

This Service Schedule should be read in conjunction with the General Terms and Conditions (a copy of which can be found at: <https://www.bluesource.co.uk/privacy-and-governance/>) and the appropriate Work Order.

The Torsion Services ordered via a Work Order shall be provided by Torsion Information Security Limited and bluesource in accordance with this Service Schedule and relevant Documentation, or as otherwise advised to Customer in writing. The terms of Torsion's "end user licence agreement (EULA)" have been incorporated into this Service Schedule.

1 Service Overview

TORSION PROCUREMENT AND SUPPORT SERVICE (the "**Service**"), permits the Customer to procure Torsion Services through bluesource, utilising a framework agreement to facilitate the purchase of a Subscription and Support.

The Torsion Service provides the Customer with the ability to control access to its information resources, in the context of the systems which it uses to store those information resources. The Service also allows the Customer to gain visibility of people having the ability to access information resources (including various details pertaining to such access), and of people having accessed information resources (including various details pertaining to such access events), where such visibility is presented in a manner having value to the Customer.

The Service is predominantly provided by a software product which is owned and developed by Torsion hosted using cloud-based servers, which are controlled by Torsion and (presently) provided by Microsoft Azure. The Service is provided to the Customer over internet-based connections. Some components of the Software may be provided to the Customer to be installed on their own IT infrastructure, depending on the specific technical circumstances involved. In such circumstances, all software components shall remain owned by Torsion Information Security Limited.

Each order from the Customer to bluesource for Torsion Services (the "**Product**") shall be deemed to be an offer by the Customer to purchase the relevant Subscription and for bluesource to provide Support subject to the terms of this Service Schedule. The Customer understands and agrees that the latest version of the Service Schedule shall apply to any new Subscription or renewal of a Subscription.

For the purpose of this Service Schedule, in addition to the definitions in the General Terms and Conditions, the following apply:

"Customer Data"	the information that the Customer provides bluesource and/or Torsion in relation to the Products (including all relevant details which relate to the Customer's requirement for the provision of the Products and as such, part of the Support Data);
"Customer System(s)"	the information system(s) used by the Customer to which the Services will apply;
"Documentation"	the document made available to the Customer by bluesource or Torsion relevant to the Service;
"Service"	Torsion products procured by bluesource and subscribed to by Customer under this Service Schedule, together with applicable support provided by bluesource;
"Service Start Date"	the date the Service commences, as specified in a Work Order, or where this is not detailed, the date the Work Order is placed.
"SMC"	bluesource's global Service Management Centers providing Workers responsible for delivery of support;
"Torsion Services"	any Torsion service subscribed to by or on behalf of the Customer under this Service Schedule. The latest Torsion Services description is available at: https://www.torsionis.com/legal/ , or through bluesource;
"Software"	Torsion software applications to which access is provided as part of the Services.
"Subscription"	the rights of the Customer to use the Services for a specified quantity of Product and for a defined term (e.g., 2 months).
"Subscription Limit"	the maximum number of licensed users permitted to use the Torsion Services under a Subscription.
"Support"	the support service more particularly described in clause 11 which is to be provided by bluesource to Customer in relation to the Product.

“Term”	the term agreed for a Service under Agreement.
“Ticket”	a ticket raised for bluesource to resolve an Incident or query for Customer.
“Torsion”	bluesource’s partner providing the Torsion Services, namely Torsion Information Security Limited, a company registered in England and Wales with registered number 09949449 and having its registered office at Ground Floor Front Flat, 61 Belsize Park Gardens, London UK, NW3 4JN.

2 Licence

- 2.1 Subject to the Customer complying with the terms and conditions of this Service Schedule and relevant Agreement as a whole, the Customer will be granted a non-exclusive, non-transferable right, without the right to grant sub-licences, to use the Services and the Documentation in the course of the Customer's internal business operations.
- 2.2 The Customer shall not:
- 2.2.1 except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the Parties and except to the extent expressly permitted under this Agreement:
- a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- 2.2.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
- 2.2.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party (except as is expressly permitted under the terms of this Agreement), or
- 2.2.4 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.
- 2.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Bluesource.
- 2.4 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer unless otherwise subsequently agreed in writing.
- 2.5 The Customer understands that Torsion may accept or reject any customer as a customer of Torsion or may refuse to supply Product to any customer at Torsion’s absolute discretion. If, after the Agreement has come into existence, Torsion rejects Customer as a customer of Torsion, or refuses to supply Product to Customer, either Party may terminate the Agreement immediately without liability to the other by giving written notice to the other Party. In the event of termination under this clause 2.5 and without prejudice to any liability for any breach of the Agreement by the Customer that there may be, any fees paid by the Customer for the period after termination shall be refunded to the Customer by bluesource. Such refund constitutes the Customer's sole and exclusive remedy and bluesource’s entire liability for any termination under this clause 2.5

3 Changes to Subscription Limit

- 3.1 Customer shall notify bluesource if at any time their usage of the Torsion Service changes and bluesource will increase the relevant Service/s accordingly with Torsion.
- 3.2 Torsion will monitor the Subscription Limit and will notify bluesource if this is exceeded. As a result, bluesource may from time to time during the Term of any Service subscription, request the Customer to increase their Subscription Limit.
- 3.3 Bluesource will invoice the Customer on a pro-rata basis of the relevant Service Fee to extend the Subscription Limit to accommodate the additional subscription capacity required (“**Additional Subscriptions Fees**”).
- 3.4 The Customer shall settle the invoice for the Additional Subscription Fees in accordance with the terms of the invoice and General Terms and Conditions. If the Additional Subscription Fees are not paid within this time limit, the Customer's access to the Torsion Services may be suspended in accordance with clause 9.
- 3.5 Unless Customer notifies bluesource of a reduction in registered usage at least sixty (60) days prior to the expiry of the then current Term, the then current registered usage shall apply to any subsequent renewal Term;

4 Torsion Services

- 4.1 Torsion shall, within the terms of the Subscription, provide the Torsion Services and make available applicable Documentation to the Customer on and subject to the terms of this Agreement via bluesource.
- 4.2 Torsion shall use commercially reasonable endeavours to make the Torsion Services available 24 hours a day, seven days a week, except for:
- 4.2.1 planned maintenance. Bluesource or Torsion shall use reasonable endeavours to give the Customer at least 3 Business Days' notice in advance; and
- 4.2.2 unscheduled maintenance performed as necessary, provided that bluesource or Torsion has used reasonable endeavours to give the Customer at least 6 Business Hours' notice in advance.
- 4.3 Any requests for support for the Services should be directed to bluesource's SMC. See clause 11 (Support) for further information.
- 4.4 Customer acknowledges and agrees that:
- 4.4.1 Torsion may modify a Product, or release a new version of a Product at any time and for any reason including, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to advance innovation in its Product offerings;
- 4.4.2 bluesource may perform certain functions associated with the purchase, activation, support and management of the Subscription and Products. Those functions may be performed by any processes or tools used by bluesource; and
- 4.4.3 From time to time bluesource may implement such updates or changes to continue to perform its functions as bluesource in its sole reasonable discretion deems appropriate.
- 4.5 The Customer acknowledges that it is solely responsible for providing the Customer Data and that bluesource and Torsion shall rely on the Customer Data in determining and selecting the appropriate Products.

5 Delivery

- 5.1 bluesource will provide the Products based on the Customer Data. Any Customer Data provided by the Customer must be complete and accurate in all respects.
- 5.2 Any dates specified by the Customer for delivery in relation to an Agreement are an estimate only and in relation to the same, time shall not be of the essence nor shall time be made of the essence against bluesource by notice. If no delivery dates are specified, delivery will be within a reasonable time, as agreed with the Customer.

6 Term and Termination

- 6.1 This Service Schedule shall commence on the Service Start Date and shall continue for the Initial Term stated in the Work Order subject to the provisions of clause 9 (Term and Termination) of the General Terms and Conditions. Thereafter this Service Schedule shall automatically renew for additional 12-monthly Renewal Terms, unless terminated in advance in accordance with clauses 9.3 or 9.4 of the General Terms and Conditions.
- 6.2 For the avoidance of doubt, the Customer is required to provide at least 90 days' written notice in advance of the end date of any Term in order to terminate the Services on the end date of that Term. The Renewal Term Fee shall be payable in full at the same billing frequency as the Initial Term unless otherwise agreed in advance.
- 6.3 In accordance with clause 11.1 of the General Terms and Conditions, should the Agreement be terminated for any reason, any agreed sums owing, including any remaining balance of the Fee or Renewal Term Fee shall be due for payment in full by the Customer.
- 6.4 Where bluesource has been required to enter a Third-Party contract to facilitate the Service, as detailed in the relevant Agreement if applicable, clause 11.1.3 of the General Terms and Conditions shall apply.

7 Consequences of Termination

7.1 On termination of the Agreement for any reason:

7.1.1 all licences, Services and use of Products granted under the Agreement shall immediately terminate;

7.1.2 the Customer must pay bluesource any undisputed amounts due under the Agreement;

7.1.3 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and

7.1.4 The following Clauses in this Service Schedule shall survive termination:

- Intellectual Property Rights Indemnity, Clause 15;
- Consequences of Termination, this Clause 7; and
- Data Processing and Confidentiality, Clause 17.

8 Bluesource's Right to Vary These Terms

8.1 Every time the Customer orders a Subscription from bluesource via a Work Order, the terms of this Service Schedule and General terms and Conditions in force at the time of the Customer's order, will apply to the Agreement between the Customer and bluesource, collectively the "**Terms**".

8.2 bluesource may amend the Terms from time to time, such as and not limited to reflecting changes in relevant laws and regulatory requirements and will give the Customer not less than 30 days' notice of any changes to these Terms and unless otherwise agreed in writing by bluesource, the change shall apply to all Agreements on the expiry of the notice period referred to in this clause.

8.3 If the Customer objects to any amendment to the Terms as they apply to an Agreement in force at the time the amendment is notified to the Customer, the Customer must notify bluesource in writing before the change becomes effective. The Parties shall use reasonable endeavours to agree a variation to the Terms that achieves the intention of the amendment notified to the Customer pursuant to clause 8.2 and is mutually acceptable to both Parties. If the Parties are not able to agree a variation despite reasonable endeavours to do so, and bluesource does not withdraw its intention to amend the Terms as they apply to an Agreement the Customer may terminate all Agreements affected by the amendment to the Terms by giving thirty (30) days written notice (or such lesser period of notice as may be agreed in writing by bluesource. Notice of termination under this clause 8.3 must be served before the expiry of the notice period referred to above and shall take effect on the expiry of the notice. Notwithstanding the foregoing, unless otherwise agreed in writing by bluesource and unless the Customer has served notice to terminate the Agreements in accordance with this clause, the Customer's use of the Products after the change becomes effective means that the Customer accepts the changes.

9 Suspension

9.1 The Customer acknowledges and agrees that Torsion may disable the supply of Products for legal or regulatory reasons and bluesource will use reasonable endeavours to notify the Customer of the disablement of a Subscription as soon as commercially reasonable.

9.2 If Torsion suspends the supply of Products to the Customer, bluesource will also suspend billing to the Customer for the relevant Products until the suspension ceases unless the suspension is due to the Customer's failure to make payment under this Agreement or for any other breach of this Agreement.

9.3 Without limiting its other rights or remedies, bluesource shall have the right to suspend the supply of Products and Support and/or all further deliveries of Products and Support under an Agreement if:

9.3.1 The Customer fails to pay any amount due under the Agreement in accordance with clause 8 (Payments and Records) of the General Terms and Conditions; or

9.3.2 The Customer becomes subject to any of the events listed in Clause 9.4 (Term and Termination) of the General Terms and Conditions.

9.4 The Customer acknowledges and accepts that, notwithstanding any suspension of the Products by bluesource pursuant to clause 9.2, bluesource may continue to incur expenses and/or charges of Torsion (including charges for Products and usage of Products) which shall be payable by the Customer.

10 Service Availability

- 10.1 Torsion Services will be available 24x7x365.
- 10.2 Support is available from bluesource during the Business Day, as per clause 11.
- 10.3 Customer acknowledges that:
- 10.3.1 where emergency maintenance, updates, or other procedures are required to maintain the Service or prevent a failure, Customer may not be able to be notified in advance, based on the urgency and severity of the change; and
- 10.3.2 external factors beyond the reasonable control of bluesource and Torsion could rarely affect the availability of the Services and for this reason, together with the requirement for periodic maintenance, 24x7x365 availability is not guaranteed.

11 Support

- 11.1 bluesource will be the first point of contact for Customer's support and maintenance requirements, including changes to services and licence renewals, throughout the Term of the Service.
- 11.2 The SMC will be available during the Business Day to:
- provide technical support and Product queries to Customer relating to the Service; and
 - liaise with Customer and Torsion, as necessary, to resolve such problems.
- 11.3 When an incident is escalated to bluesource it is received and logged as a Ticket, assessed, and then assigned a priority based on bluesource's experience. An engineer will be assigned to start working on the ticket within a targeted response time ("Target Response Time") as below:

Priority Level	Definition	Target Response Time
Critical (P1)	P1 – Critical Business Impact	1 business hour
Major (P2)	P2 – Severe Business Impact	4 business hours
Medium (P3)	P3 – Inconvenient Business Impact	Next Business Day (within 20 hrs)
Minor (P4)	P4 – Minor Business Impact	2 Business Days

The Target Response Time applies only during the Business Day.

Faults originating from Customer's actions or require the actions of other service providers, are beyond the control of bluesource and Torsion and as such are specifically excluded from target response times.

- 11.4 Raising a Ticket:
- 11.4.1 A Ticket can be raised by a Designated Contact by calling the SMC on **0345 319 2200**, or by emailing **support@bluesource.co.uk**
- 11.4.2 P1 classified incidents must be reported by telephone in order to receive the appropriate response.
- 11.4.3 P2, P3 and P4 classified incidents may be reported by either telephone, or email.
- 11.4.4 Outside of the Business Day, issues may be reported via email and will be logged the following Business Day.
- 11.4.5 Where necessary to troubleshoot and resolve a Ticket, bluesource may, with the Customer's permission and supervision, have to remote on to the Customer's environment using appropriate software, such as "LogMeIn", or similar.
- 11.4.6 Should bluesource need to escalate to Torsion (for: expert product and service support with access to the highest technical resources available for problem resolution or new feature creation, attempting to duplicate problems and define root causes, using product designs, code, or specifications), bluesource will manage the escalation on behalf of Customer, through to resolution.
- 11.4.7 If the Customer needs to raise the priority of a Ticket for any reason it should contact the SMC who will endeavour to review the assigned priority on a case by case basis.

12 Payments and Records

- 12.1 bluesource will commence charging for the Service, in accordance with clause 8 (Payments and Records) of the General Terms and Conditions, from the date that the Service is made available to Customer. If bluesource or Torsion have been unable to make the Service available due to a failure by Customer to provide required information or due to Customer's act or omission, bluesource shall be entitled to commence charging for the Service and Customer shall be obliged to pay for the Service as if the Service had been made available;
- 12.2 bluesource may vary the charges for the Service and Customer will pay such charges provided that written notice prior to the expiry of the Initial Term or renewal Term. Such change will be effective from the commencement of the next renewal Term.

13 Bluesource's Obligations

- 13.1 Bluesource undertakes and shall procure that Torsion undertakes that the Services will be performed substantially in accordance with this Service Schedule and relevant Documentation and with reasonable skill and care. This undertaking shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to bluesource or Torsion's instructions, or modification or alteration of the Services by any party other than bluesource or Torsion, or their duly authorised contractors or agents. In addition, the performance of the Services will be based upon the input/instructions provided by the Customer. Bluesource and Torsion shall not be liable for any problems which may arise in relation to the Services which are caused by incorrect instructions or defective information provided by the Customer.
- 13.2 If the Services do not conform with the foregoing undertaking, bluesource and Torsion will, at their expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance which the Customer is willing to accept. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 13.1. Notwithstanding the foregoing, neither bluesource nor Torsion:
- 13.2.1 warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 13.2.2 is responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 13.3 Nothing in the Agreement and this Service Schedule shall not prevent bluesource and Torsion from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Service Schedule and associated Agreements.
- 13.4 Bluesource warrants and procures that Torsion shall maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

14 Customer's Obligations

- 14.1 In addition to its obligations under clause 4 of the General Terms and Conditions, the Customer shall:
- 14.1.1 Provide:
- a) all necessary co-operation in relation to the Services and Agreement; and
- b) all necessary access to such information as may be required by Bluesource and Torsion to procure, deliver and maintain the Services;
- 14.1.2 Comply with all applicable laws and regulations with respect to its activities under the Agreement;
- 14.1.3 Carry out all other Customer responsibilities set out in the Agreement, including this Service Schedule, in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, bluesource may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 14.1.4 Ensure that its personnel use the Services and the Documentation in accordance with the terms and conditions of the Agreement;
- 14.1.5 Obtain and shall maintain all necessary licences, consents, and permissions necessary for Bluesource, Torsion, their contractors and agents to perform their obligations under the Agreement, including without limitation the Services;
- 14.1.6 Ensure that its network and systems comply with the relevant specifications provided by Bluesource and/or Torsion from time to time; and

- 14.1.7 Be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Torsion's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 14.1.8 Determine whether the security and data protection offered by the selected Products and Services meet the Customer requirements.

15 Intellectual Property Rights and Indemnity

- 15.1 The Intellectual Property rights in the Service, Product and Software, including any bluesource and Torsion hardware or software used in connection with the Service, is and will always remain bluesource or Torsion property as applicable, or that of their licensors. Nothing in this Service Schedule and associated Agreements grants the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 15.2 Bluesource confirms that all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Service Schedule and associated Agreements, have been obtained.
- 15.3 In the event that the Service infringes any third party rights, bluesource will indemnify Customer against any loss or damage and shall defend and/or settle any third party claim that the Service infringes provided always that Customer promptly notifies bluesource of any such claim in writing and such assistance as it may reasonably require to settle and/or defend such action or proceedings (at bluesource's reasonable expense). Any award of costs, expenses and/or damages shall belong to bluesource. In such event, bluesource shall, at its option: (i) procure for Customer the right to continue to use the Service; (ii) make the Service available without infringing so far as bluesource and Torsion are aware of any third party Intellectual Property Rights; or (iii) terminate this Agreement upon written notice to Customer provided, however, that bluesource would refund to Customer a pro rata refund of prepaid fees that relate to the period after termination;
- 15.4 The indemnity in Clause 15.3 above shall not apply to any infringement resulting from: (i) use of the Service which does not comply with the uses permitted under this Agreement;(ii) any modification or change to the Service carried out by bluesource or Torsion according to Customer's specifications; or (iii) the combination of the Service with any third party product and/or service or modification undertaken by Customer without the prior written consent of Bluesource and Torsion.

16 Limitations of Liability

- 16.1 Except as expressly and specifically provided in a Work Order, where it has been agreed by both Parties, and in variance to the General Terms and Conditions where there is a conflict:
- 16.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for actions arising from such use. bluesource and Torsion shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to them by the Customer in connection with the Services, or any acts or omissions of the Customer's agents, personnel, users, or any third parties;
- 16.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from Agreements associated with this Service Schedule;
- 16.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.
- 16.1.4 bluesource's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the lower of (i) five times the total value of the fee paid to bluesource by the Customer in connection to the provision of the Services to the Customer during the 12 months immediately preceding the date on which the claim arose (where applicable), (ii) in the case where no such fee was paid, five times the value quoted by bluesource for the equivalent Services, or (iii) a cap of £500,000.

17 Customer Data

- 17.1 The Customer shall own all right, title, and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 17.2 Bluesource and Torsion shall follow its data storage procedures for Customer Data as may be notified to the Customer from time to time on request, and may be amended by bluesource or Torsion, as applicable, in their sole discretion from time to time.

In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Torsion to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Torsion in accordance with the archiving procedure described in Torsion's Data Storage Policy (www.torsionis.com/legal).

- 17.3 Bluesource and Torsion shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by bluesource or Torsion to perform services related to Customer Data maintenance and back-up).

18 Data Processing and Confidentiality

- 18.1 Personal Data provided by the Customer shall, unless otherwise agreed in writing by both Parties, be processed in accordance with bluesource's Data Processing Policy, available at <https://www.bluesource.co.uk/data-privacy-and-processing/>, and the relevant Agreement, including this Service Schedule and Documentation. Torsion's data processing is summarised in Schedule 1 below or as updated and advised to the Customer from time to time.
- 18.2 Customer acknowledges that information processed while performing the Services may contain personally identifiable information of individuals and associated metadata and that the processing of such information may therefore involve the processing of personal data. With respect to any and all data, including, but not limited to, third party data, personally identifiable information and associated metadata obtained by Torsion or bluesource pursuant to Customer's use of the Services (collectively, the "Data"), Customer shall take all necessary measures to ensure that it, and all its employees, are aware that their personal data may be processed as part of the Services and that they have given their consent to such processing as well as complied with their responsibilities as data controller or data subjects, as applicable, in accordance with applicable Data Protection Laws.
- 18.3 Customer understands and agrees that Torsion and bluesource has no control or influence over the content of the Data processed by Torsion and bluesource, and that Torsion and bluesource performs the Services on behalf of Customer.
- 18.4 The Customer acknowledges that Torsion utilises Microsoft Azure cloud services for hosting the Service and the Customer consents to such use. Should Torsion decide to move to a different cloud-service provider, it shall be entitled to do so. Torsion will apply all reasonable diligence to ensure that any such move is consistent with its obligations under this clause 18.

19 Third Party Providers

- 19.1 The Customer acknowledges that the Services interact with the Customer Systems and other systems and applications utilised by the Customer in relation to information management. bluesource and Torsion makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the use of any such systems.
- 19.2 Torsion has no liability for any acts or omissions of bluesource relating to the Service.

SCHEDULE 1 – Torsion Data Processing Summary

1 Type of Personal Data to be Processed:

- Name
- Business Email
- Role Title
- Profile Photograph
- Business Address
- Business Phone number
- Credentials necessary to login and identify an individual to be able to access and utilise the Services
- Licensing information related to the Service

2 Categories of Data Subject whose Data will or is likely to be processed

- Users associated with the Customer; and
- Workers associated with bluesource and Torsion.

3 Nature and Purpose of Processing

Torsion is processing Personal Data for the purposes of providing the Customer access to the Torsion Services. Torsion is also processing Personal Data for the purposes of administering its commercial relationship with Partner Resellers and licensing requirements.

The nature of the processing activities carried out by Torsion in respect of such Personal Data include the:

- Storage of data;
- Retrieval of data;
- Erasure of data; and
- Destruction of data

4 Duration of Processing

Processing will continue for as long as it is required to comply with the terms of the Agreement/s relating to the Service, and to comply with all relevant legal obligations.