

1 Sub-Processor Schedule

- 1.1 This schedule ("Sub-Processor Schedule") forms part of and is incorporated into the agreement between BCN Group Ltd ("BCN" or "Supplier") and the Company ("Agreement") and supplements the data protection provisions of the Agreement.
- 1.2 The Supplier acts as a processor of personal data on behalf of the Company. The Supplier engages the sub-processors listed in this schedule to assist in the delivery of the Services. The Supplier remains responsible for, and liable in respect of, the acts and omissions of its sub-processors to the same extent as its own acts and omissions.
- 1.3 The Supplier may update this schedule from time to time. The Supplier will give the Company no less than 30 days' prior written notice of any change to its sub-processor list. The Company may object to the appointment of a new sub-processor on reasonable data protection grounds by notifying the Supplier in writing within that notice period, in which case the parties will discuss the objection in good faith.
- 1.4 The current list of the Supplier's sub-processors is set out below and is also published at <https://bcn.co.uk/terms-and-conditions/>. The Supplier will maintain and make available an up-to-date version of this schedule throughout the term of the Agreement.
- 1.5 The Company confirms that the Services may be provided by a Supplier Group member without seeking the prior consent of the Company. Notwithstanding this, the Supplier will at all times be responsible for, and liable in respect of, the performance of all obligations under the Agreement, whether such obligations are performed by the Supplier itself or a member of the Supplier Group.

2 Details of Personal Data Processing

Data subjects:	• Company personnel • Company clients • Company third parties • Business contacts in general
Types of personal data:	• Name • Job title • Email address • Phone number • Identity and account data (e.g. user IDs, sign-in and authentication data) • Device identifiers, IP addresses and endpoint data • Service desk ticket content • Call detail records, call recordings and chat transcripts • Prompts, inputs and outputs of AI tools used in delivering the Services

	Any other personal data provided by Company to the Supplier
Special categories of personal data:	None intended. Special categories of personal data may be incidentally contained in free-text content, service desk tickets, call recordings or chat transcripts provided by the Company or its users
Purpose of processing:	providing IT services and support to Company's business
Nature of processing:	As set out in the Agreement (including the Service Schedules)
Duration of processing	For the duration of the Agreement, or such shorter period as instructed by the Company in writing, following which personal data shall be deleted or returned in accordance with the terms of the Agreement, save to the extent retention is required by applicable law or the provision of any Services provided to the Company
Additional instructions:	None

3 Supplier Processor List

Processor	Service	Data Processing Location	Transfer Mechanism	Data Processed
SignRequest	e-signature, quoting	EU (Netherlands / AWS EU)	Not required for EU/EEA processing (UK adequacy regulations in respect of the EU/EEA)	Name, email address, job title; signature and audit trail data (IP address, timestamps)
Microsoft	Dynamics 365, Azure, Licensing	UK (Azure UK South/West); EU	Microsoft Products and Services Data Protection Addendum, incorporating the EU SCCs and the UK Addendum; EU–US Data Privacy Framework and UK Extension, where applicable	Name, email, job title, phone; Microsoft Entra ID identity data; hosted environment data
Kaseya	Service Desk / RMM & IT Management Platform	EU/IND/SA	EU Standard Contractual Clauses (Module 3 — Processor to Processor) per EU Decision 2021/914, together with the UK International Data Transfer Addendum (ICO-approved), covering remote access from India and South Africa	Name, email, job title, phone (ticket data); device identifiers, IP addresses, endpoint data and user account identifiers (RMM data)
The Support Force	Service Desk (overflow/escalation)	UK (remote access by support staff from South Africa — no data stored in South Africa)	EU Standard Contractual Clauses (Module 3 — Processor to Processor), plus a UK International Data Transfer Addendum (ICO-approved)	Name, email, phone (escalation data); ticket content; device and user account data accessed during remote support
Route 101	Reseller and support of telephony services (Gamma / NICE)	UK	Not applicable — processing within the UK	Personal data accessed in providing support for the Gamma and NICE telephony services, which may include telephone numbers, user names and extension details, agent details, call detail records, call recordings, voicemail and chat transcripts. Route 101 engages

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				Gamma and NICE as its sub-processors (see below)
Gamma	Telephony services (engaged via Route 101)	UK	Not applicable — processing within the UK	Telephone numbers; user names and extension details; call detail records; call recordings and voicemail (where enabled)
NICE (NICE Systems UK Limited and its affiliates)	Telephony/call centre (engaged via Route 101)	EEA (NICE data centres); 24×7 support may involve remote access by engineers outside the EEA	NiCE Data Processing Addendum (incorporated into the NiCE Master Relationship Agreement and SOF624 Order Form held by Route 101, and agreed to by the Supplier); EU Standard Contractual Clauses per EU Decision 2021/914, together with the UK International Data Transfer Addendum (ICO-approved), covering remote support access from outside the EEA	Agent details (name, phone, email); end customer details (name, email, phone); call detail records; chat transcripts; voice recordings
PIA (PIA Trade Co Pty Limited, ACN 654 480 501, Australia)	AI service desk automation / endpoint triage (aiDesk)	UK and EEA (Microsoft Azure hosting, tenant-isolated); remote support and administration access by PIA personnel from Australia	PIA Data Processing Addendum incorporating the EU Standard Contractual Clauses (Module 3 — Processor to Processor) per EU Decision 2021/914, together with the UK International Data Transfer Addendum (ICO-approved), covering remote access from Australia	Endpoint device data; ticket/triage content; name, email and device identifiers of employees and end users
Microsoft (Azure AI Foundry — OpenAI models)	OpenAI model access via Azure AI Foundry	UK and EU for data at rest (Azure UK South / West)	Microsoft Data Processing Agreement + EU SCCs + UK Addendum. Microsoft commits that customer data is not used	Prompts and inputs submitted to OpenAI models via Azure AI Foundry; AI-generated outputs; may include

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		Europe); some model inference may be processed globally (including outside EEA) where global deployment models are used	for OpenAI model training. Global inference covered by Microsoft's SCCs applicable to international data transfers.	personal data contained in submitted context or queries
Anthropic (Anthropic, PBC, US)	Large language model inference (Claude) — used as Supplier AI Tool	US; EU region available via Google Cloud (see below)	Anthropic Data Processing Addendum (incorporated into Anthropic's Commercial Terms of Service) + EU SCCs + UK Addendum. Data processed under API terms; Anthropic does not use API inputs for model training by default.	Prompts and inputs submitted to the model; AI-generated outputs; may include personal data contained in service desk queries, ticket content, or other data submitted as context
Google LLC (Google Cloud Platform)	Cloud infrastructure hosting Anthropic Claude models in EU region	EU (Google Cloud EU data centres)	Google Cloud Data Processing Addendum, incorporating the EU SCCs and the UK Addendum. Inference is processed in the EU region, so no transfer outside the EU/UK is intended but may occur; the SCCs and UK Addendum cover any onward transfer by Google	Prompts and inputs submitted to the model; AI-generated outputs; may include personal data contained in service desk queries, ticket content, or other data submitted as context
Arrow Enterprise Computing Solutions Limited	Microsoft CSP licensing distribution, subscription and billing management, and support escalation	UK; Microsoft cloud processing locations are covered by the Microsoft entry above	Not applicable for processing in the UK. Any Microsoft international transfers are covered by the transfer mechanisms stated in the Microsoft entry above.	Customer organisation and tenant/domain identifiers; subscription and licence details, including SKUs, quantities, quotas, reservations, billing cycles and usage/consumption data; contact details and support escalation information. No routine access to client

Processor	Service	Data Processing Location	Transfer Mechanism	Data Processed
				tenant content, identities, files or environments.