



TERMS AND CONDITIONS OF BUSINESS

- (1) bluesource is engaged in the business of providing information technology and computer services.
- (2) In reliance upon bluesource's skill, knowledge and experience, the Company wishes to engage bluesource to provide Services, as set out more specifically in a Work Order and where applicable, a Service Schedule, and bluesource has agreed to accept the engagement on the terms and conditions of this agreement (the "Agreement").

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	this master service agreement, together with a Service Schedule, Proposal, Work Order, quotation, annexures and any other attachments to these documents, for Services and/or goods supplied to by bluesource to Company, and agreed by both Parties;
"Anniversary Date"	the date on which the Initial Term expires and the anniversary date of subsequent renewals;
"Business Day"	08:00 – 18:00 BST/GMT, as appropriate, on a day other than a Saturday, Sunday or a public or bank holiday in England and Wales or Scotland;
"Commencement Date"	the date on which this Agreement comes into force pursuant to clause 9 below;
"Company"	the person, firm or company purchasing Services from bluesource as identified in a Work Order and/or Service Schedule;
"Company Equipment"	the technical equipment belonging to or to be provided by the Company for use in the provision of Services;
"Confidential Information"	in relation to either Party, all confidential information disclosed to a Party or its employees, officers, representatives or advisors by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether labelled as confidential or not);
"Consultancy"	professional service work provided by bluesource to the Company for a specific piece of work or project, which may or may not be related to the Services;
"Data Breach"	shall have the meanings as described to them in the Data Protection Law.
"Data Controller"	shall have the meanings as described to them in the Data Protection Law.
"Data Processor"	shall have the meanings as described to them in the Data Protection Law.
"Data Subject"	shall have the meanings as described to them in the Data Protection Law.
"Data Protection Law"	means all applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and Data Protection Act 2018 ("DPA") (or, in the event that the UK leaves the European Union, 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 Company nominated as a contact for the provision of Service.
"Documents"	includes, but is not limited to, inventions, improvements, formulae, designs, programs, drawings, manuals, Source Codes, plans and any design documents prepared by bluesource as provided in the Service Schedule;
"Fees"	the price to be paid by the Company to bluesource as set out in a Work Order and/or Service Schedule, as amended by the Parties in writing from time to time;

“Group”	the “holding” and “subsidiary “companies of the Parties as defined in section 1159 of the Companies Act 2006;
“Initial Term”	the initial Term specified in a Work Order;
“Intellectual Property Rights”	patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
“Losses”	any losses, actions, costs, liabilities, expenses (including reasonable legal expenses), demands, claims and damages;
“Orderporter”	the website portal bluesource use for customers to view and accept electronic quotations, placing a Work Order with bluesource;
“Party”	a party to this Agreement and “Parties” shall be construed accordingly;
“Personal Data”	has the meaning given to it in Data Protection Law.;
“Premises”	the Company’s premises as specified in the Work Order and/or Service Schedule or such other premises as may be agreed in writing from time to time between the Parties;
“Privacy Policy”	bluesource’s privacy policy published at https://www.bluesource.co.uk/about/privacy-governance-terms/ or as superseded form time to time.
“Product”	An item ordered by the Company from bluesource.
“Proposal”	quotation document generated on Orderporter or issued by other means for Services and/or goods from bluesource;
“Services”	the services to be provided by bluesource to the Company as described in a Service Schedule, Proposal or Work Order, and subject to the terms of this Master Service Agreement;
“Service Schedule”	a service schedule detailing all of bluesource’s services, including those that the Customer has ordered as a Service and governed by the terms of this Agreement;
“Source Code”	computer software in eye-readable and other such form that it can be compiled or interpreted to produce equivalent computer software in object code, together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software;
“Special Categories of Data”	shall have the meanings as described to them in the Data Protection Law.
“Support Data”	all data, including all text, sound, video, image files, or software, that are provided to bluesource by or on behalf of Company through an engagement to obtain Services under this Agreement or produced during the relationship between the Parties, such as and not limited to support tickets, project documentation, contracts, purchase orders, invoices, and emails.
“Term”	the term of this Agreement or Service, as applicable according to the context;
“Third Party”	any individual, firm or company who does not have a direct connection with the Company or bluesource, such as a software vendor;
“Third Party Product”	a product produced or marketed by a Third Party;
“Work Order”	A sales order agreed in writing by the Parties, either through accepting a Proposal, issuing a purchase order to bluesource, or placing an order via an order form, email, or other means;
“Worker”	bluesource employee, agent, authorised contractor or sub-contractor, engaged in provisioning and delivering part or all of a Service.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic, facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

- 1.2.3 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented from time to time;
 - 1.2.4 a Schedule is a schedule to this Agreement, such as a Work Order and its respective Service Schedule under the MSA; and
 - 1.2.5 a clause or paragraph is a reference to a clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.3 Headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2 Provision of the Services

- 2.1 During the Term bluesource shall provide Services to the Company in accordance with the Agreement.
- 2.2 bluesource shall provide Services at the Premises or such other premises as agreed in writing between the Parties from time to time.
- 2.3 If bluesource fails to provide any Service in accordance with this Agreement or is aware of anything that would adversely affect the provision of the Service, bluesource shall notify the Company in writing and shall undertake such remedial action within 28 days of the breach occurring or the date on which bluesource should reasonably have been aware of the breach whichever is the earlier.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by bluesource and any illustrations or descriptions of products and services contained in bluesource's catalogues, websites, brochures or other marketing material, are issued or published for the sole purpose of giving an approximate idea of the products and services described in them. They shall not form part of the Agreement or have any contractual force.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by bluesource shall be subject to correction without any liability on the part of bluesource.

3 Order for Service

Except where agreed in writing, Services shall be agreed as follows:

- 3.1 Customer shall express an interest in a service provided by bluesource;
- 3.2 bluesource shall provide the Customer with a quotation for such services, either via a quote, Proposal or other means;
- 3.3 As applicable, bluesource shall provide the Company with a Service Schedule, statement of work ("SOW"), or other such documentation, relating to the Services;
- 3.4 The terms and conditions shall be agreed by both Parties, either by the acceptance of a Proposal, Service Schedule, or other means, and a Work Order placed with bluesource;
- 3.5 Unless otherwise agreed, the Company shall issue a purchase order to bluesource for the Services with the Work Order;
- 3.6 Work Order shall be accepted and Services provisioned by bluesource;
- 3.7 A Work Order and where applicable Service Schedules, shall not be legally binding or have any effect unless:
- 3.7.1 both Parties have signed it, either directly or by acceptance of a Proposal; and
 - 3.7.2 at the date of the Work Order, this Agreement has not terminated.
- 3.8 Company shall be invoiced for the Services in accordance with the Agreement;
- 3.9 No amendment shall be made to the Agreement except as agreed in writing between the Parties.
- 3.10 Unless otherwise agreed in writing between the Parties, the Agreement shall supersede all other terms and conditions, including any terms or conditions which the Company seeks to impose or incorporate under any purchase order, confirmation of order, specification or other document or which are implied by trade, custom, practice or course of dealing.

4 Company's Obligations

- 4.1 The Company shall:
- 4.1.1 allow bluesource and its Workers reasonable access to the Premises during the Business Day for the sole purpose of providing Services. Such access will be agreed in advance with the Company and with reasonable notice;

- 4.1.2 allow bluesource and its Workers reasonable use of any Company assets, Company Equipment, personnel and other facilities reasonably required for the purpose of providing the Services. Such use will be agreed in advance with the Company and with reasonable notice;
 - 4.1.3 provide bluesource with such information as may reasonably be required in connection with the performance of Services in a timely manner, and if requested, prior to the commencement of the Services;
 - 4.1.4 provide any necessary literature, books, policies and other material which the Company requires bluesource and its Workers to follow, such as security policies and Health and Safety guidelines whilst on site;
 - 4.1.5 be responsible (at its own cost) for preparing the Premises for the supply of the Services, except where this is included as part of the Service;
- 4.2 bluesource may charge the Company for any reasonable costs and expenses properly incurred by bluesource and can't be mitigated, as a direct result of any delay, variation in the Company's instruction and/or requirements, or any failure on the part of the Company to provide instructions in a reasonable and timely manner.

5 Mutual Obligations

- 5.1 The Company and bluesource shall each use reasonable endeavours to keep each other informed of any special requirements applicable to the Service, such as changes to regulatory compliance in their respective industries. To the extent necessary and appropriate, bluesource shall take reasonable steps to comply with such special requirements without any increase in the Fees payable, pursuant to clause 8 below, unless otherwise agreed between the Parties.
- 5.2 If the Company or any Third Party omit or do anything which prevents or delays bluesource from undertaking or complying with any of its obligations under this Agreement, bluesource shall not have any liability in respect of any such delay or failure in the provision of the Services.
- 5.3 Authorisation procedures in relation to the use of Company owned assets or access to the Company's systems and Premises to provide Service will be agreed in advance between the Parties in writing.

6 bluesource Obligations

- 6.1 During the Term bluesource shall:
 - 6.1.1 ensure that the Services are provided with the care, skill and diligence required of a professional firm in accordance with the terms of this Agreement and best practice in bluesource's industry, profession and trade;
 - 6.1.2 ensure that the Services are performed by Workers who are technically competent and properly qualified to provide the Services and ensure that workers comply with the Company's policies when attending the Premises to the extent the same have been provided in advance to bluesource;
 - 6.1.3 keep detailed records of all activities undertaken in connection with the provision of the Services and at the Company's reasonable request make such records available for inspection and/or provide copies to the Company
 - 6.1.4 comply with the reasonable instructions of the Company;
 - 6.1.5 only use any approved Company's Equipment and assets, or access to Premises, for the purposes of providing Services; and
 - 6.1.6 maintain suitable insurance policies that it deems reasonable in connection with the provision of the Services, such as Employer Liability, Professional Indemnity, Product and Public Liability.
- 6.2 Bluesource, as a Data Processor, warrants that it has complied and shall continue to comply with the requirements of applicable Data Protection Laws and any other legislation, in any jurisdiction which is applicable to bluesource's use of Personal Data, as amended or superseded.

7 Third Party Licences

- 7.1 bluesource shall:
 - 7.1.1 procure a licence for the Company to use any software, programs or applications supplied by bluesource as part of a Work Order; and
 - 7.1.2 use reasonable endeavours, subject to any Third Party licensing and end user licence agreements ("EULA"), to procure that any licences for Third Party products, including but not limited to any software to be purchased on behalf of the Company, as defined in a Work Order, contain terms which will allow the Company to use, adapt, maintain and support such Third Party Products or to allow new service providers to do so following termination.
- 7.2 Where applicable, the Company shall licence or procure a licence for the use of any software, programs or applications which are reasonably required for the Services and not provided by bluesource as part of the Service, at its own cost, including but not limited to server operating systems, anti-virus software and backup software. The Company shall procure that bluesource shall be entitled to use such licences on an unrestricted basis for the sole purpose of performing the Services.

8 Payments and Records

- 8.1 In consideration of the Services the Company shall pay to bluesource:
- 8.1.1 the Fees (exclusive of any value added tax); and
 - 8.1.2 such additional charges (if any) as are from time to time agreed in writing between the Parties, having regard to any services provided by bluesource in addition to those specified in a Work Order, payable at bluesource's then current rates.
- 8.2 The Company shall reimburse bluesource for reasonable expenses properly incurred in the provision of the Services and agreed in advance in a Work Order, such as for site visits.
- Such expenses, where applicable, shall include:
- 8.2.1 mileage;
 - 8.2.2 travel at standard/economy class fares;
 - 8.2.3 accommodation; and
 - 8.2.4 subsistence.
- 8.3 The Company shall pay each invoice submitted by bluesource in full and cleared funds within 30 days of receipt in pounds sterling, unless an alternative payment term has been agreed between the Parties in writing and in advance.
- 8.4 All sums payable pursuant to this Agreement are exclusive of any value added or other tax which shall be added to bluesource's invoices at the prevailing rate.
- 8.5 bluesource reserves the right to charge to the Company the amount of any mistake, error or omission in the Fee by bluesource or any supplier; for the avoidance of doubt, such Fee may, in part, be based on the Support Data.
- 8.6 Without prejudice to any of its other rights or remedies if the Company fails to pay on the due date for payment, bluesource may:
- 8.6.1 charge interest, from the date due for payment to the date of payment in full, at 2% per annum over Lloyds TSB Bank Plc base rate from time to time; and/or
 - 8.6.2 with prior written warning, suspend the Services without liability to the Company, until payment is received in full. Suspension of the Services under these circumstances is excluded from any availability measures or other SLAs.
- 8.7 Should any scheduled consultancy services be cancelled or rescheduled after the booking has been confirmed, the Company will be liable to pay the Fees (exclusive of any value added tax) as they fall due at the following percentages:
- 8.7.1 more than 5 days' notice 0%;
 - 8.7.2 between 5 days and 48 hours' notice 25%;
 - 8.7.3 between 48 hours and 24 hours' notice 50%; and
 - 8.7.4 less than 24 hours' notice 100%.
- 8.8 The Company may not withhold payment or take deductions from any invoice amount (by offset, counterclaim, or otherwise) before bluesource issues a credit. This includes returns, rebates, price adjustments, billing errors, shipping claims, handling fees, allowances, remittance costs and other charges.
- 8.9 The Company agrees that bluesource has the right at any time before delivery of Product to withdraw any discount and/or to revise any Fee quoted if there is a change in the cost to bluesource of supplying the Products whether by reason of exchange rate fluctuations, third party charges or otherwise. If a Fee is increased between the Work Order being placed and delivery of the Product, bluesource will inform the Company as soon as possible and give the Company the option of reconfirming the Work Order at the new price or cancelling the Work Order.
- 8.10 bluesource tries to ensure that all prices on its website, in its marketing materials, Proposals and its price lists are accurate, but errors may occur. If bluesource discovers an error in the Fee of the Products on the Proposal it will inform the Company as soon as possible and give the Company the option of reconfirming the Work Order at the correct price or cancelling.

9 Term and Termination

- 9.1 This Agreement shall commence on the date it is signed and shall continue until completion of the Services in accordance with the relevant Work Order, subject to earlier termination in accordance with this clause 9.
- 9.2 Notwithstanding any other provision in this Agreement, any consultancy work included as part of a Work Order will terminate once the work, project, or engagement has been confirmed as complete by the Company.

- 9.3 Either Party may terminate this Agreement or any Work Order by giving to the other not less than 90 calendar days' written notice after expiry of the Initial Term. The date of termination will be determined based on the then outstanding Work Orders which the Company and bluesource will mutually agree on. In the case of such termination, the provisions of clause 9.6 shall apply.
- 9.4 Without prejudice to bluesource's other rights or remedies, bluesource may immediately terminate this Agreement and/or any Order placed pursuant to this Agreement by serving written notice if any charges, such as Fees, owing under this Agreement or any Order are not paid within 30 calendar days of the Due Date for payment.
- 9.5 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 9.5.1 any charges, such as Fees, owing under this Agreement or any Order are not paid within 30 calendar days of the due date for payment and in accordance with clause 9.6;
 - 9.5.2 either Party commits a material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 28 calendar days after receiving written notice specifying particulars of the breach requiring it to be remedied;
 - 9.5.3 a receiver is appointed over any of the property or assets of that other Party;
 - 9.5.4 either Party becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 9.5.5 either Party goes into liquidation (except for the purposes of amalgamation or re-construction and in such a manner that the Company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 9.5.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party;
 - 9.5.7 either Party ceases, or threatens to cease, to carry on business.
- 9.6 Notwithstanding any other termination of this Agreement:
- 9.6.1 all Work Orders shall nevertheless continue in full force and effect for the remainder of their term, unless terminated in accordance with the terms of such Work Order; and
 - 9.6.2 termination of any Work Order and its corresponding Service shall not affect any other Services or this Master Service Agreement.
- 9.7 This Master Service Agreement shall automatically terminate on the termination of all Services by either Party.
- 9.8 On termination of a Service or the Master Service Agreement, the Company shall pay to bluesource any outstanding fees in respect of Services supplied but not yet paid for, upon receipt of a suitable invoice.
- 9.9 For the purposes of clause 9.5.2, a breach shall be considered capable of remedy if the defaulting Party can comply with the provision in question in all respects other than as to the timescales for performance.
- 9.10 The rights under this clause 9 shall not prejudice any other right or remedy of either Party.
- 9.11 All provisions of this Agreement which are, expressly or by necessary implication, intended to survive termination shall remain in full force and effect following termination.

10 Dispute Resolution

- 10.1 If a dispute arises under this agreement (**Dispute**), including any Dispute arising out of any amount due to a Party, then before bringing any suit, action or proceeding in connection with such Dispute, a Party must first give written notice of the Dispute to the other Party describing the Dispute and requesting that it is resolved under this dispute resolution process (**Dispute Notice**).
- 10.2 If the Parties are unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, then each party will promptly (but no later than five Business Days thereafter):
- 10.2.1 appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this Agreement ("**Designated Representative**"); and
 - 10.2.2 notify the other Party in writing of the name and contact information of such Designated Representative.
- 10.3 If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, then either Party may refer the matter for mediation by the Centre for Dispute Resolution (CEDR) or a similar body for mediation, whose decision shall be binding on the Parties.
- 10.4 Notwithstanding the foregoing, either Party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.

11 Effects of Termination

Upon the termination of this Agreement for any reason:

- 11.1 any sum owing under this Agreement, Service or Work Order shall be immediately payable;
- 11.2 clauses 1 (Definitions & Interpretations), 9 (Term & Termination), 10 (Dispute Resolution), this clause 11 (Effects of termination), 12 (Confidentiality), 13 (Non-Solicitation), 14 (Force Majeure), 15 (Costs), 16 (Notices), 17 (Relationship of the Parties and Publicity), 18 (Liability and Indemnity), 19 (Limitation of Liability), 21 (Warranties) and 28 (Law and Jurisdiction) shall remain in effect;
- 11.3 any rights or obligations to which any of the Parties to this Agreement may be entitled or be subject before its termination shall remain in full force and effect;
- 11.4 each Party shall (except to the extent referred to in clause 11.3) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information (where this is reasonably practicable); and
- 11.5 if terminated by either Party under clause 9.3, bluesource will be entitled to invoice the Company for payment of costs properly incurred up to the termination date (which may include costs relating to hardware, software, technical services, telecommunications contracts and the balance of any fees which bluesource have paid on behalf of the Company to Third Parties, which were spread over an agreed period of time and documented as part of the service charge) but only to the extent that they are non-cancellable or cannot be reduced in any way by bluesource.

12 Confidentiality

- 12.1 Each Party undertakes that, except as provided by clause 12.2 or as authorised in writing by the other Party, it shall always:
- 12.1.1 keep confidential all Confidential Information;
- 12.1.2 not disclose any Confidential Information to any other person;
- 12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
- 12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 12.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this clause 12.1.1.
- 12.2 Either Party may:
- 12.2.1 disclose any Confidential Information to:
- (a) their approved sub-contractor or supplier;
- (b) any governmental or other authority or regulatory body, where required by law; or
- (c) their employee or officer;
- to such extent only as is necessary for the purposes contemplated by this Agreement, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in clause (b) above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 12.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.
- 12.3 The provisions of this clause 12 shall continue in force, notwithstanding termination.

13 Non Solicitation

- 13.1 Both Parties acknowledge that during the period of the Agreement and for a period of twelve (12) months after its termination or expiry, neither Party shall entice or seek to employ or engage directly or indirectly (without the other Party's prior written agreement) or make or seek to make any offer of employment or engagement to any of the other Party's staff, including any of its subcontractors who have dealt with the other Party in the course of the negotiation, conclusion and performance of this Agreement and also including any staff in the other Party's Group.
- 13.2 Each Party acknowledges that damages may not be an adequate remedy for that Party if the other Party breaches this clause 13 and the non-breaching Party will be entitled to seek injunctive relief and any other equitable remedies with respect to such breach.
- 13.3 If any employee of a Party leaves the employment of that Party as a result of a breach of this clause 13, and commences employment with, or provision of services to, the other Party or any other member of the other Party's Group it shall pay the non-breaching Party 50% of the higher of:

13.3.1 the annual salary (including any benefits-in-kind, bonus payments, commissions and other emoluments) of the employee at the date that they ceased to be an employee of non-breaching Party; or

13.3.2 the annual salary of the employee at the time they commence employment by the breaching Party or other member of the breaching Party's Group.

13.4 Each Party acknowledges that any such payment is by way of liquidated damages and is a reasonable and genuine pre-estimate of non-breaching Party's losses.

13.5 The Parties agree that the provisions of this clause 13 will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally or to transfer of staff pursuant to the operation of Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) following termination of this Agreement.

14 Force Majeure

14.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider (ISP) failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question (an "event of force majeure"). Each Party shall, where the context permits, use all reasonable efforts to minimise the effects of the same and notify the other Party forthwith following it becoming aware of such an event of force majeure.

14.2 Subject to the affected Party promptly notifying the other Party in writing of the cause and the likely duration of the delay or inability to carry out any obligations pursuant to this Agreement, and subject to the affected Party using all reasonable efforts to recommence performance where possible without delay (including notifying the other Party of an outline of what remedial actions it intends to undertake), the performance of the affected Party's obligations, to the extent affected by the cause, will be suspended during the period that the cause persists.

14.3 If the event of force majeure has subsisted for a period of 28 calendar days, either Party may terminate the Agreement immediately without penalty on written notice to the other.

15 Costs

Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement and any associated Service Schedules.

16 Notices

16.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised representative of the Party giving the notice.

16.2 Notices shall be deemed to have been duly given:

16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

16.2.2 on the second business day following mailing, if mailed by national first-class mail, postage prepaid; or

16.2.3 on the tenth business day following mailing, if mailed by airmail, postage prepaid,

in each case addressed to the most recent address notified to the other Party.

16.3 All notices to bluesource, unless otherwise instructed in writing, should be sent to:

F/O Contracts,

Bluesource Information Limited

122 Tooley Street,

London

SE1 2TU

contracts@bluesource.co.uk

16.4 All notices to Company, unless otherwise agreed in writing, will be sent to the Designated Contact.

17 Relationship of the Parties and Publicity

17.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties or, except as expressly provided, shall it constitute, or be deemed to constitute an agency of any other Party for any purpose.

17.2 Neither Party shall use the trademarks or the name of the other Party in connection with any publicity or other materials without the prior written consent of the other Party.

17.3 Subject to any express provisions to the contrary in this Agreement, bluesource shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Company or bind the Company in any way.

18 Liability and Indemnity

18.1 Subject to clause 19, either Party shall indemnify the other against any Losses arising as a result of any material breach of this Agreement or of any applicable legal or regulatory requirements, except for Losses arising as a result of the negligence, misrepresentation, fraud, breach of this Agreement or wilful default of the non-breaching Party or any of its agents, delegates, employees or officers. Where either Party becomes aware of any facts, circumstances or matters whereby it is or may become entitled to claim under clause 18.1, it will inform the other Party in writing and in reasonable detail of those facts, circumstances or matters as soon as practicable after it first becomes aware of them.

18.2 bluesource shall, to the extent that it can do so lawfully and without prejudice to its own position, endeavour to take all reasonable steps with a view to mitigating any Losses suffered by it in relation to activities carried out pursuant to this Agreement.

18.3 All dates supplied for delivery are approximate only and time shall not be of the essence, accept where specifically implied as part of a Service, by an agreed service level agreement ("SLA").

18.4 In the event that any advice provided to the Company by bluesource was provided free of charge by bluesource then such advice is provided as is without any warranty of any kind from bluesource and bluesource shall have no liability in relation thereto.

18.5 Except where otherwise agreed in writing, bluesource shall not be liable for any delay or failure to provide any Products and Services agreed to be supplied under Agreement.

18.6 Notwithstanding any other provision under Agreement, the Company acknowledges that in the event that bluesource selects Products and Services in accordance with the Company's Information and the Company Information is subsequently found to be inaccurate and/or not complete for any reason other than bluesource's negligence then the Company acknowledges that bluesource shall have no liability in respect of the suitability of the Products and Services which have been selected by bluesource in accordance with such Company Information.

18.7 Except as expressly and specifically provided in the Agreement:

18.7.1 The Company assumes sole responsibility for results obtained from the use of the Product and/or Services by the Company, and for conclusions drawn from such use. bluesource shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to bluesource by the Company in connection with the Products and/or Services, or any actions taken by bluesource at the Customer's direction;

18.7.2 The Agreement sets out the full extent of bluesource's obligations and liabilities in respect of the supply of the Products and Services. 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 the Agreement.

19 Limitation Of Liability

19.1 Neither Party seeks to limit its liability (if any) in respect to the following: (i) fraud, or (ii) the death of, or personal injury to, any person caused by negligence, or (iii) their obligations under Data Protection Law, and (iv) any liability which cannot be legally capped or excluded.

19.2 Subject to clauses 19.1, 19.3, 21.1.4 and 21.3, each of the Company's and bluesource's total aggregate liability under or in relation to this Agreement or any Order (howsoever arising) shall be limited to £2 Million pounds.

19.3 Except for clause 19.1, neither Party shall accept any liability under or in relation to this Agreement, any Service Schedule or their subject matter (whether such liability arises due to an indemnity, tort, negligence, breach of contract, misrepresentation or for any other reason) for:

19.3.1 any loss of profits;

19.3.2 loss of sales or turnover;

19.3.3 loss of or damage to reputation;

19.3.4 loss of contracts;

19.3.5 loss of customers;

19.3.6 loss of, or loss of use of, any software or data;

19.3.7 loss of use of any computer or other equipment or plant;

19.3.8 wasted management or other staff time;

19.3.9 losses or liabilities under or in relation to any other contract;

19.3.10 indirect loss or damage;

19.3.11 consequential loss or damage;

19.3.12 loss(es) directly or indirectly due to network access by third parties; or

19.3.13 special loss or damage,

For the purposes of this clause 19 the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

20 Sub-Contracting

20.1 The Company accepts that in order for bluesource to deliver Services to the Company, bluesource may subcontract parts of Services, in accordance with clause 23.7.8, 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.

21 Warranties

21.1 bluesource warrants that:

21.1.1 it will use reasonable care and skill in performing Services and to a standard which conforms to generally accepted industry standards and practices;

21.1.2 all Workers involved in the performance of Services shall be suitably skilled to perform the tasks assigned to them properly;

21.1.3 Services will comply in all material respects with any technical specifications set out in the relevant part of the Service Schedule; and

21.1.4 it is either the sole beneficial owner of all Intellectual Property Rights in any work product produced by its employees or subcontractors in connection with or relating to this Agreement and/or the specifications of the Services or it has the right to licence the Intellectual Property Rights to the Company.

21.2 bluesource does not warrant that any result or objective whether stated in this Agreement or not, shall be achieved, be achievable or be attained at all or by a given completion date or any other date, except where provided as part of a service level agreement ("SLA").

21.3 The Company warrants to bluesource that any licenses, permits, rights, consents, registrations, approvals and titles, reasonably necessary in order for bluesource to provide the Services to the Company, including any licenses that the Company is required to procure pursuant to any Services, shall be in full force and effect throughout the Term of this Agreement and undertakes to indemnify and keep indemnified bluesource in full against any Third Party Intellectual Property claim relating to same.

22 Privacy Notice

22.1 Personal Data will be processed by bluesource to maintain the relationship 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 to relevant bluesource products, services, and events.

22.2 By providing Personal Data to bluesource, the Company represent and warrant that the Company has obtained appropriate consent required for such transfer and processing.

22.3 It is the Company's responsibility as Data Controller to ensure that any Personal Data provided by the Company, Company employees, Company contractors or Company representatives is current, accurate and valid. If Company wish to update Company Personal Data, the Company may do so by contacting their account manager or by emailing privacy@bluesource.co.uk.

22.4 Bluesource shall not share, publish, sell, trade, give away, or in any other way use, disseminate or disclose Company Personal Data, or transfer such Company Personal Data from one country or territory to another, without Company prior written or contractual consent.

22.5 Occasionally, depending on the Service, Support Data, may need to be transferred to a relevant third party to procure goods and services for Company or escalate a support issue to the manufacturer for assistance in resolution, etc.

23 Personal Data and Data Processing

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

23.2 Where bluesource, pursuant to this Agreement, processes Personal Data on behalf of the Company, bluesource acknowledges that the Company is the Data Controller and the owner of such Personal Data, and that bluesource is the Data Processor.

23.3 **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 and software as a service (“SAS”) solutions. It has entered into a contractual arrangement with Company to provide specific services under the Agreement (“Services”) and process relevant Company Personal Data for that purpose and to maintain the relationship between the Parties.

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

The details of the Processing carried out by bluesource on behalf of Company should be set out in the relevant Service Schedule or Work Order to the Agreement, where they differ from this clause 23 and Appendix 1 – Data Processing Summary.

By contracting with bluesource to provide services, contractual consent is deemed to have been given by Company to process relevant Personal Data for these purposes.

23.4 **Nature of processing**

23.4.1 Personal Data provided by the Company 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 and any applicable statement of work, service schedule or Work Order.

23.4.2 As a global organisation headquartered in the United Kingdom, Company information, including Support Data, may be accessible by Workers in the United Kingdom, United States, Australia 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 European Economic Area (“EEA”).

23.4.3 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 Company

 - Produce documentation throughout the relationship between the Parties
 - Raise invoices and credits for Services
 - Raise notices
 - Advise Company, via Designated Contact, on applicable services that may benefit the Company
 - Identify Designated Contacts
 - 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/services for Company
 - Escalate issues on behalf of Company to applicable third parties, such as software vendors
 - Advise on Service performance, enhancements, changes, etc.
 - Access control

23.4.4 **Please note:** Certain services that the Company 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 Company Data, including Personal Data, beyond the reasonable control of bluesource.

23.5 **Categories of Personal Data**

23.5.1 Personal Data includes but not limited to:

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

23.5.2 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.

23.5.3 During the relationship with Company, bluesource will not ask for and process Special Categories of Data, unless specifically required as part of a Service and instructed accordingly by the Company.

23.5.4 **Please note:** Certain services that the Company may take out with bluesource, such as email archiving and data backup, by the nature of the service, process Company Data which may contain any Category of Personal Data, beyond the reasonable control of bluesource.

23.6 **Categories of Data Subjects**

23.6.1 Data Subjects include:

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

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

23.7 **Data Processing Obligations**

Where bluesource processes Company Personal Data as Data Processor, bluesource shall:

23.7.1 Only process Personal Data in accordance with its Privacy Policy and the Company's written instructions as Data Controller and to the extent necessary to provide relevant Services and as reasonably required to maintain the supplier/customer relationship with Company;

23.7.2 maintain a record of its processing activities in accordance with Data Protection Laws, such as Article 30 of GDPR;

23.7.3 Taking into account the state of the art, 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 Company'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 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 to ISO27001 certification,
- 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;"

- 23.7.4 Prior to carrying out any instruction from Company, notify Company if in bluesource's reasonable opinion, such instruction is likely to result in a Data Breach, provided that Company 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 whatsoever for the giving or not giving, or the content or accuracy of, any such notification;
- 23.7.5 Except where covered under the Agreement or required to provide without charge under Data Protection Laws, at the Company's expense (at a then agreed rate between the Parties) assist Company with their compliance of relevant Data Protection Laws, to the extent applicable to the Company as Data Controller, considering the nature of the processing by bluesource and the information available to bluesource, such as:
- a) Completing and reviewing data protection impact assessments and prior consultations of relevant supervisory authorities, such as the Information Commissioners Office ("ICO");
 - b) Making available reasonable information necessary to demonstrate bluesource's compliance with relevant Data Protection Laws;
 - c) Allowing and contributing to audits, including inspections, conducted by the Company or another auditor mandated by the Company; provided that, in respect of this provision bluesource shall immediately inform the Company 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;
 - d) Considering the nature of the processing, aid the Company within such timescales as the Company may reasonably require from time to time, in connection with the fulfilment of the Company's obligation as Data Controller to respond to requests for the exercise of data subjects' rights pursuant to Data Protection Laws to the extent applicable; and
 - e) So far as practicable, given bluesource's levels of access to and knowledge of the relevant Company Personal Data, responding to requests by data subjects to exercise their rights over that Company Personal Data, it being acknowledged and agreed that such assistance will be available to Company 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.
- 23.7.6 Notify the Company within 24 hrs of a Data Breach being confirmed which involves Company Personal Data and shall reasonably and promptly assist and cooperate with Company (or Data Controller, where this is not the Company) 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.
- 23.7.7 Notify Company without undue delay should it:
- a) 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 Company Personal Data;
 - b) be under a legal obligation to Process Company Personal Data, other than under the Instructions, in which case it shall inform Company of the legal obligation, except to the extent the law prohibits it from doing so;
 - c) receive any request from or on behalf of a Data Subject exercising their rights under the Data Protection Law in respect of Company Personal Data under the exclusive control of bluesource.
- 23.7.8 Except where a subcontractor has been specified in a Service Schedule or Work Order which the Company is deemed to have accepted by taking out the relevant Service and placing a Work Order, as a Data Processor, bluesource shall not engage another processor to process Company Personal Data without prior specific, contractual or general written authorisation of the Company and inform the Company of any intended changes concerning the addition or replacement of other processors.
- 23.7.9 Where processing is carried out on behalf of bluesource, bluesource shall use only processors 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 other processor contractually.
- 23.7.10 Ensure that Workers authorised to process Company Personal Data are made aware of bluesource's obligations as Data Processor, subject to obligations of confidentiality, and receive training to ensure compliance with relevant Data Protection Laws.
- 23.7.11 Remain liable to the Company for any failure of any Worker to act in accordance with the duties and obligations under this Agreement.

23.8 ***Duration of processing***

- 23.8.1 At the choice of the Company, delete or return all Company Personal Data and other Company Data to the Company, 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.;

23.8.2 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 6 years + current.

23.9 **Notifications**

23.9.1 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

23.9.2 All notifications to Company regarding data protection, information security and privacy, unless otherwise agreed in writing, shall be addressed to the Designated Contact.

24 **Ownership; No Implied Licences**

- 24.1 As between bluesource and Company, bluesource owns and shall continue to own all rights in the bluesource technology, any inventions and improvements thereto made by bluesource, its employees, contractors or agents.
- 24.2 No implied licences or any other right or licence under any Intellectual Property Rights of bluesource are made under this Agreement except as expressly set out in this Agreement or Service Schedule.
- 24.3 The Parties acknowledge that if the Service includes software or services owned by and proprietary to a Third Party and that it is used under the terms of the Third Party, bluesource will ensure that the Company are made aware of and accept the terms of the Third Party Licence as outlined in an Order and the relevant part of the Service Schedule.

25 **Anti-Bribery and Anti-Corruption**

25.1 bluesource will:

- 25.1.1 comply with all applicable laws relating to anti-bribery and/or anti-corruption and with the Company's own anti-corruption policy as updated from time to time and provided to bluesource;
- 25.1.2 promptly notify the Company of:
- (a) any request or demand for any financial or other advantage received by it or any other person who performs services for or on behalf of it in connection with this Agreement; and
 - (b) any financial or other advantage it gives or intends to give, whether directly or indirectly in connection with this Agreement; and
 - (c) any breach of this clause 25; and
 - (d) provide evidence of its compliance with this clause 25 promptly on request.

26 **Nature of the Agreement**

- 26.1 Each Party shall be entitled to perform any of the obligations undertaken by it and to exercise any rights granted to it under this Agreement through any other member of its Group, provided that any act or omission of that other member shall, for all the purposes of this Agreement, be deemed to be the act or omission of the Party in question.
- 26.2 Subject to clause 26.1, this Agreement is personal to the Parties and neither Party may assign, mortgage, or charge (otherwise than by floating charge) any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the prior written consent of the other Party unless it is to another member of its Group.
- 26.3 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 26.4 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this Agreement shall limit a Party's liability for fraud or fraudulent misrepresentation.
- 26.5 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 26.6 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

- 26.7 Each of the Parties shall, at the request and cost of the other Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of this Agreement.
- 26.8 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement, this Agreement is not intended to and does not, give any person who is not a Party to it, any right to enforce any of its provisions.
- 26.9 Any act or omission of any subsidiary, employee, contractor, representative or agent of any Party involved in the performance of this Agreement shall be considered in relation to this Agreement as an act or omission of that Party.
- 26.10 This Agreement may be executed in a number of counterparts and shall come into force once each Party has executed such a counterpart in identical form and exchanged the same with the other Party. Execution is via signed acceptance of a Service Schedule relating to this Master Service Agreement, unless otherwise agreed in writing between the Parties;
- 26.11 Where required in the Service Schedule to provide a report or other written deliverables, bluesource shall supply one copy of the report to the Company and grants them a non-exclusive revocable licence (without the right to sub-licence) to use such materials for the Term. bluesource shall own all copyright, database and other Intellectual Property Rights in all such materials, subject to the rights granted to the Company under this clause 26.11.
- 26.12 The Parties agree that, save for Documents created exclusively for the Company pursuant to the Service Schedule (rights in which shall be owned by the Company), all other Intellectual Property Rights howsoever arising in all bluesource's documents, programs, materials and deliverables shall vest in and belong to bluesource and the Company shall at the request of bluesource take all such steps and execute all such assignments and other documents as bluesource may reasonably require to ensure that all such Intellectual Property Rights vest in and belong to bluesource.

27 Anti-Slavery and Human Trafficking

- 27.1 bluesource is committed to ensuring that there is no modern slavery or human trafficking in our business or our supply chains and takes reasonable measures to ensure this through its compliance with the Modern Slavery Act 2015 .
- 27.2 bluesource's policy on whistleblowing encourages all its workers, customers and other business partners to report any concerns related to the direct activities of bluesource or its supply chain. This includes any circumstances that may give rise to an enhanced risk of slavery or human trafficking. The whistleblowing procedure is designed to make it easy for employees to make disclosures, without fear of retaliation. The nature of the complaint will determine bluesource next course of action.
- 27.3 bluesource endeavours to carry out its own recruitment activities and/or to only use reputable employment agencies to source labour and carry out appropriate background checks. Personnel responsible for the recruitment activities in any of the subsidiaries are advised to adhere to this policy by ensuring that strict verification of potential employee's right to work is carried out before any offer of employment is made.
- 27.4 bluesource expects its subsidiaries and all supply chain to adhere to recruitment practices that ensure that all terms of employment are voluntary. Where necessary and if required, bluesource may request demonstration of compliance with their policy.
- 27.5 bluesource reserves the right to terminate its relationship with any business partner if cases of non-compliance with its Anti-Slavery and Human Trafficking policy are found, or if non-compliance is not addressed in a timely manner.

28 Law and Jurisdiction

- 28.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Subject to the dispute resolution procedure set out in clause 10, any dispute between the Parties relating to this Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.

Appendix 1 – Data Processing Summary

DATA PROCESSING SUMMARY / INSTRUCTION FOR PROCESSING	
In respect of services, application and/or systems containing Company Personal Data:	
	Response
<p>Purpose for which the Personal Data shall be processed and its legal basis, and nature of consent.</p>	<p>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 and software as a service (“SAS”) solutions. It has entered into a contractual arrangement with Company to provide specific services under the Agreement (“Services”) and process relevant Company Personal Data for that purpose and to maintain the relationship between the Parties.</p> <p>In connection with performing Services, bluesource will process Company Personal Data as a Data Processor (or sub-processor, as the case may be) on behalf of Company, who bluesource acknowledge as the Data Controller and owner of such Company Personal Data.</p> <p>The details of the Processing carried out by bluesource on behalf of Company should be set out in the relevant Service Schedule or Work Order to the Agreement, where they differ from clause 23 and this Appendix 1 – Data Processing Summary.</p> <p>By contracting with bluesource to provide services, contractual consent is deemed to have been given by Company to process relevant Personal Data for these purposes.</p>
<p>Nature of processing</p>	<p>Personal Data provided by the Company 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 and any applicable statement of work, service schedule or Work Order.</p> <p>As a global organisation headquartered in the United Kingdom, Company information, including Support Data, may be accessible by Workers in the United Kingdom, United States, Australia 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 European Economic Area (“EEA”).</p> <p>Support Data, as applicable, is used to:</p> <ul style="list-style-type: none"> • Maintain the relationship, such as and not limited to: <ul style="list-style-type: none"> ○ Raise quotes for services ○ Raise contracts ○ Communicate with the Company ○ Produce documentation throughout the relationship between the Parties ○ Raise invoices and credits for Services ○ Raise notices ○ Advise Company, via Designated Contact, on applicable services that may benefit the Company ○ Identify Designated Contacts ○ Comply with security and fraud prevention. • Provide Services, such as and not limited to: <ul style="list-style-type: none"> ○ Raise, manage and resolve support tickets (incidents, problems, change and informational requests) ○ Raise, manage and fulfil projects ○ Procure and licence goods/services for Company ○ Escalate issues on behalf of Company to applicable third parties, such as software vendors ○ Advise on Service performance, enhancements, changes, etc. ○ Access control <p>Please note: Certain services that the Company 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 Company Data, including Personal Data, beyond the reasonable control of bluesource.</p>

<p>Description of the categories of the Data Subjects</p>	<p>Data Subjects include:</p> <ul style="list-style-type: none"> • Company employees, designated contacts, contractors, customers, or representatives provided to bluesource during the Company's relationship with bluesource; and • Workers. <p>Please note: Certain services that the Company may take out with bluesource, such as email archiving and data backup, by the nature of the service, process Company Data which may contain data relating to any category of Data Subject beyond the reasonable control of bluesource.</p>
<p>Description of the categories of Personal Data</p>	<p>Personal Data includes but not limited to:</p> <ul style="list-style-type: none"> • Names; • Job titles; • Departments; • Address; • Email addresses; • Telephone numbers. <p>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.</p> <p>During the relationship with Company, bluesource will not ask for and process Special Categories of Data, unless specifically required as part of a Service and instructed accordingly by the Company.</p> <p>Please note: Certain services that the Company may take out with bluesource, such as email archiving and data backup, by the nature of the service, process Company Data which may contain any Category of Personal Data, beyond the reasonable control of bluesource</p>
<p>Categories of Special Category Data</p>	<p>During the relationship with Company, bluesource will not ask for and process Special Categories of Data, unless specifically required as part of a Service and instructed accordingly by the Company.</p> <p>Please note: Certain services that the Company may take out with bluesource, such as email archiving and data backup, by the nature of the service, process Company Data which may contain any Category of Personal Data, beyond the reasonable control of bluesource</p>
<p>Description of transfers of Personal Data to a country outside of the EEA.</p>	<p>As a global organisation headquartered in the United Kingdom, Company information, including Support Data, may be accessible by Workers in the United Kingdom, United States, Australia 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 European Economic Area ("EEA").</p>
<p>Duration of Processing</p>	<p>At the choice of the Company, delete or return all Company Personal Data and other Company Data to the Company, 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.;</p> <p>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 6 years + current.</p>

<p>General description of technical and organisational security measures</p>	<p>Taking into account the state of the art, 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 Company'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 measures shall include inter alia as appropriate:</p> <ul style="list-style-type: none"> a) Access control on a "who needs to know, minimum rights" basis for both electronic and paper based data, b) Maintaining an information security management system to ISO27001 certification, c) Minimising the processing of Personal Data, d) The pseudonymisation and encryption of Personal Data, e) Transparency with regards to the functions and processing of Personal Data, f) The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, g) 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 h) A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;"
<p>Authorised Sub-Processors</p>	<p>The following sub-processors are necessary to provide services to Company, with minimal Support Data processed for the purposes outlined in the Agreement:</p> <p>Bluesource Inc,</p> <p>Part of the bluesource group of companies and located in Dallas, U.S.A. Managed centrally from the UK as part of Data Processor's service management centre.</p> <p><i>Purpose of processing:</i> 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 EEA.</p> <p><i>Processing location (address):</i> Suite 225, 1900 Enchanted Way, Grapevine, Dallas, Texas, 76051, USA using Data Processors systems hosted within the EEA.</p> <p>Bluesource PTY Limited,</p> <p>Ex-bluesource group of companies and now an associate, located in Sydney, Australia. Managed centrally from the UK as part of bluesource's service management centre with Modal Clauses in place to protect Personal Data.</p> <p><i>Purpose of processing:</i> 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 EEA.</p> <p><i>Processing location (address):</i> Level 2, 63 York Street, Sydney, NSW, 2000, Australia using the Data Processors systems hosted within the EEA</p>

	<p>Microsoft</p> <p><i>Services:</i> MS Azure platform, hosting bluesource's systems, and Office365</p> <p><i>Processing location (address):</i> MS Azure within EEA geography.</p> <p>Distributers and Vendors (where relevant and specific to goods/services requested)</p> <p><i>Services:</i> procurement and licensing of goods/services procured for Company. Minimal Support Data relating to a Designated Contact may need to be processed for licensing, shipping, or support escalation.</p> <p><i>Processing location (address):</i> specific to goods/services requested.</p>
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