

## 1 Introduction

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

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

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

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

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

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

<b>"Agreement"</b>	an agreement, usually in the form of an order, contract, statement of work, etc., to provide goods and/or services to the Customer.
<b>"Customer"</b>	bluesource's customer interested in or obtaining goods and/or services from bluesource or their supply chain.
<b>"Customer Personal Data"</b>	Personal Data belonging to the Customer.
<b>"Data Breach"</b>	shall have the meanings as described to them in the Data Protection Law.
<b>"Data Controller"</b>	shall have the meanings as described to them in the Data Protection Law.
<b>"Data Processor"</b>	shall have the meanings as described to them in the Data Protection Law.
<b>"Data Subject"</b>	shall have the meanings as described to them in the Data Protection Law.
<b>"Data Protection Law"</b>	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).
<b>"Designated Contact"</b>	an employee of the Customer nominated as a contact point for bluesource.
<b>"Party"</b>	a party to this Agreement and "Parties" shall be construed accordingly.
<b>"Personal Data"</b>	has the meaning given to it in Data Protection Law.
<b>"Privacy Policy"</b>	bluesource's privacy policy published at: <a href="https://www.bluesource.co.uk/about/privacy-governance-terms/">https://www.bluesource.co.uk/about/privacy-governance-terms/</a> .
<b>"Service Schedule"</b>	the specific schedule (available at <a href="https://www.bluesource.co.uk/privacy-governance-terms/">https://www.bluesource.co.uk/privacy-governance-terms/</a> ) relevant to the Services requested by the Customer.

**“Support Data”** all data, including all text, sound, video, image files, or software, that are provided to bluesource by or on behalf of Customer under an Agreement or produced during the relationship between the Parties, such as and not limited to support tickets, project documentation, contracts, purchase orders, invoices, and emails.

**“Work Order”** the document detailing an order for Services and/or Goods agreed in writing by the Parties, including but not limited to: the Customer accepting a Proposal; issuing a purchase order to bluesource; placing an order via an order form, email, or other means; or receiving a document labelled ‘work order’ from bluesource

## 2 Privacy Notice

2.1 Personal Data will be processed by bluesource to maintain the relationship with Customer and to fulfil the respective commitments pursuant to bluesource services, including, but not limited to:

- Provision of Services;
- Authentication to Services, access control, identification and security (where applicable);
- Communicating any notices pursuant to Agreement; and where appropriate
- Sending Designated Contacts information regarding to relevant bluesource products, services, and events.

2.2 By providing Personal Data to bluesource, the Customer represents and warrants that the Customer has obtained appropriate consent, where this is required, for such transfer and processing.

2.3 It is the Customer’s responsibility as Data Controller to ensure that any Personal Data provided by the Customer, Customer employees, Customer contractors or Customer representatives is current, accurate and valid. If they wish to update Customer Personal Data, the Customer may do so by contacting their account manager or by emailing [privacy@bluesource.co.uk](mailto:privacy@bluesource.co.uk).

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

2.5 Bluesource may pass limited Support Data, relating to Customer contacts, to its outsourced marketing service provider/s for the sole purpose of providing marketing services to bluesource and are not permitted to further process for any other purpose.

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

## 3 Personal Data and Data Processing

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

### 3.2 *Grounds/Legal basis for processing*

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

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

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

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

### 3.3 **Nature and location of processing**

- 3.3.1 Personal Data provided by the Customer is keyed or copied to bluesource systems as Support Data, where it is stored, accessed and reviewed in accordance with the terms of the Agreement.
- 3.3.2 As a global organisation headquartered in the United Kingdom, Customer information, including Support Data, may be accessible by Workers in the United Kingdom, 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.
- 3.3.3 Bluesource outsources some of its marketing activities and transfers only applicable Personal Data belonging to Company contacts (as detailed in 3.4.1 below and order history), to carefully selected subprocessors within the UK. Such processing is limited to marketing bluesource's goods and services, and further processing for any other purpose is not permitted.
- 3.3.4 Support Data, as applicable, is used to:
- Maintain the relationship, such as and not limited to:
    - Raise quotes for services
    - Raise contracts
    - Communicate with the Customer
    - Produce documentation throughout the relationship between the Parties
    - Raise invoices and credits for Services
    - Raise notices
    - Advise Customer, via Designated Contact, on applicable services that may benefit them
    - Identify Designated Contacts
    - Comply with security and fraud prevention
  - Provide Services, such as and not limited to:
    - Raise, manage and resolve support tickets (incidents, problems, change and informational requests)
    - Raise, manage and fulfil projects
    - Procure and licence goods and/or services for Customer
    - Escalate issues on behalf of Customer to applicable third parties, such as software vendors
    - Advise on Service performance, enhancements, changes, etc.
    - Access control
- 3.3.5 **Please note:** Certain services that the Customer may take out with bluesource, such as email archiving, data backup, data migrations, email protection, etc., by the nature of the service, may also process Customer's data ("**Customer Data**"), and could contain any category of Personal Data from any Data Subject, beyond the reasonable control of bluesource and its suppliers.

### 3.4 **Categories of Personal Data**

- 3.4.1 Personal Data includes and not limited to:
- Names;
  - Job titles;
  - Departments;
  - Address;
  - Email addresses;
  - Telephone numbers.
- 3.4.2 Certain Services, and access to bluesource websites and portals, may also capture necessary login details, unique identifiers, cookies and IP addresses for authentication, security and customisation purposes. Further details can be found in bluesource's privacy and cookie policies, which may be updated from time to time at <https://www.bluesource.co.uk/about/privacy-governance-terms/>.

- 3.4.3 During the relationship with Customer, bluesource will not ask for and process Special Categories of Data, unless specifically required as part of a Service and instructed accordingly by the Customer.
- 3.4.4 **Please note:** Certain services that the Customer may take out with bluesource, such as email archiving and data backup, by the nature of the service, process Customer Data which may contain any category of Personal Data, beyond the reasonable control of bluesource.

### 3.5 **Categories of Data Subjects**

- 3.5.1 Data Subjects include:
- Customer employees, designated contacts, contractors, customers, or representatives provided to bluesource during the Customer's relationship with bluesource; and
  - Workers.
- 3.5.2 **Please note:** Certain services that the Customer may take out with bluesource, such as email archiving and data backup, by the nature of the service, process Customer Data which may contain data relating to any category of Data Subject beyond the reasonable control of bluesource.

### 3.6 **Data Processing Obligations**

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

- 3.6.1 Only process Personal Data in accordance with this Policy and the Customer'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 Customer;
- 3.6.2 maintain a record of its processing activities in accordance with Data Protection Laws, such as Article 30 of GDPR;
- 3.6.3 Taking into account current technologies, the costs of implementation and the nature, scope, context and purposes of processing as well as the severity of the risks to the rights and freedoms of natural persons, take and maintain appropriate technical and organisational measures (including, where applicable, complying with the Customer's policies and procedures relating to data protection) in relation to the Personal Data to ensure a level of security appropriate to the level of risk (and in assessing risk shall take account, in particular, of the risks that are presented by processing in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the personal data). Such measures shall include inter alia as appropriate:
- 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 certified to ISO27001,
  - 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.
- 3.6.4 Prior to carrying out any instruction from Customer, notify Customer if in bluesource's reasonable opinion, such instruction is likely to result in a Data Breach, provided that Customer acknowledges and agrees that bluesource is not a law firm or data privacy consultancy, and that advice on data privacy compliance is not within the scope of its Services, and that consequently bluesource will have no liability whatsoever to any person whatsoever for the giving or not giving, or the content or accuracy of, any such notification;

- 3.6.5 Except where covered under an Agreement or required to provide without charge under Data Protection Laws, at the Customer's expense (at a then agreed rate between the Parties) assist Customer with their compliance of relevant Data Protection Laws, to the extent applicable to the Customer 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 Customer or another auditor mandated by the Customer; provided that, in respect of this provision bluesource shall immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Laws, poses a security risk to it or its other customers, or invades the privacy of others;
  - d) Considering the nature of the processing, aid the Customer within such timescales as the Customer may reasonably require from time to time, in connection with the fulfilment of the Customer's obligation as 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 Customer Personal Data, responding to requests by Data Subjects to exercise their rights over that Customer Personal Data, it being acknowledged and agreed that such assistance will be available to Customer only where the tools accessible to it as part of the relevant Service do not enable it to identify or extract relevant data without bluesource's assistance, and where bluesource is technically able to do so.
- 3.6.6 Notify the Customer within 24 hrs of a Data Breach being confirmed which involves Customer Personal Data and shall reasonably and promptly assist and cooperate with Customer (or Data Controller, where this is not the Customer) in responding to inquiries and complaints concerning such compromise in a timely manner, including without limitation those inquiries and complaints brought by customers, employees, government or regulatory authorities, or other third parties.
- 3.6.7 Notify Customer 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 Customer Personal Data;
  - b) be under a legal obligation to Process Customer Personal Data, other than under the Instructions, in which case it shall inform Customer 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 Customer Personal Data under the exclusive control of bluesource.
- 3.6.8 The Customer accepts that in order for bluesource to deliver Services to the Customer, bluesource may subcontract parts of Services, in accordance with the Data Processing Policy and relevant Agreement, provided that any act or omission of a subcontractor shall, for all the purposes of this Agreement, be deemed to be the act or omission of bluesource.
- 3.6.9 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.
- 3.6.10 Ensure that Workers authorised to process Customer 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.
- 3.6.11 Remain liable to the Customer for any failure of any Worker to act in accordance with the duties and obligations under an Agreement.

### 3.7 **Duration of processing**

- 3.7.1 At the choice of the Customer, delete or return all Customer Personal Data and other Customer Data to the Customer, other than Support Data reasonably required to be retained by bluesource (for operational, compliance and legal requirements), at the end of the relationship between the Parties or at the termination of a Service, as applicable, and delete existing copies unless UK law/legislation or Data Protection Laws requires storage of the personal data, such as for accounting, tax and HMRC data, etc.;
- 3.7.2 It is bluesource's policy, as with industry best practice, not to delete information from backups to maintain integrity. Support Data on backups will be destroyed when the backup is out of retention. Should a system have to be restored, bluesource will look back at deletion requests and where necessary, redo deletion requests received after the date of the backup used to do the restore. In line with HMRC requirements, data retention is 6 years + current. Backup data is encrypted.

### 3.8 **Notifications**

- 3.8.1 All notifications to bluesource regarding data protection, information security and privacy should be sent to:
- Nick Jagers  
Head of Operations and acting DPO  
020 7940 6220  
[nick.jagers@bluesource.co.uk](mailto:nick.jagers@bluesource.co.uk); and
  - [Privacy@bluesource.co.uk](mailto:Privacy@bluesource.co.uk)
- 3.8.2 All notifications to Customer regarding data protection, information security and privacy, unless otherwise agreed in writing, shall be addressed to the Designated Contact.

## 4 **Authorised Sub-Processors**

- 4.1 The following sub-processors are necessary to provide services to Customer, with minimal Support Data processed for the purposes outlined in this Policy and relevant Agreement:

- **Bluesource Inc**

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.

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

*Processing location (address):* Suite 225, 1900 Enchanted Way, Grapevine, Dallas, Texas, 76051, USA using Data Processors systems hosted within the EEA.

- **Fuse Technology** (formerly Bluesource PTY Limited)

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.

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

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

- **Microsoft**  
*Services:* MS Azure platform, hosting bluesource's systems, and Office365  
*Processing location (address):* MS Azure within EEA geography.
  
- **Distributers and Vendors (where relevant and specific to goods and/or services requested)**  
*Services:* procurement and licensing of goods/services procured for Customer. Minimal Support Data relating to a Designated Contact may need to be processed for licensing, shipping, or support escalation.  
*Processing location (address):* specific to goods and/or services requested.
  
- **Boost Performance Ltd**  
*Services:* Outsourced marketing for bluesource  
*Processing location (address):* The Old Casino, 28 Fourth Avenue, Hove, East Sussex BN3 2PJ
  
- **Durham Lane**  
*Services:* Outsourced marketing for bluesource  
*Processing location (address):* Deltic House, Kingfisher Way, Newcastle upon Tyne, NE28 9NX

4.2 Where a Service uses alternative and/or additional sub-processors, clause 3.6.8 shall apply.