majeure Event and to resume performance as soon as reasonably practicable.

19.4 Payment Obligations

Nothing in this Section 19 excuses or suspends the Customer's obligation to pay Fees properly due for Services already provided prior to the Force Majeure Event.

19.5 Prolonged Force Majeure

If a Force Majeure Event continues for a continuous period of sixty (60) days and materially prevents the provision of the affected Services, either Party may terminate the affected Services, or where appropriate this Agreement, by giving written notice to the other Party.

Termination under this clause shall not affect any accrued rights or obligations prior to termination.

20. Public Sector Requirements

20.1 Compliance with Public Sector Obligations

Where the Customer is a public sector body, the Parties acknowledge that the Customer may be subject to statutory and regulatory obligations applicable to public sector organisations, including obligations relating to transparency, accountability, equality, and ethical standards.

Supply25 shall comply with such obligations only to the extent that they are:

- a. legally binding on Supply25; or
- b. expressly incorporated into this Agreement by written agreement of the Parties.

For the avoidance of doubt, nothing in this Agreement requires Supply25 to comply with the Customer's internal policies, guidance, procedures, or codes of practice unless expressly incorporated into this Agreement in writing.

20.2 Freedom of Information

Where the Customer is subject to freedom of information or transparency legislation, the Customer may be required to disclose information relating to this Agreement, the Services, or Supply25.

Where a disclosure request relates to information identified by Supply25 as confidential or commercially sensitive, the Customer shall, where reasonably practicable and permitted by law:

- a. notify Supply25 of the request;
- b. consult with Supply25 prior to disclosure; and
- c. consider in good faith whether any applicable exemptions or protections apply.

Nothing in this Agreement prevents the Customer from complying with its statutory disclosure obligations, but any disclosure shall be limited to the minimum extent required by law.

20.3 Audit and Assurance

Where required by Applicable Law, regulation, or a mandatory public sector framework, Supply25 shall provide reasonable information and cooperation for the sole purpose of verifying compliance with this Agreement or applicable legal obligations.

Any audit or assurance activity shall:

- a. be proportionate and limited to information reasonably required for that purpose;
- b. not unreasonably disrupt Supply25's business, operations, or security; and
- c. be subject to appropriate confidentiality obligations.

Nothing in this Agreement grants the Customer any general right to audit Supply25's systems, source code, internal networks, or commercial records beyond what is strictly required by law.

20.4 Ethical Standards

Supply25 confirms that it maintains policies and practices designed to support ethical business conduct, including measures addressing bribery, corruption, and modern slavery, where applicable.

Nothing in this Agreement requires Supply25 to monitor, enforce, or assume responsibility for the Customer's internal ethical, governance, or compliance obligations.

20.5 Equality and Accessibility

Supply25 shall use reasonable endeavours to design and maintain the Services in a manner that supports the Customer's compliance with the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018, including having regard to recognised accessibility standards such as WCAG 2.1 AA, where applicable to the nature of the Services.

The Customer remains solely responsible for ensuring that its use of the Services complies with its own equality, accessibility, and public sector duties.

20.6 Framework Terms

Where this Agreement is entered into pursuant to a public sector framework, any mandatory framework terms shall take precedence over this Agreement to the extent required by the applicable framework rules.

In respect of all matters not expressly governed by mandatory framework terms, this Agreement shall apply.

Where possible, this Agreement shall be interpreted so as to give effect to both the framework terms and these Terms and Conditions without conflict.

20.7 No Step-In or Control Rights

Except where expressly required by Applicable Law, nothing in this Agreement grants the Customer or any public authority any step-in rights, rights of operational control, or rights to direct or interfere with the manner in which Supply25 delivers the Services.

20.8 No Partnership or Agency

Nothing in this Agreement creates, or is intended to create, any partnership, joint venture, agency, fiduciary relationship, or relationship of employer and employee between the Parties.

21. Assignment & Subcontracting

21.1 Customer Assignment

The Customer shall not assign, transfer, novate, charge, subcontract, or otherwise dispose of any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Supply25, such consent not to be unreasonably withheld or delayed.

Any attempted assignment or transfer in breach of this clause shall be void and of no effect.

21.2 Supply25 Assignment

Supply25 may assign, transfer, novate, or otherwise dispose of this Agreement, in whole or in part, without the Customer's consent:

- a. to any member of its corporate group; or
- b. in connection with a merger, acquisition, internal reorganisation, or sale of all or substantially all of its business or assets relating to the Services.

Supply25 shall give the Customer reasonable written notice of any such assignment or novation.

Following any assignment or novation, this Agreement shall continue in full force and effect, and shall be binding on the successor or assignee. The Customer agrees to continue performance of its obligations to the relevant successor or assignee.

21.3 Subcontracting

Supply25 may subcontract or delegate the performance of any part of the Services to third parties without the Customer's consent.

Supply25 shall remain responsible for the performance of the Services and for the acts and omissions of its subcontractors as if they were its own, subject to the terms and limitations of this Agreement.

The Customer shall have no right to approve, veto, or require notification of Supply25's subcontractors, provided that Supply25 continues to comply with its obligations under this Agreement, including those relating to data protection, security, and confidentiality.

22. Relationship of the Parties

22.1 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement creates, or shall be deemed to create, any partnership, joint venture, agency, fiduciary, employment, or similar relationship between the Parties.

22.2 No Authority to Bind

Neither Party has authority to act on behalf of, represent, bind, or incur any obligation for the other Party, except to the extent expressly authorised under this Agreement.

22.3 Personnel

Nothing in this Agreement creates any employment, worker, agency, or similar relationship between a Party and the other Party's employees, contractors, or personnel.

Each Party remains solely responsible for the engagement, direction, supervision, remuneration, and compliance with all applicable employment, tax, and statutory obligations relating to its own personnel.

22.4 Non-Exclusivity

This Agreement is non-exclusive.

Each Party may, subject to the express restrictions set out in this Agreement, enter into

similar arrangements with third parties and may develop, provide, procure, or use products or services that are similar to, or compete with, those of the other Party.

22.5 Separate Responsibilities

Each Party is responsible for its own costs, expenses, taxes, insurance, and compliance with Applicable Law arising from or in connection with this Agreement, unless expressly stated otherwise.

22.6 No Third-Party Rights

This Agreement does not confer any rights or benefits on any person who is not a Party to it.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and no third party shall have any right to enforce any term of it.

23. Governing Law & Jurisdiction

23.1 Governing Law

This Agreement and any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with it, its subject matter, or its formation shall be governed by and construed in accordance with the laws of England and Wales.

23.2 Jurisdiction

Subject to Clause 23.3, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

23.3 Public Sector Statutory Rights

Nothing in this Agreement shall prevent a public sector Customer from bringing proceedings in another court or tribunal where it is required to do so as a matter of applicable law or statutory obligation, including in the exercise of public law or regulatory functions.

A. Data Processing Schedule

Definitions

Terms such as Controller, Processor, Personal Data, Processing, Data Subject, and Personal Data Breach have the meanings given in applicable data protection law, including the UK GDPR and the Data Protection Act 2018.

1. Roles of the Parties

The Parties acknowledge that, for the purposes of applicable data protection law:

- the Customer acts as Data Controller in respect of Personal Data processed through the Services; and
- Supply25 acts as Data Processor, processing Personal Data on the Customer's behalf.

2. Scope, Purpose, and Duration of Processing

2.1 Scope, Purpose and Duration

Supply25 shall process Personal Data solely for the purpose of providing, operating, maintaining, and supporting the Services in accordance with the Agreement and this DPS.

Personal Data shall be processed for the duration of the Agreement, unless otherwise required by applicable law or expressly agreed in writing.

3. Categories of Data and Data Subjects

3.1 Categories of Data Subjects

The Services may involve the processing of Personal Data relating to the following categories of Data Subjects:

- **Authorised Users**, including employees, contractors, or representatives of the Customer or any Participating Organisation who are authorised to access and use the Services for procurement, assurance, or contract management purposes.

- **Supplier representatives**, including employees or representatives of supplier organisations who access the Services to complete assessments, provide assurance information, or engage with procurement activities.
- **Other business contacts**, where their business contact details are submitted through the Services in connection with supplier assessments, procurement activities, or related communications.

3.2 Categories of Personal Data

The categories of Personal Data processed through the Services may include:

- c. **Business contact information**, such as name, job title, organisation name, business email address, and other professional contact details.
- d. **User account information**, including login credentials (such as email address and encrypted or hashed authentication data) and role or permission information associated with platform access.
- e. **Assessment and assurance information**, including responses provided by suppliers to questionnaires or assessment packages, together with related procurement, compliance, or assurance information submitted through the Services.
- f. **Technical and usage data**, such as IP address, device or browser information, access timestamps, and activity logs, collected for security, monitoring, troubleshooting, and platform improvement purposes.

The Services are not intended to process special category data (as defined under applicable data protection law) or criminal offence data. Users are instructed not to submit such data through the Services, and Supply25 does not require or request it as part of the standard operation of the platform. Any processing of such data would occur only where expressly agreed in writing and subject to appropriate safeguards.

4. Processing Instructions

4.1 Documented Instructions

Supply25 shall process Personal Data only on the Customer's documented instructions and in accordance with applicable data protection law.

For the purposes of this DPS, documented instructions consist solely of:

- the Agreement;

- this Data Processing Schedule; and
- the Customer's configuration and use of the Services in accordance with their intended functionality.

Where Supply25 is required by applicable law to process Personal Data otherwise than on the Customer's instructions, Supply25 shall notify the Customer before such processing unless prohibited by law.

4.2 Limits on Instructions

Supply25 is not required to comply with any instruction that:

- c. falls outside the intended functionality or scope of the Services;
- d. requires material modification or bespoke development of the Services; or
- e. would result in Supply25 acting as a joint controller or determining the purposes or means of processing.

Informal communications, including support requests or operational discussions, do not constitute documented instructions unless expressly agreed in writing.

4.3 Unlawful Instructions

Where Supply25 reasonably believes that an instruction infringes applicable data protection law, it shall notify the Customer without undue delay.

5. Security Measures

5.1 Technical and Organisational Measures

Supply25 shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access, taking into account the nature of the processing and the associated risks to individuals.

Such measures include, as appropriate:

- controls to restrict access to Personal Data to authorised users and systems only;
- encryption of Personal Data in transit and at rest using industry-standard methods;
- measures to support the availability and resilience of processing systems, including backup and restoration capabilities; and
- processes for identifying, responding to, and managing security incidents, including Personal Data Breaches.

5.2 Ongoing Security Management

Supply25 may update its technical and organisational security measures from time to time to reflect changes in risk, technology, or regulatory guidance, provided that such updates do not materially reduce the overall level of protection applied to Personal Data.

6. Subprocessors

6.1 General Authorisation

The Customer grants Supply25 a general authorisation to appoint Subprocessors to process Personal Data on its behalf where necessary to provide, operate, support, or secure the Services.

6.2 Subprocessor Controls and Responsibility

Where Supply25 engages a Subprocessor to process Personal Data on its behalf, Supply25 shall take reasonable steps to ensure that the Subprocessor is required to:

- process Personal Data only for the purpose of supporting the Services and only on Supply25's instructions; and
- implement appropriate technical and organisational measures to protect Personal Data, having regard to the risks of the processing.

Supply25 remains responsible for the processing of Personal Data carried out by its Subprocessors in connection with the Services, subject to the limitations and exclusions set out in the Agreement.

6.3 Information and Changes

Supply25 may add, replace, or update Subprocessors from time to time as part of normal service operations.

Upon reasonable written request, Supply25 shall provide the Customer with information identifying the Subprocessors engaged to process Personal Data on Supply25's behalf, including a description of the general processing function performed by each Subprocessor, to the extent reasonably required for the Customer to meet its obligations under applicable data protection law.

Supply25 is not required to obtain the Customer's consent or provide advance notice of changes to Subprocessors, except where and to the extent required by applicable data protection law or this DPS.

7. International Transfers

7.1 Location of Processing

Personal Data processed by Supply25 under this Agreement is processed within the United Kingdom and the EEA.

7.2 Transfers Outside the UK or EEA

Where Personal Data is transferred outside the United Kingdom or the EEA, Supply25 shall ensure that such transfers are carried out in compliance with applicable data protection law and only to the extent necessary to support the delivery, operation, security, or support of the Services.

Such transfers shall be subject to appropriate safeguards, which may include adequacy regulations, standard contractual clauses, international data transfer agreements, or other lawful transfer mechanisms recognised under applicable data protection law.

Where Subprocessors are involved in international transfers, Supply25 shall take reasonable steps to ensure that appropriate contractual and technical measures are in place having regard to the risks of the processing.

8. Assistance with Data Subject Rights

Taking into account the nature of the processing and the information available to it, Supply25 shall provide reasonable and proportionate assistance to enable the Customer to comply with its obligations under applicable data protection law in responding to Data Subject rights requests, to the extent that such requests relate directly to Personal Data processed by Supply25 under this Agreement.

9. Personal Data Breach

9.1 Breach Notification

Supply25 shall notify the Customer without undue delay and in any event no later than twenty-four (24) hours after becoming aware of a Personal Data Breach affecting Personal Data processed on the Customer's behalf under this Agreement.

9.2 Information and Cooperation

Following notification, Supply25 shall provide the Customer with reasonable information available to it relating to the Personal Data Breach, sufficient to enable the Customer to

assess the impact of the breach and meet any applicable obligations to notify supervisory authorities or Data Subjects.

9.3 Support and Mitigation

Taking into account the nature of the processing and the information available to it, Supply25 shall provide reasonable cooperation to support the investigation and mitigation of the Personal Data Breach, to the extent the breach relates to Supply25's processing activities under this Agreement.

10. DPIAs and Regulatory Consultation

Taking into account the nature of the processing and the information available to it, Supply25 shall provide reasonable and proportionate assistance to the Customer in relation to data protection impact assessments and any legally required consultations with supervisory authorities, to the extent that such assistance relates directly to Supply25's processing of Personal Data under this Agreement. Where such assistance goes beyond what is reasonable and proportionate, including where it requires material time or bespoke work outside normal service operations, Supply25 may provide such assistance on a time and materials basis at its standard rates, unless the assistance is required solely as a result of Supply25's breach of this Agreement.

11. Deletion and Return of Personal Data

11.1 Customer Choice on Exit

Following termination or expiry of the Agreement, the Customer may request either:

- a reasonable export of Personal Data processed on its behalf; or
- deletion of such Personal Data,

in each case in accordance with this DPS and the Agreement.

Any request for data export must be made within the timeframe specified in the Agreement.

11.2 Return of Personal Data

Where a data export is requested, Supply25 shall make available a reasonable export of Personal Data in a commonly used electronic format, limited to Personal Data ordinarily

accessible to the Customer through the Services.

The export shall be provided within a reasonable period, taking into account the scope of the request and the nature of the Services.

11.3 Deletion and Anonymisation

Following completion of any agreed data export, or where no export is requested, Supply25 shall delete Personal Data processed on behalf of the Customer in accordance with the Agreement, this DPS, and Supply25's documented retention and deletion practices.

Where Personal Data is anonymised rather than deleted, such anonymisation shall be carried out in accordance with Section 12 (Anonymised and Aggregated Data).

11.4 Legal, Regulatory, and Audit Retention

Supply25 may retain Personal Data where and to the extent required by applicable law, regulatory obligations, or public sector audit and financial record-keeping requirements.

Where retention is required by law, Supply25 shall restrict further processing of such Personal Data and delete or anonymise it once the legal requirement no longer applies.

12. Anonymised and Aggregated Data

12.1 Use of Anonymised and Aggregated Data

Supply25 may generate anonymised and aggregated data derived from use of the Services for purposes including analytics, security monitoring, research, benchmarking, and service improvement.

12.2 Anonymisation Standards

Anonymisation shall be carried out using appropriate technical and organisational measures to ensure that individuals, Customers, and suppliers cannot reasonably be identified.

12.3 Data Protection Status

The Customer acknowledges that anonymised or aggregated data:

- c. does not constitute Personal Data under applicable data protection law;
- d. does not form part of Customer Data; and
- e. is not subject to data subject rights, return, deletion, or restriction requests.

12.4 Retention and Use

Supply25 may retain and use anonymised or aggregated data on an ongoing basis, provided it is not used to identify any individual or organisation.

13. Records and Audit Information

Supply25 shall make available to the Customer such information as is reasonably necessary to demonstrate compliance with this Data Processing Schedule, to the extent required by applicable data protection law. Any audit or inspection rights are limited to those expressly required by applicable data protection law and are subject to the scope, conditions, and limitations set out in the Agreement.

14. General

14.1 Effect

This Data Processing Schedule forms part of the Agreement, takes effect on the same date, and remains in force for the duration of the Agreement.

14.2 No Legal Advice

Nothing in this DPS constitutes legal or regulatory advice. Each Party remains responsible for its own compliance with applicable data protection law.

14.3 Amendments and Precedence

Any amendments must be agreed in writing in accordance with the Agreement. Where required by applicable data protection law, this DPS shall prevail in the event of any conflict with the Agreement.

14.4 Relationship to the Agreement

This Data Processing Schedule (“DPS”) forms part of the Agreement between Supply25 and the Customer and applies where Supply25 processes Personal Data on behalf of the Customer in connection with the Services.

In the event of any conflict between this DPS and the Agreement, this DPS shall prevail in relation to data protection matters.

B. Support Schedule

Definitions

Capitalised terms used in this Schedule have the meanings given in the Agreement, unless expressly defined in this Schedule. Where a capitalised term is defined in this Schedule, that definition applies in this Schedule and in any other Schedule that uses the term without defining it.

“Business Hours” means Monday to Friday, 09:00–17:30 (UK local time).

“Buying Organisation” means a public sector body that undertakes procurement activity and engages in supplier assessment, assurance, and related procurement functions supported by the Platform.

“Customer” means the contracted Buying Organisation that has entered into a Service Agreement with Supply25 for the provision of the Services and is entitled to access the Platform and receive support in accordance with this Schedule. Where a Service Agreement is entered into on a central, collective, or representative basis, references to the Customer include the contracting organisation and any Buying Organisations it represents that are authorised to access and use the Platform under that agreement.

“Downtime” means the cumulative duration, measured in minutes, of any unplanned, platform-wide service interruption that prevents all Authorised Users from accessing the Platform or completing core workflows, where such interruption lasts more than three (3) consecutive minutes, and excluding Scheduled Maintenance, Emergency Maintenance, Third-Party Failures, and Force Majeure Events.

“Emergency Maintenance” means unplanned maintenance or patching required to mitigate active threats, security vulnerabilities, or critical system degradation, which may be applied with little or no notice to ensure platform integrity or availability and does not constitute Downtime, with notice provided where the nature or impact of the maintenance makes such notice appropriate.

“Extended Business Hours” means Monday to Sunday, 09:00–22:00 (UK local time).

“Incident” means any unplanned disruption or degradation of service affecting access to or functionality of the Platform.

“Online Support Form” means the structured digital form provided by Supply25 for submitting support requests, which captures information required for triage and prioritisation, and which is accessible to all users, but under which only requests submitted by Authorised Users of Customers, and limited Supplier requests as expressly permitted under this Schedule, are covered by this Schedule.

“Priority Levels (P1 / P2 / P3 / P4)” mean the classification used to assign severity to Incidents and Support Requests based on impact and urgency, as further described in this Schedule.

“Platform” means the cloud-based Software-as-a-Service (SaaS) application and associated infrastructure provided by Supply25 under the Service Agreement.

“Schedule” means this Support and Service Level Agreement, which forms part of the Service Agreement between Supply25 and the Customer and sets out the terms governing support services for the Platform.

“Scheduled Maintenance” means planned maintenance activities initiated by Supply25 to apply updates, infrastructure improvements, or known fixes, typically performed outside Business Hours and not constituting Downtime where at least two (2) Business Days’ notice is provided.

“Service Availability” means platform availability as calculated and measured in accordance with this Schedule.

“Supplier” means an organisation, and its authorised representatives, that uses or seeks to use the Platform to provide supplier assurance information, respond to Assessment Packages, or participate in procurement or assurance activities, whether independently or in connection with a Buying Organisation.

“Support Request” means a request for assistance or an incident report submitted by an Authorised User via the Online Support Form, enabling structured handling and prioritisation, and excluding requests submitted through unapproved channels.

“Third-Party Failures” means outages, delays, or service disruptions caused by providers or systems outside Supply25’s direct control, including cloud infrastructure, DNS services, email providers, or upstream APIs.

1. Overview and Scope of Support

This Support Schedule describes the support services provided by Supply25 in connection with the Customer's use of the Supply25 Platform under this Agreement.

Support is focused on maintaining platform availability, resolving incidents, and assisting users with the technical operation of the Platform. This Schedule applies for the duration of the Agreement and forms part of the contractual framework governing support.

1.1 Who Support Applies To

Support under this Schedule is provided to:

- The Customer.
- Authorised Users acting on the Customer's behalf.
- Suppliers, on a limited basis, where they are actively responding to an assessment issued through the Platform.

Supplier support is limited to technical assistance with accessing and using the Platform and does not extend to procurement, commercial, or assessment-related guidance.

1.2 What Support Covers

Support includes:

- Logging, triage, investigation, and resolution of platform incidents and service disruptions attributable to the Platform or Supply25-managed infrastructure.
- Assistance with access, authentication, user management, and account-related issues.
- Monitoring and incident communications, including updates during significant service issues.
- Clarification of platform documentation, release notes, and feature usage.
- Collection and triage of feedback submitted through support channels, without any commitment to implementation.

Guidance on platform use may be provided via documentation, recorded materials, or scheduled sessions and is not prioritised ahead of incident-driven support.

1.3 What Support Does Not Cover

Support does not include:

- Procurement, legal, or regulatory advice.
- Interpretation or completion guidance for assessment content.
- Bespoke configuration, custom development, or tailored workflows.
- Integration or troubleshooting of third-party systems or client-side IT environments.
- On-site training or supplier onboarding activities.

Requests outside this scope may be declined.

2. Support Channels and Availability

2.1 Support Channels

Support is primarily provided via Supply25's Online Support Form, which is the required channel for submitting all support requests. The form captures structured information to enable effective triage, prioritisation, and tracking.

- All submissions receive an automatic email acknowledgement confirming receipt.
- Only requests submitted via the Online Support Form are covered by this support schedule.

Support is provided to Customers and their Authorised Users. Supply25 may also provide limited technical assistance to Suppliers who are actively responding to live assessments, restricted to issues relating to access to and use of the Platform. Supplier support does not extend to procurement, assessment interpretation, or commercial matters.

2.2 Phone Support

Supply25 does not operate a general phone-based support desk.

Phone support is available only for confirmed Priority 1 (Critical) incidents, where time-critical remediation is required to maintain service continuity. In such cases:

- A phone contact option may be presented through the Online Support Form.
- Use of phone support is limited to genuine emergencies and does not replace the requirement to log the incident via the support form.

2.3 Support Availability

Support is provided during Business Hours, defined as Monday to Friday, 09:00–17:30 (UK local time), excluding bank holidays in England and Wales.

For Priority 1 (Critical) incidents, Supply25 provides enhanced handling during Extended Business Hours (Monday to Sunday, 09:00–22:00 UK local time), supported by internal escalation procedures.

2.4 Out-of-Hours Handling and Monitoring

- Support requests may be submitted at any time via the Online Support Form.
- Requests submitted outside Business Hours are logged automatically and reviewed at the start of the next Business Day, unless classified as Priority 1.
- Supply25 operates 24/7 automated monitoring to detect platform-wide service interruptions and critical failures.

Where automated monitoring or internal assessment identifies a Priority 1 incident outside Business Hours, Supply25 will prioritise investigation and response in line with this Schedule.

3. Incident Classification and Response Targets

Supply25 classifies and manages support incidents based on impact and urgency. Each Support Request is reviewed and assigned a priority level (P1–P4), which determines the applicable response and resolution targets.

3.1 Priority Definitions

P1 – Critical

A severe, platform-wide incident affecting all users, with no viable workaround, or a time-critical disruption that prevents procurement-critical activity. This includes confirmed or suspected security or privacy incidents presenting material risk.

P2 – High

A significant degradation of service affecting multiple users or organisations, where core functionality is impaired and no immediate workaround is available.

P3 – Medium

An issue affecting a single organisation or a limited subset of users, where a workaround exists and core workflows remain usable.

P4 – Low

Minor issues, cosmetic defects, or general queries that do not affect core workflows.

3.2 Response and Resolution Targets

The table below sets out Supply25's maximum target response and resolution times. These are service objectives rather than guarantees and represent the longest

timescales within which Supply25 aims to respond and resolve incidents. Where reasonably possible, incidents will be addressed and resolved sooner.

Priority	Target Initial Response	Target Resolution
P1 – Critical	Within 2 hours (during Extended Business Hours)	24 hours
P2 – High	4 hours (during Business Hours)	2 Business Days
P3 – Medium	1 Business Day	5 Business Days
P4 – Low	2 - 4 Business Days	As part of a future release, at Supply25's discretion.

Service levels and response targets set out in this Schedule are operational objectives only and do not give rise to service credits, refunds, or other financial remedies.

3.3 Measurement and Reclassification

Response times are measured during Business Hours, except for Priority 1 incidents, which are measured during Extended Business Hours. Where a Priority 1 incident is reported outside Extended Business Hours, response time measurement will commence at the start of the next Extended Business Hours period.

Initial priority indications provided to users are indicative only. Supply25 reserves the right to reclassify incidents following triage and will communicate any change in priority or expected handling.

4. Communications, Maintenance, and Availability

This section sets out how Supply25 communicates during incidents, manages platform maintenance, and measures service availability.

4.1 Incident Communications

For Priority 1 (Critical) and Priority 2 (High) incidents, Supply25 will provide clear and proportionate communications aligned to incident severity.

- **Acknowledgement**

All Support Requests submitted via the Online Support Form receive an automated acknowledgement confirming receipt.

- **Initial Response**

A personalised initial response will be provided within the applicable target timeframe, confirming priority classification and next steps.

- **Ongoing Updates**

- P1 incidents: Regular progress updates will be provided while the incident remains unresolved, typically every four (4) business hours during Extended Business Hours.
- P2 incidents: Updates will be provided where there is a material change in status or resolution timing.

- **Resolution Notification**

A confirmation will be issued once the incident is resolved, summarising the outcome or workaround applied.

Supply25 may provide additional communications where incidents affect time-critical procurement activity or multiple Customers.

4.2 Scheduled and Emergency Maintenance

Supply25 operates a continuous improvement and deployment model to maintain platform security, performance, and reliability.

- **Scheduled Maintenance**

- Where maintenance is expected to cause noticeable disruption, at least two (2) Business Days' notice will be provided.
- Maintenance will be scheduled outside Business Hours where reasonably practicable.

- **Emergency Maintenance**

Emergency maintenance may be carried out without prior notice where required to address security vulnerabilities, active threats, or critical system degradation. Notice will be provided where reasonably practicable.

4.3 Platform Updates

- **Minor Updates**

Minor updates, including bug fixes, performance improvements, and security patches, may be deployed without prior notice.

- **Major Updates**

Major updates that materially affect functionality, workflows, or require Customer action will be communicated in advance.

All updates are applied centrally by Supply25 and do not require manual action by Customers or users.

4.4 Service Availability Target

Supply25 aims to provide a reliable and resilient service to support procurement-critical activity.

- **Availability Target**

The platform has a target availability of 99.9%, measured on a monthly basis. This availability target is an operational objective and not a guarantee.

- **How Availability Is Measured**

Availability is calculated based on unplanned, platform-wide interruptions that prevent users from accessing or completing core workflows, excluding Scheduled Maintenance, Emergency Maintenance, and events outside Supply25's reasonable control.

- **Monitoring**

Platform availability is monitored using automated application-level and infrastructure monitoring.

4.5 Availability Exclusions

The following do not count towards availability calculations:

- Scheduled Maintenance with appropriate notice.
- Emergency Maintenance.
- Third-party infrastructure or service failures outside Supply25's control.
- Client-side issues, including local networks, devices, browsers, or firewall restrictions.
- Force Majeure Events as defined in the Agreement.

5. Customer Responsibilities and General Terms

5.1 Customer Responsibilities

To enable effective and timely support, the Customer is responsible for:

- Submitting clear and complete support requests, including relevant context and supporting information such as screenshots or steps to reproduce the issue.

- Nominating one or more internal contacts to act as the primary liaison for onboarding, support coordination, and escalations, and confirming these contacts to Supply25.
- Ensuring user credentials are kept secure, used only by the individual to whom they are assigned, and not shared.
- Notifying Supply25 of material changes to organisational structure, key personnel, or contact details that may affect account administration or support.
- Reviewing release notes and service communications made available via the Platform or agreed channels.
- The Platform is designed primarily for desktop use and performs best on modern, vendor-supported browsers.
- Supported desktop browsers:
 - Google Chrome on Windows or macOS.
 - Microsoft Edge on Windows or macOS.
 - Safari on macOS.

Where these responsibilities are not met and materially hinder support, Supply25 may pause response or resolution activities until adequate information or cooperation is provided.

5.2 Evolution of Support Services

Supply25 may update or refine its support processes, tooling, or operating model from time to time to reflect platform improvements, security requirements, or operational best practice.

Any such changes will not result in a material reduction to the overall level of support provided under this Schedule without reasonable notice to Customers.

5.3 Relationship to the Agreement

This Support Schedule forms part of the Agreement between Supply25 and the Customer.

In the event of any conflict between this Schedule and the main Agreement, the terms of the main Agreement shall prevail.

Nothing in this Schedule:

- Expands or varies Supply25's liability beyond that set out in the Agreement.
- Creates any additional warranties, guarantees, or service level commitments beyond those expressly stated.

SUPPLY25

Thank you

