



Bluesource Data Processing Policy

Last updated 1st August 2025

1 Introduction

At Bluesource, we are committed to protecting data and respecting privacy.

Data protection and the privacy of Data Subjects is important to Bluesource and this data processing policy ("Policy") explains what personally identifiable information ("PII") we collect from the Customer, why we need it, how we use it, the conditions under which we may disclose it to others and how we keep it secure.

We may change this Policy and our Privacy Policy from time to time, such as to comply with any changes in Data Protection Laws, so please occasionally check these, available at <https://www.Bluesource.co.uk/privacy-and-governance/>, to ensure that the Customer are happy with any changes.

Any questions regarding this Policy and our privacy practices should be sent to privacy@Bluesource.co.uk or by writing to Operations, Bluesource Information Limited, London, SE1 2TU. Alternatively you can telephone 020 7940 6200.

Data processing information which is specific to a particular service may be further detailed in the relevant Service Schedule.

This Policy, including the Schedules, is incorporated into the Agreement and forms part of the written (including in electronic form) contract between Bluesource and Customer, serving as the data processing agreement "DPA".

It applies to Personal Data processed by Bluesource and its Subprocessors in connection with its provision of goods and services to the Customer, under an Agreement. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects (Schedule 1), the applicable Technical and Organizational Measures (Schedule 2), and the details of Subprocessors (Schedule 3).

2 Definitions

For this Policy, the following definitions shall apply, in addition to those in the Master Terms and Conditions:

"Agreement"	an agreement, usually in the form of an order, Work Order, accepted quote, contract, statement of work, etc., to provide goods and/or services to the Customer.
"Controller"	shall mean the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, as defined by Data Protection Law.
"Customer"	Bluesource's customer interested in or obtaining goods and/or services from Bluesource or their supply chain.
"Customer Personal Data"	Personal Data belonging to the Customer.
"Data Breach"	shall mean a confirmed: <ul style="list-style-type: none">a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; orb) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects, as further described in Data Protection Law.
"Data Subject"	shall mean an identified or identifiable natural person as defined by Data Protection Law.

“Data Protection Law”	shall mean all applicable data protection and privacy legislation, regulations and guidance including GDPR, DPA, all legislation enacted in the UK in respect of the protection of personal data and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (all as amended, updated, or re-enacted from time to time).
“Designated Contact”	an employee of the Customer nominated as a contact point for Bluesource.
“DPA”	shall mean the Data Protection Act 2018.
“EU Standard Contractual Clauses”	shall mean the standard contractual clauses, published by the European Commission, https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply, as set out in section 6 below.
“GDPR”	shall mean the General Data Protection Regulation 2016/679.
“General Terms & Conditions”	unless otherwise agreed with the Customer, shall mean Bluesource’s standard General Terms and Conditions applicable to the Agreement. (a copy of which can be found at https://www.Bluesource.co.uk/privacy-and-governance/).
“Party”	shall mean a party to this Agreement and “Parties” shall be construed accordingly.
“Personal Data” or “PII”	shall mean any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is: <ul style="list-style-type: none"> a) provided by the Customer or its Authorized Users or derived from the Customer/Supplier relationship with Bluesource, their use of or derived from a Service; or b) accessed by Bluesource or its Sub processors (if applicable) to provide support under the Agreement or as reasonably necessary in the delivery of the Service, as a sub-set of Customer Data (as defined under the Agreement).
“Privacy Policy”	Bluesource’s privacy policy published at: https://www.Bluesource.co.uk/privacy-and-governance/ .
“Processor”	shall mean a natural or legal person, public authority, agency, or other body which processes personal data on behalf of the Controller, be it directly as processor of a Controller or indirectly as Subprocessor of a Processor which processes personal data on behalf of the Controller.
“Schedule”	shall mean the numbered Annex with respect to the EU Standard Contractual Clauses.
“Services”	the services to be provided by Bluesource to the Customer as described in a Service Schedule and/or Work Order, and subject to the terms this Policy and the General Terms and Conditions.
“Service Schedule”	the specific schedule relevant to the Services requested by the Customer. Service schedules for our standard services are available at: (available at https://www.Bluesource.co.uk/service-schedules/).
“SCC Relevant Transfer”	shall mean a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR, or applicable Data Protection Law can be met by entering into the EU Standard Contractual Clauses.
“Subprocessor” or “sub-processor”	shall mean Bluesource’s affiliates, partners and third parties engaged by Bluesource in connection with the Services and which process Personal Data in accordance with this Data Processing Policy.
“Support Data”	all data, including all text, sound, video, image files, or software, that are provided to Bluesource by or on behalf of Customer under an Agreement or produced during the relationship between the Parties, such as and not limited to support tickets, project documentation, statements of works, NDAs, contracts, purchase orders, invoices, and emails.

“Technical and Organisational Measures”	shall mean the technical and organizational measures for the relevant Service, such as those detailed in section 4.6.3, or as detailed in the Agreement (such as in the applicable Service Schedule) and Bluesource’s information security management system (“ISMS”), which is certified to ISO27001 for Information Security.
“Third Country”	shall mean any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.
“UK Addendum”	shall mean the International Data Transfer Addendum (“IDTA”) to the EU Standard Contractual Clauses issued by the Information Commissioner’s Office under s.119A(1) of the Data Protection Act 2018, as such Addendum may be revised under Section 18 therein.
“Work Order”	shall mean the document detailing an order for good and/or services agreed in writing by the Parties, including but not limited to: the Customer accepting a Proposal; issuing a purchase order to Bluesource; placing an order via an order form, email, or other means; or receiving a document labelled ‘work order’ from Bluesource.
“Worker”	Bluesource employee, agent, authorised contractor, or sub-contractor, engaged in provisioning and delivering part or all a Service.

3 Privacy Notice

- 3.1 Personal Data will be processed by Bluesource to maintain the relationship with Customer and to fulfil the respective commitments pursuant to Bluesource services, including, but not limited to:
 - Provision of Services,
 - Authentication to Services, access control, identification, and security (where applicable),
 - Communicating any notices pursuant to Agreement, and where appropriate
 - Sending Designated Contacts information regarding relevant Bluesource products, services, and events.
- 3.2 By providing Personal Data to Bluesource, the Customer represents and warrants that the Customer has obtained appropriate consent, where this is required, for such transfer and processing. Where authorizations, consent, instructions, or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the relevant Service. Where Bluesource informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Service. Customer shall forward such information and notices to the relevant Controllers.
- 3.3 It is the Customer’s responsibility as Controller to ensure that any Personal Data provided by the Customer, Customer employees, Customer contractors or Customer representatives is current, accurate and valid. If they wish to update Customer Personal Data, the Customer may do so by contacting their account manager at Bluesource or by emailing privacy@Bluesource.co.uk.
- 3.4 Bluesource shall not share, publish, sell, trade, give away, or in any other way use, disseminate or disclose Customer Personal Data, or transfer such Customer Personal Data from one country or territory to another, without the Customer’s prior written or contractual consent.
- 3.5 Bluesource may pass limited Support Data, relating to Customer contacts, to its outsourced marketing service provider/s for the sole purpose of providing marketing services to Bluesource and are not permitted to further process such data for any other purpose.
- 3.6 Occasionally, depending on the Service, Support Data, may need to be transferred to a relevant third-party to procure goods and/or services for the Customer or escalate a support issue to the manufacturer for assistance in resolution, etc.
- 3.7 Bluesource’s Privacy Policy can be referenced in full at:
www.Bluesource.co.uk/wp-content/uploads/2023/04/Privacy-Policy-Bluesource-April-2023.pdf

4 Personal Data and Data Processing

4.1 Where appropriate, terms used in this clause shall have the meanings ascribed to them by Data Protection Law.

4.2 *Grounds/Legal basis for processing*

Bluesource provides various Information Technology services to its customers ranging from software and hardware procurement, consultancy, support services, managed services, through to cloud based hosting ("IaaS") and software as a service ("SaaS") solutions. It has entered a contractual arrangement with Customer to provide specific goods and/or services under an Agreement ("Services") and process relevant Customer Personal Data for that purpose and to maintain the relationship between the Parties.

In connection with performing Services, Bluesource will process minimal Customer Personal Data as a Processor (or sub-processor, as the case may be) on behalf of Customer, who Bluesource acknowledge as the Controller and owner of such Customer Personal Data. Bluesource is the Controller for Support Data.

The details of the Processing carried out by Bluesource on behalf of Customer will be set out in the relevant Service Schedule or Work Order to the Agreement, where they differ from this Policy/DPA.

By contracting with Bluesource to provide goods and/or services, contractual consent is deemed to have been given by Customer to process relevant Personal Data for these purposes.

4.3 *Nature and location of processing*

4.3.1 Personal Data provided by the Customer is keyed or copied to Bluesource systems as Support Data, where it is stored, accessed, and reviewed in accordance with the terms of the Agreement.

4.3.2 As a global organisation headquartered in the United Kingdom, Customer information, including Support Data, may be accessible by Workers in the United Kingdom, UAE, Australia, Bulgaria, Norway, Philippines, South Africa, United States, Vietnam and Bulgaria to be able to provide services 24/7/365 to its customers.

Where such access occurs, processing is carried out on Bluesource's systems hosted within the UK and/or European Economic Area.

Where its Workers are based in a Third Country and are employees of a Subprocessor, Bluesource has entered into EU Standard Contractual Clauses as reasonably necessary for SCC Relevant Transfers (see section 6, International Processing) and completed any necessary transfer risk assessment (TRA).

4.3.3 As per clause 3.5 above, Bluesource may outsource some of its marketing activities and transfers only minimal applicable Personal Data belonging to Company contacts (as detailed in 4.4.1 below), to carefully selected Subprocessors in the UK. Such processing is limited to marketing Bluesource's goods and services, and any further processing for any other purpose is not permitted.

4.3.4 Support Data, as applicable, is used to:

- Maintain the relationship, such as and not limited to:
 - Raise quotes for services;
 - Raise contracts;
 - Communicate with the Customer;
 - Produce documentation throughout the relationship between the Parties;
 - Raise invoices and credits for Services;
 - Raise notices;
 - Advise Customer, via Designated Contact, on applicable services that may benefit them;
 - Identify Designated Contacts; and to
 - Comply with security and fraud prevention.
- Provide Services, such as and not limited to:
 - Raise, manage, and resolve support tickets (incidents, problems, change and informational requests);
 - Raise, manage and fulfil projects;
 - Procure and licence goods and/or services for Customer;

- Escalate issues on behalf of Customer to applicable third-parties, such as software vendors;
- Advise on Service performance, enhancements, changes, etc.; and for
- Access control (where applicable).
- Supply limited data to Bluesource's RAG AI tool, Moses, to aid resolving similar technical issues, trend analysis, problem management, assisting with proactive support and aiding Bluesource's productivity.

4.3.5 **Please note:** Certain services that the Customer may take out with Bluesource, such as email archiving, data backup, data migrations, email protection, etc., by the nature of the Service, may also process Customer's data ("**Customer Data**"), which is presented to Bluesource by the Customer for processing and could contain any category of Personal Data from any Data Subject, beyond the reasonable control of Bluesource and its suppliers.

4.4 *Categories of Personal Data*

4.4.1 Personal Data includes and is not limited to:

- Names;
- Job titles;
- Departments;
- Address;
- Email addresses;
- Telephone numbers.

4.4.2 Certain Services, and access to Bluesource websites and portals, may also capture necessary login details, unique identifiers, cookies and IP addresses for authentication, security, and customisation purposes. Further details can be found in Bluesource's privacy and cookie policies, which may be updated from time to time at <https://www.Bluesource.co.uk/privacy-and-governance/>.

4.4.3 During the relationship with Customer, Bluesource will not ask for and process Special Categories of Data, unless specifically required as part of a Service and instructed accordingly by the Customer as the Controller, or by the Customer as a Processor to the Controller, as applicable.

4.4.4 **Please note:** Certain services that the Customer may take out with Bluesource, such as email archiving, data migrations, data backup and Mimecast services, by the nature of the service, process Customer Data which may contain any category of Personal Data, beyond the reasonable control of Bluesource.

4.5 *Categories of Data Subjects*

4.5.1 Data Subjects include:

- Customer employees, designated contacts, contractors, customers, or representatives provided to Bluesource during the Customer's relationship with Bluesource; and
- Workers.

4.5.2 **Please note:** Certain services that the Customer may take out with Bluesource, such as email archiving, data migrations, data backup and Mimecast services, by the nature of the service, process Customer Data which may contain data relating to any category of Data Subject beyond the reasonable control of Bluesource.

4.6 *Data Processing Obligations*

Where Bluesource processes Customer Personal Data as Processor, Bluesource shall:

4.6.1 Only process Personal Data in accordance with this Policy and the Customer's written instructions as Controller/Processor to the Controller, as applicable, and to the extent necessary

to provide relevant Services and as reasonably required to maintain the supplier/customer relationship with Customer, i.e., minimal data.

- 4.6.2 Maintain a record of its processing activities in accordance with Data Protection Laws, such as Article 30 of GDPR.

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), to enable the other party to comply with any obligations relating to maintaining records of processing.

- 4.6.3 Taking into account current technologies, the costs of implementation and the nature, scope, context and purposes of processing, as well as the severity of the risks to the rights and freedoms of natural persons, take and maintain appropriate "Technical and Organisational Measures" (including, where applicable, complying with the Customer's policies and procedures relating to data protection) in relation to the Personal Data to ensure a level of security appropriate to the level of risk (and in assessing risk shall take account, in particular, of the risks that are presented by processing in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the personal data).

Such Technical and Organisational Measures shall include inter alia as appropriate:

- Access control on a "who needs to know, minimum rights" basis for both electronic and paper-based data,
- Maintaining an information security management system certified to ISO27001,
- Minimising the processing of Personal Data,
- The pseudonymisation and encryption of Personal Data,
- Transparency with regards to the functions and processing of Personal Data,
- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services,
- The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, and
- A process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- Where Bluesource uses a Subprocessor to process Customer Data, the Subprocessor shall abide by Bluesource's "Data Protection & Information Security Requirements For Suppliers" Policy, a copy of which is available at: <https://www.Bluesource.co.uk/data-privacy-and-processing/>, or where permissible other equivalent or superior security obligations, and as updated from time to time.
- Subprocessors are not permitted to use their own sub-processors, except where expressly permitted in writing by Bluesource.
- Where SCC Relevant Transfers occur, the data importer is not permitted to use sub-processors, except where expressly permitted in writing by the data exporter.

Bluesource has implemented a comprehensive Information Security Management system which is externally verified and certified to the ISO27001 standard to address these necessary measures.

- 4.6.4 Prior to carrying out any instruction from the Customer, notify the Customer if in Bluesource's reasonable opinion, such instruction is likely to result in a Data Breach, provided that Customer acknowledges and agrees that Bluesource is not a law firm or data privacy consultancy, and that advice on data privacy compliance is not within the scope of its Services, and that consequently Bluesource will have no liability whatsoever to any person whosoever for the giving or not giving, or the content or accuracy of, any such notification.

- 4.6.5 Except where covered under an Agreement or required to provide without charge under Data Protection Laws, at the Customer's expense (at a then agreed rate between the Parties) assist Customer with their compliance of relevant Data Protection Laws, to the extent applicable to the Customer being the Controller, considering the nature of the processing by Bluesource and the information available to Bluesource, such as:

- Completing and reviewing data protection impact assessments and prior consultations of relevant supervisory authorities, such as the Information Commissioners Office (“ICO”);
 - Making available reasonable information necessary to demonstrate Bluesource’s compliance with relevant Data Protection Laws;
 - Allowing and contributing to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer; provided that, in respect of this provision Bluesource shall immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Laws, poses a security risk to it or its other customers, or invades the privacy of others;
 - Considering the nature of the processing, aid the Customer within such timescales as the Customer may reasonably require from time to time, in connection with the fulfilment of the Customer’s obligation as Controller to respond to requests for the exercise of data subjects’ rights pursuant to Data Protection Laws to the extent applicable; and
 - So far as practicable, given Bluesource’s levels of access to and knowledge of the relevant Customer Personal Data, responding to requests by Data Subjects to exercise their rights over that Customer Personal Data, it being acknowledged and agreed that such assistance will be available to Customer only where the tools accessible to it as part of the relevant Service do not enable it to identify or extract relevant data without Bluesource’s assistance, and where Bluesource is technically able to do so.
- 4.6.6 Notify the Customer within 24 hrs of a Data Breach being confirmed which involves Customer Personal Data and shall reasonably and promptly assist and cooperate with Customer (or Controller, where this is not the Customer) in responding to inquiries and complaints concerning such compromise in a timely manner, including without limitation those inquiries and complaints brought by customers, employees, government, or regulatory authorities, or other third parties.
- 4.6.7 Notify Customer without undue delay should it:
- receive notice of any investigation or adverse finding by a Data Protection Regulator in relation to its Processing of Personal Data which could pose a risk to Customer Personal Data.
 - be under a legal obligation to Process Customer Personal Data, other than under the Customer’s instructions (or Controller’s, where this is not the Customer), in which case it shall inform the Customer/Controller of the legal obligation, except to the extent the law prohibits it from doing so.
 - receive any request from or on behalf of a Data Subject exercising their rights under the Data Protection Law in respect of Customer Personal Data under the exclusive control of Bluesource.
- 4.6.8 The Customer accepts that for Bluesource to deliver Services to the Customer, Bluesource may subcontract parts of Services, in accordance with this Policy/DPA and relevant Agreement, provided that any act or omission of a subcontractor shall, for all the purposes of this Agreement, be deemed to be the act or omission of Bluesource.
- 4.6.9 Where processing is carried out on behalf of Bluesource, Bluesource shall use only Subprocessors providing sufficient guarantees to implement appropriate and organisational measures in such a manner that processing will meet the requirements of Data Protection Law and ensure the protection of the rights and freedoms of the Data Subject. The same data protection obligations as set out in this Agreement shall be imposed on that Subprocessor contractually.
- 4.6.10 Ensure that Workers authorised to process Customer Personal Data are made aware of Bluesource’s obligations as Processor, subject to obligations of confidentiality, and receive training to ensure compliance with relevant Data Protection Laws.
- 4.6.11 Remain liable to the Customer for any failure of any Worker to act in accordance with the duties and obligations under an Agreement.

4.7 *Duration of processing*

- 4.7.1 At the choice of the Customer, delete or return all Customer Personal Data and other Customer Data to the Customer, other than Support Data reasonably required to be retained by Bluesource (for operational, compliance and legal requirements), at the end of the relationship between the Parties or at the termination of a Service, as applicable, and delete existing copies unless UK law/legislation or Data Protection Laws requires storage of the personal data, such as for accounting, tax and HMRC data, etc.,

- 4.7.2 It is Bluesource's policy, as with industry best practice, not to delete information from backups to maintain integrity. Support Data on backups will be destroyed when the backup is out of retention.

Should a system have to be restored, Bluesource will look back at deletion requests and where necessary, redo deletion requests received after the date of the backup used to do the restore.

In line with HMRC requirements, data retention is typically 6 years + current and backup data is encrypted.

4.8 **Notifications**

- 4.8.1 All notifications to Bluesource regarding data protection, information security and privacy should be sent to:
- Nick Jagers
Head of Operations and acting DPO
020 7940 6220
nick.jagers@Bluesource.co.uk; and
 - Privacy@Bluesource.co.uk
- 4.8.2 All notifications to Customer regarding data protection, information security and privacy, unless otherwise agreed in writing, shall be addressed to the Designated Contact.
- 4.8.3 To make it easy to raise a complaint, in the unlikely event they need to, we have a single email address that can be used complaints@Bluesource.co.uk. We will determine whether the complaint is service, compliance or HR related and engage the necessary individuals to deal with the complaint.

5 **Security of Processing**

- 5.1 Bluesource has implemented and will apply the Technical and Organizational Measures, such as those detailed in section 4.6.3 above. The Customer is deemed to have reviewed such measures and agrees that as to goods and services selected by the Customer to order from Bluesource, as per the Work Order, etc., the measures are appropriate considering the state of the art, the costs of implementation, nature, scope, context, and purposes of the processing of their Personal Data.
- 5.2 Bluesource applies the Technical and Organizational Measures relevant to a particular service offering to its entire customer base using that service and may change the Technical and Organizational Measures at any time, without notice, so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data. Bluesource will publish updated versions of its Service Schedules, including applicable Technical and Organizational Measures on its website.

6 **International Processing**

- 6.1 Where applicable for a specified Service, Bluesource shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this Policy/DPA outside the country in which the Customer or Controller is located as permitted under Data Protection Law and as detailed in the applicable Agreement, Work Order or Service Schedule.
- 6.2 Applicability of EU Standard Contractual Clauses:
- 6.2.1 The following shall solely apply in respect of SCC Relevant Transfers:
- 6.2.1.1 Where Bluesource is not located in a Third Country and acts as a data exporter for Customer Data, Bluesource has entered EU Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the EU Standard Contractual Clauses shall apply to such SCC Relevant Transfers.
- 6.2.1.2 Where Bluesource is not located in a Third Country and acts as a data exporter for data which it is the Controller for, such as Bluesource's own data (including Support Data), Bluesource has entered EU Standard Contractual Clauses with each Subprocessor as the data importer. Module 2 (Controller to Processor) of the EU Standard Contractual Clauses shall apply to such SCC Relevant Transfers.

- 6.2.2 Other Controllers or Processors whose use of the Services, such as SaaS or IaaS hosted by Bluesource for Customer, has been authorized by Customer under the Agreement may also enter into the EU Standard Contractual Clauses with Bluesource in the same manner as Customer in accordance with Section 6.2.1 above. In such case, Customer enters into the EU Standard Contractual Clauses on behalf of the other Controllers or Processors.
- 6.2.3 Where Customer is in a Third Country and acting as a data importer under Module 2 or Module 3 of the EU Standard Contractual Clauses and Bluesource is acting as the Customer's Processor under the applicable Module, the respective data exporter shall have the following third-party beneficiary right:
- If Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs Bluesource to erase or return the Personal Data.
- 6.3 Applicability of EU Standard Contractual Clauses where applicable Data Protection Law requires a variation to the EU Standard Contractual Clauses - Subject to sections 6.2.1, in relation to Personal Data that is protected by the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR") the EU Standard Contractual Clauses are interpreted as follows:
- 6.3.1 "Third Country" shall be interpreted as any country, organization or territory which is not acknowledged as providing an adequate level of protection of personal data pursuant to Section 17A of the United Kingdom Data Protection Act 2018; and
- 6.3.2 The "EU Standard Contractual Clauses" shall be interpreted as the "International Data Transfer Addendum to the EU Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 ("UK Addendum"), <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/> and shall apply completed as follows:
- i. the EU Standard Contractual Clauses, completed as set out above in Section 6.2.1 shall also apply to transfers of such Personal Data, subject to (ii) below;
 - ii. Tables 1 to 3 of the UK Addendum shall be deemed completed with the relevant information from the EU Standard Contractual Clauses, completed as set out above at Section 6.2.1, and the options "neither party" shall be deemed checked in Table 4. The start date of the UK Addendum (as set out in Table 1) shall be the date of the applicable Agreement.
- 6.4 Relation of the EU Standard Contractual Clauses to the Agreement - Nothing in the Agreement shall be construed to prevail over any conflicting clause of the EU Standard Contractual Clauses. For the avoidance of doubt, where this Policy/DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the EU Standard Contractual Clauses.

7 Authorised Sub-Processors

- 7.1 Subject to the service, the following sub-processors may be necessary to provide services to Customer, with minimal Support Data processed for the purposes outlined in this Policy and relevant Agreement:

- **Bluesource Inc** (Bluesource North America)

Part of the Bluesource group of companies and located in Dallas, U.S.A.

Purpose of processing: part of Bluesource's global service management centre, providing 24/7/365 support, monitoring, and managed services. Personal Data relating to contacts and support issues may be processed to provide the Services and raise service tickets. The systems processing the data are hosted within the UK and/or EEA.

Processing location (address): Suite 225, 1900 Enchanted Way, Grapevine, Dallas, Texas, 76051, USA using Bluesource's systems hosted within the UK and/or EEA.

To comply with the GDPR and Data Protection Law, "Standard Contractual Clauses" have been agreed between Bluesource and Bluesource Inc, as exporter and importer of Personal Data.

- **Cloudbridge**

Provision of fulltime exclusive workers to facilitate 24x7s services, who are otherwise treated as a Bluesource employees.

Purpose of processing: part of Bluesource's global service management centre, providing 24/7/365 support, monitoring, and managed services. Personal Data relating to contacts and support issues may be processed to provide the services and raise service tickets. The systems processing the data are hosted within the UK and/or EEA.

Processing location (address): Manila, Philippines.

To comply with the GDPR and Data Protection Law, a Transfer Risk Assessment has been completed and deemed low risk, permitting the transfer.

- **CloudWay**

Services: Specialist consultancy related to voice technologies.

Processing location (address): UK, Norway

- **Dogma**

Services: Specialist support and consultancy related to MS Dynamics.

Processing location (address): UK, India and Nepal.

To comply with the GDPR and Data Protection Law, their workers in India and Nepal are employees of the UK based company.

- **Fuse Technology Pty Ltd (previously Bluesource PTY Limited)**

An ex-member of the Bluesource group of companies and now an associate, located in Sydney, Australia.

Purpose of processing: part of Bluesource's global service management centre, providing 24/7/365 support, monitoring, and managed services. Personal Data relating to contacts and support issues may be processed to provide the services and raise service tickets. The systems processing the data are hosted within the UK and/or EEA.

Processing location (address): Level 2, 63 York Street, Sydney, NSW, 2000, Australia and Vietnam using the Processors systems hosted within the EEA

To comply with the GDPR and Data Protection Law, "Standard Contractual Clauses" have been agreed between Bluesource and Fuse Technology Pty Ltd, as exporter and importer of Personal Data, following a Transfer Risk Assessment having been completed and deemed low risk, permitting the transfer.

- **Harbor Solutions**

Bluesource partner specialising in backup technologies.

Purpose of processing: providing 24/7/365 support, monitoring, and managed services related to backup technologies, including backup-as-a-service ("BaaS"). Personal Data relating to contacts and support issues may be processed to provide the services and raise service tickets and process Customer backup data.

Processing location (address): UK.

- **Microsoft**

Services: MS Azure platform, hosting Bluesource's systems, and Office365. Also used for vendor escalation if applicable to a Service, such as the "Enhanced Support for MS" service.

Processing location (address): MS Azure within UK and/or EEA geography.

- **MS Azure OpenAI**

Services: Microsoft Azure's OpenAI Large Language Model (LLM) used in connection with Bluesource's internal RAG AI tool, Moses, used to aid support services and knowledge learning, and where applicable to aid marketing and professionals services, within Bluesource's acceptable use policy for AI.

Processing location (address): MS Azure within UK and/or EEA geography.

- **Mouton Global**

Services: Specialist support and consultancy related to networking.

Processing location (address): UK.

- **Nexus Open Systems**

Services: Specialist support and consultancy related to voice technologies.

Processing location (address): UK.

- **Proventeq**

Services: Specialist support and consultancy related to MS cloud technologies.

Processing location (address): UK, and India.

To comply with the GDPR and Data Protection Law, their workers in India are employees of the UK based company.

- **Vidette**

Purpose of processing: part of Bluesource's global service management centre, providing 24/7/365 support, monitoring, and managed services. Personal Data relating to contacts and support issues may be processed to provide the services and raise service tickets. The systems processing the data are hosted within the UK and/or EEA.

Processing location (address): UK, UAE, and South Africa using the Processors systems hosted within the EEA.

To comply with the GDPR and Data Protection Law, "Standard Contractual Clauses" have been agreed between Bluesource and Vidette, as exporter and importer of Personal Data, following a Transfer Risk Assessment having been completed and deemed low risk, permitting the transfer.

- **Distributers and Vendors (where relevant and specific to goods and/or services requested)**

Services: procurement and licensing of goods/services procured for Customer. Minimal Support Data relating to a Designated Contact or Data Subject may need to be processed for licensing, shipping, or support escalation.

Processing location (address): specific to goods and/or services requested.

- **HubSpot UK Holdings Limited**

Services: Marketing SaaS tool for Bluesource

Processing location (address): Europe in accordance with <https://legal.hubspot.com/hubspot-regional-data-hosting-policy>


7.2 Where a Service uses alternative and/or additional Subprocessors, clause 4.6.8 shall apply and as applicable, detailed in a Service Schedule and/or Work Order.

7.3 Applicability of sub-processors to services - The following table provides an overview of which sub-processors are likely to be involved in which services:

SERVICE	SUBPROCESSOR													
	Bluesource Inc.	Cloudbridge	CloudWay	Distributors & Vendors	Dogma	Fuse	Harbor	HubSpot	Microsoft	MS Azure OpenAI	Mouton Global	Nexus	Proventeq	Vidette
UK Business Hour Reactive Support										✓				
24/7 Reactive Support	○	✓				✓		○		✓				✓
Enhanced Support for MS		✓				✓			✓	✓			○	✓
Advanced Support for MS		✓				✓			✓	✓			○	✓
Managed Services		✓				✓	○			✓			○	✓
Professional Services	○		○	○	○		○			✓	○	○	○	○
Backup Services		✓		○		✓	✓			✓				✓
Bluesource's marketing activities				○				✓		✓				
MS Dynamics Services					✓					✓				
Networking Services										✓	✓			
Procurement of goods/services				○			○		○					
Voice Services										✓		✓		

○ applicable to the goods/services ordered.

8 Sign Off

For Bluesource	
Name	Nick Jagers
Position	Head of Operations
Signature	
Date	31/07/2025

9 Revision History

Revision Date	Reviser	Description of Revision
30/08/2023	Nick Jagers	Policy updated and republished
22/02/2024	Nick Jagers	Reviewed and rebranded
18/04/2024	Nick Jagers	Sub processors updated
09/04/2025	Nick Jagers	Update
11/06/2025	Nick Jagers	Applicability table added
31/07/2025	Nick Jagers	Updated for the use of AI within Buesource.

SCHEDULE 1 – DESCRIPTION OF PROCESSING

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the EU Standard Contractual Clauses and applicable Data Protection Law.

1 OPTIONAL CLAUSES OF THE EU STANDARD CONTRACTUAL CLAUSES

- 1.1 Except where applicable Data Protection Law requires a variation to the EU Standard Contractual Clauses then the governing law of the EU Standard Contractual Clauses shall be the laws of England and Wales and the English and Welsh courts shall have jurisdiction for any disputes arising out of or in connection with them.
- 1.2 The optional Clauses 7 (Docking Clause) of the EU Standard Contractual Clauses shall not apply.
- 1.3 The option in Clause 11a (regarding Redress) of the EU Standard Contractual Clauses shall not apply.
- 1.4 Where Bluesource is the Controller, Option 1, General Written Authorisation of Clause 9 shall apply in accordance with the notification periods set in the contract between the Controller and Subprocessor.

2 APPENDIX, ANNEX I A – LIST OF PARTIES

Under the EU Standard Contractual Clauses:

- 2.1 Module 2: Transfer Controller to Processor shall apply where Bluesource is deemed the Controller, such as for exporting Support Data to its Subprocessor, as the importer.
- 2.2 Module 3: Transfer Processor to Processor shall apply where Bluesource is deemed the Processor of Customer Data and exporting such data to its Subprocessor, as the importer.

The identity of relevant Parties is set out within the applicable Agreement and in terms of any SCC Relevant Transfers between Bluesource and their Subprocessor/s, the relevant contract between Bluesource and the Subprocessor.

3 APPENDIX, ANNEX I B – DESCRIPTION OF TRANSFER

As per Section 4 of the main part of this Policy/DPA above.

4 APPENDIX, ANNEX I C – COMPETENT SUPERVISORY AUTHORITY

The supervisory authority shall be the competent supervisory authority that has supervision over the data exporter in accordance with Clause 13 of the EU Standard Contractual Clauses. For the avoidance of doubt:

- i. Where either Bluesource or a UK based Customer is the exporter, this will be the ICO.
- ii. Where either Bluesource is outside the UK or a non-UK Customer is the exporter, it will be the relevant competent supervisory authority where the exporter resides.

SCHEDULE 2 – Technical and Organisational Measures

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of Annex II of the EU Standard Contractual Clauses and applicable Data Protection Law.

Bluesource uses the Technical and Organizational Measures outlined in Section 4.6.3 of the main part of this Policy/DPA above and where Customer Data is exported to a Subprocessor, it has been agreed between Bluesource and the relevant Subprocessor that appropriate Technical and Organizational Measure are in place, commensurate with the transfer and processing. The Subprocessor is not permitted to use sub-processors, except where expressly permitted in writing by Bluesource.

SCHEDULE 3 – List of Subprocessors

This Schedule 3 applies to describe the permitted Subprocessors for the purposes of Annex III of the EU Standard Contractual Clauses and applicable Data Protection Law.

Section 7 (Authorised Subprocessors) of the main part of this Policy/PDA, details Bluesource's permitted Subprocessors. Any Subprocessor is not permitted to use sub-processors of their own, except where expressly permitted in writing by Bluesource.