



Technology tailored to you

Master Services Agreement

QR559d

1. Formation and Structure of Contract

- 1.1** By registering an account with LIMA, the Customer acknowledges and agrees that these Conditions govern its relationship with LIMA and shall apply to each Proposal agreed by the parties in accordance with this clause 1. The **Services Agreement** between the parties comprises these Conditions and each such Proposal.
- 1.2** These Conditions and each Proposal apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3** Where the Customer wishes to purchase Equipment or Services from LIMA, the Customer shall notify LIMA of its specific requirements. LIMA shall produce a Proposal setting out details of the, Equipment and/or Services (grouped by Service Component) it can provide to meet the Customer's requirements. The Customer shall approve the Proposal or notify LIMA of any changes it requires. LIMA shall then issue the Customer with a revised Proposal (if required), setting out details of the Equipment and/or each Service Component required by the Customer.
- 1.4** Each Proposal constitutes an offer by LIMA to supply the Equipment and/or Services to the Customer in accordance with these Conditions. Each Proposal shall only be valid for a period of 30 Business Days from its date of issue.
- 1.5** The Customer acknowledges and agrees that it is responsible for ensuring that the Proposal, including any applicable specifications and Schedules, satisfy the Customer's requirements.
- 1.6** A Proposal shall be deemed accepted when the Customer issues a written acceptance of the Proposal at which point the Proposal together with any Schedules contained therein will form part of the Services Agreement.
- 1.7** LIMA shall only commence fulfilment of a Proposal once such Proposal has been accepted in writing by the Customer. The parties acknowledge and agree that the LIMA shall not have any obligation to provide any Equipment or Services, in the absence of an executed Proposal to which the Equipment or Services relate.
- 1.8** Any samples, drawings, descriptive matter or advertising produced by LIMA and any descriptions or illustrations contained in LIMA's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment and Services referred to in them. They shall not form part of the Services Agreement nor have any contractual force.
- 1.9** Unless and until a Proposal is produced, any other quotation for Equipment or Services given by LIMA shall not constitute an offer.
- 1.10** In the event and to the extent only of any conflict or inconsistency in the express provisions of the clauses of these Conditions and the provisions of the Proposals, the following order of precedence shall prevail:
- 1.10.1** the Schedules to the Proposal.
 - 1.10.2** these Conditions;
 - 1.10.3** the applicable Proposal;
 - 1.10.4** the Appendices and other attachments to these Conditions;
 - 1.10.5** the other attachments to the Proposal.
- 1.11** The parties acknowledge and agree that each Proposal shall only apply to Service Components set out in that Proposal and any Schedules accompanying a Proposal shall only apply to the relevant Service Component to which the Schedule relates.

2. Equipment

This clause 2 shall apply if LIMA is providing Equipment to the Customer under this Services Agreement.

- 2.1** The risk in the Equipment shall pass to the Customer on completion of delivery for hardware only sales and completion of project handover for Customers Site

Equipment.

- 2.2** Title to the Equipment shall not pass to the Customer until LIMA receives payment in full (in cash or cleared funds) for the Equipment.
- 2.3** Until ownership of the Equipment has passed to the Customer under clause 2.2, the Customer shall keep the Equipment insured on LIMA's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of LIMA.
- 2.4** LIMA warrants that on the date of delivery to the Customer, the Equipment shall conform to their description and be free from material defects in design, material and workmanship.
- 2.5** Subject to clause 2.6, if:
- 2.5.1** The Customer gives notice in writing to LIMA within six months from the date of delivery that the Equipment does not comply with the warranty set out in clause 2.4;
 - 2.5.2** LIMA (or such other person as LIMA directs) is given a reasonable opportunity of examining such Equipment; or
 - 2.5.3** If the Customer (if asked to do so by LIMA) returns such Equipment to LIMA's place of business (or such place as LIMA otherwise directs in its sole discretion) at the Customer's cost,
- LIMA shall, at its option, repair or replace the defective Equipment, or refund the price of the defective Equipment.
- 2.6** LIMA shall not be liable for the Equipment's failure to comply with the warranty set out in clause 2.4 in any of the following events:
- 2.6.1** The Customer makes any further use of such Equipment after giving notice in accordance with clause 2.5.1;
 - 2.6.2** The defect arises because the Customer failed to follow LIMA's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there is none) good trade practice regarding the same;
 - 2.6.3** The Customer alters or repairs such Equipment without the written consent of LIMA;
 - 2.6.4** The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 2.6.5** The Equipment differs from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 2.7** Except as provided in this clause 2, LIMA shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 2.4.
- 2.8** The Equipment is sold with the benefit of and subject to the terms set out in any warranty or guarantee given by the manufacturer of the Equipment.
- 2.9** The Customer acknowledges and accepts that LIMA only provides the Equipment to the Customer on the express conditions that LIMA will not be responsible for, nor shall LIMA have any liability (subject to clause 14) directly or indirectly for, any act or omission of the Customer, or the Customer's employees, agents or subcontractors, or any third party.
- 2.10** Subject to clause 2.5, no Equipment will be accepted for return by LIMA without the prior written approval of LIMA and on terms to be determined at LIMA's absolute and sole discretion.
- 2.11** If LIMA agrees to accept any unopened Equipment for return, such Equipment must be returned to such place as LIMA directs (in its sole discretion) at the Customer's cost, unopened and in the exact condition it was in on delivery.
- 2.12** If LIMA consents to the return of Equipment under clause 2.11, the Customer shall pay LIMA a minimum handling charge of 25% of the invoice value of the Equipment returned. The Customer acknowledges that the restocking fee payable to LIMA may vary and depending on Equipment manufacturer and this could be more than 25%.

2.13 Any Equipment returned to LIMA or to any third party without the prior written consent of LIMA may, at LIMA's absolute discretion be returned to the Customer at the Customer's cost or stored at the cost of the Customer without prejudice to any other rights or remedies LIMA may have. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Services Agreement.

3. Service Provision

- 3.1** LIMA will provide the services in respect of each Service Component from its Commencement Date for the duration of its Initial Service Term and any Extended Service Term in accordance with the terms of this Services Agreement.
- 3.2** The parties acknowledge that Service Level Arrangements apply to certain Services supplied by LIMA. If Service Level Arrangements apply to a Service Component purchased by the Customer, then this will be set out in the Proposal and a service level agreement for the Service Component will be included as a Schedule to the Proposal. Such Service Level Arrangement (if applicable) shall apply with effect from the start of the first complete month occurring at least 30 days after the Commencement Date for the particular Service Component.
- 3.3** The Customer shall not store, distribute or transmit any material through the Services that:
- 3.3.1** Is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive;
 - 3.3.2** Facilitates illegal activity;
 - 3.3.3** Depicts sexually explicit images; and/or
 - 3.3.4** Promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion and belief, gender reassignment, or any other illegal activities.
- 3.4** The Customer shall remain responsible for the use of the Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).
- 3.5** The Customer must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure (if provided as part of the Services) as notified to the Customer by LIMA in writing.
- 3.6** The Customer shall not provide the Services directly or indirectly to third parties.
- 3.7** If providing the Managed Services as set out in the Proposal, LIMA reserves the right to:
- 3.7.1** Modify the System, its network, system configurations or routing configuration; or
 - 3.7.2** Modify or replace any Software in its network or Equipment used to deliver any Service over its network, provided that this has no adverse effect on LIMA's obligations under this Services Agreement and its provision of the Managed Services or any associated Service Level Arrangements. If such changes will have an adverse effect on the Services received by the Customer, LIMA shall notify the Customer and the parties shall follow the Change Control Procedure.
- 3.8** The Customer acknowledges that LIMA may produce schematics and network diagrams of equipment and hardware that Lima supports as part of the Services which requires sight of the Customer's physical infrastructure including Customer's Operating Environment, Customer-side Equipment, cabinets, servers, switches and storage devices. Accordingly, LIMA shall have the right, at its option, to:
- 3.8.1** enter the Customer Site to take photographs of the physical infrastructure; or
 - 3.8.2** require the Customer to promptly provide LIMA with photographs of the physical infrastructure,
- in each case that LIMA believes is necessary to produce the schematics and network diagrams.

4. Data Protection

- 4.1 General:** If LIMA processes any personal data supplied to it by or on behalf of Customer for the purposes of this Services Agreement, the provisions of clauses 4.2 and 4.3 shall apply to that personal data. For the purposes of this Services Agreement "personal data", "data controller", "data processor" and "data subject" shall have the respective meanings given in the Data Protection Legislation. A description of the personal data and the processing activities undertaken by LIMA is set out in the Appendix to these Conditions. Where the data processing activities for Service Components differ to the Appendix the scope of activities will be set out in the relevant Proposal.
- 4.2 Processing of Personal Data – Customer Obligations:** Where the Customer expects that LIMA will process personal data, the Customer shall:
- 4.2.1** ensure that the personal data is accurate and up-to-date, and remains so during the period of the processing;
 - 4.2.2** ensure that all necessary consents under the Data Protection Legislation have been obtained for the supply of the personal data and its processing by LIMA, and if requested by LIMA shall promptly provide written confirmation of the same; and
 - 4.2.3** not do anything in connection with the personal data that would or might cause LIMA to be in breach of any Data Protection Legislation or other law and/or to incur liability to any data subject.
- 4.3 Processing of Personal Data – LIMA Obligations:** To the extent that LIMA processes personal data on behalf of the Customer in connection with this agreement, LIMA shall:
- 4.3.1** solely process the personal data for the purposes of fulfilling its obligations in this agreement and in compliance with the Customer's written instructions as set out in this Services Agreement;
 - 4.3.2** ensure that any persons used by LIMA to process personal data are required to treat the personal data confidentially;
 - 4.3.3** take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data taking into account the nature of the processing and harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the personal data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR;
 - 4.3.4** taking into account the nature of the data processing activities undertaken by LIMA and the information available to LIMA:
 - 4.3.4.1** provide all reasonable possible assistance and co-operation to enable the Customer to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;
 - 4.3.4.2** notify the Customer as soon as reasonably practicable if LIMA or any sub-contractor engaged by on behalf of LIMA suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data that is processed in connection with this Services Agreement;
 - 4.3.4.3** following a notification under clause 4.3.4.3, provide reasonable co-operation, information and assistance to the Customer as may be necessary to enable the Customer to notify relevant

supervisory authorities and data subjects of the data security breach to the extent such notification is required under the Data Protection Legislation;

4.3.5 assist the Customer with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed by the parties in advance and the Customer shall pay LIMA's reasonable costs incurred in providing such assistance;

4.3.6 upon termination of this Services Agreement, at the choice of the Customer, delete or return all personal data to the Customer and delete existing copies, except that LIMA shall be permitted to retain back-up copies of data in accordance with LIMA's normal back-up procedures;

4.3.7 upon reasonable request with not less than 4 weeks' notice, and provided that the Customer shall not make more than one request in any rolling 12 month period, make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this clause 4 and allow for and contribute to audits, including inspections, conducted by or on behalf of the Customer.

4.4 Permitted Subcontractors and Transfers of Data: In performing its obligations under this Services Agreement LIMA may appoint one or more third party as sub-processors in accordance with clause 22.2. LIMA as data processor remains responsible to the Customer for the actions of its sub-processors and shall remain bound by its obligations under clause 4.3 above and shall provide the Customer with written notice of all sub-processors.

4.5 Customer acknowledges that such sub-processors may be located outside the European Economic Area, in which case the Customer authorises LIMA to transfer personal data to or access personal data from such locations provided that LIMA has put in place and maintains a Valid Transfer Mechanism in relation to such transfers.

5. LIMA's Obligations

5.1 LIMA warrants that the Services will be performed with all reasonable skill and care and that the Services will be provided substantially in accordance with the relevant Schedules and the terms and conditions of this Services Agreement.

5.2 The warranty in clause 5.1 shall not apply to the extent of any non-conformance that is caused by use of the Services contrary to LIMA's instructions.

5.3 If the Services do not conform to the warranty in clause 5.1, LIMA will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or, if appropriate, provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the warranty in clause 5.1.

5.4 Notwithstanding the foregoing, LIMA does not warrant that the Customer's use of the Services will be uninterrupted or error-free.

5.5 This Services Agreement shall not prevent LIMA from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided under the Services Agreement.

6. Security

6.1 LIMA shall ensure that safety and security systems and procedures are maintained and enforced in accordance with ISO 27001 to prevent unauthorised access or damage to any and all Services, the System and related networks or resources and the Customer Data, and otherwise in accordance with Good Industry Practice.

6.2 If LIMA is hosting the Customer Data as part of the Services, the Customer shall promptly inform LIMA if it suspects or uncovers any breach of security and shall use all commercially reasonable endeavours to promptly remedy such breach.

7. Customer's Obligations

7.1 The Customer shall:

7.1.1 Provide LIMA with:

7.1.1.1 All necessary co-operation in relation to this Services Agreement; and

7.1.1.2 All necessary access to such information as may be required by LIMA, in order to render the Services, including Customer Data, security access information and software interfaces, to the Customer's other business applications (subject to clause 14, LIMA shall not be liable for any failure to perform its obligations under this Services Agreement to the extent caused by the Customer's failure to properly ensure the provision of the relevant information);

7.1.2 Provide such personnel assistance, including the Customer's Representative and other Customer personnel, as may be reasonably requested by LIMA from time to time. LIMA shall use reasonable endeavours to ensure continuity of its personnel assigned to the Services Agreement;

7.1.3 Appoint a Customer representative, who shall have the authority to contractually bind the Customer on all matters relating to this Services Agreement (**Customer Representative**). The Customer shall use reasonable endeavours to ensure continuity of the Customer Representative;

7.1.4 Comply with all applicable laws and regulations with respect to its activities under the Services Agreement, including those set out in clause 18; and

7.1.5 Carry out all other Customer responsibilities set out in the Services Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, LIMA may adjust any timetable or delivery schedule set out in the Services Agreement as reasonably necessary.

8. Warranties

8.1 The Customer warrants that:

8.1.1 It has the full capacity and authority to enter into and perform this Services Agreement and that this Services Agreement is executed by a duly authorised representative of the Customer;

8.1.2 It has the authority to grant any rights to be granted to LIMA under this Services Agreement;

8.1.3 It will comply with and use the Services in accordance with the terms of the Services Agreement and all applicable laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws or in breach of the Acceptable Use Policy;

8.1.4 If LIMA is providing any Third-Party Software as part of the Services, the Customer will comply with any terms of use or policies imposed by the third party in relation to the Third-Party Software, and shall indemnify and hold LIMA harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any terms of the Third-Party Software howsoever arising;

8.1.5 It owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to LIMA, any materials reasonably necessary for the fulfilment of all its obligations under the Services Agreement, including any third-party licences and consents in respect of any Customer Software; and

8.1.6 LIMA's use in the provision of the Services or otherwise in connection with this Services

Agreement of any third-party materials, including any Software supplied by the Customer to LIMA for use in the provision of the Services or otherwise in connection with this Services Agreement, shall not cause LIMA to infringe the rights, including any Intellectual Property Rights, of any third party.

8.2 LIMA warrants and represents that:

- 8.2.1** It has the full capacity and authority to enter into and perform this Services Agreement and that the Services Agreement is executed by a duly authorised representative of LIMA;
- 8.2.2** It owns or has any necessary licences, consents, permissions and rights to enable LIMA to comply with the Services Agreement and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under this Services Agreement including for the Customer's use and receipt of the Services, and LIMA shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;
- 8.2.3** It will comply with all applicable laws in performing its obligations under the Services Agreement;
- 8.2.4** The Customer's use of any LIMA Software in accordance with the relevant Service Component shall not cause the Customer to infringe the rights, including any Intellectual Property Rights, of any third party;
- 8.2.5** Any LIMA Software, system or telecommunications provided by or on behalf of LIMA will be tested for Viruses and any identified Viruses shall be deleted in accordance with Good Industry Practice before the date of delivery or use of such LIMA Software, systems or telecommunications by LIMA; and
- 8.2.6** All personnel and sub-contractors used by LIMA in the performance of the Services Agreement are adequately skilled and experienced for the activities they are required to perform.

9. Charges and payment

- 9.1** The Customer shall pay Fees set out in the relevant Proposal and such updated prices as notified to the Customer from time to time. The Customer acknowledges that whilst LIMA tries to limit price increases to annually, this is not always possible. Where third party providers increase their costs (which includes without limitation the costs relating to licences and Equipment) this may result in LIMA applying an increase in the Fees payable by the Customer. LIMA shall notify the Customer of any Fee increases at least 7 days prior to the date of such increase.
- 9.2** The Customer shall reimburse LIMA for all actual, reasonable travel costs and expenses including (but not limited to) airfares, taxi fares, hotels and meals incurred by LIMA in performance of the Services.
- 9.3** All amounts and Fees stated or referred to in the Services Agreement are exclusive of value added tax, which shall be added to LIMA's invoice(s) at the appropriate rate.
- 9.4** LIMA shall invoice the Customer for Equipment and/or Services in accordance with the payment terms for each Service Component set out in the relevant Proposal.
- 9.5** If the Customer fails to make any payment due to LIMA under the Services Agreement by the due date for payment, then, without limiting LIMA's remedies under clause 15, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank plc's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

10. Change Control

- 10.1** If either party wishes to change the scope of the Services (including Customer requests for additional services), it shall submit details of the requested change to the other in writing.
- 10.2** If either party requests a change to the scope or execution of the Services, LIMA shall, within a reasonable time,

provide a written estimate to the Customer of:

- 10.2.1** The likely time required to implement the change;
- 10.2.2** Any variations to the Fees arising from the change; and
- 10.2.3** Any other impact of the change on the terms of the Services Agreement.

- 10.3** If LIMA requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 10.4** If the Customer wishes LIMA to proceed with the change, LIMA has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges and any other relevant terms of the Services Agreement to take account of the change.

11. Proprietary Rights

- 11.1** The Customer acknowledges and agrees that, as between the parties, LIMA and/or its licensors own all Intellectual Property Rights in all materials connected with the Services, LIMA Software and Third-party Software and in any material developed or produced in connection with the Services Agreement by LIMA, its officers, employees, subcontractors or agents. This Services Agreement does not grant the Customer any rights of ownership to such Intellectual Property Rights.
- 11.2** The Customer shall own and retain all rights, title and interest in and to the Customer Data and Customer Software. LIMA shall have no rights to access, use or modify the Customer Data unless it is in accordance with this Services Agreement or if LIMA has obtained the prior written consent of the Customer.

12. IP Address and Domain Names

- 12.1** If LIMA licences to the Customer an IP address as part of the Services, such IP address shall (to the extent permitted by law) revert to LIMA after termination of this Services Agreement for any reason whatsoever, whereupon the Customer shall cease using the address. At any time after such termination, LIMA may re-assign the address to another user.
- 12.2** If LIMA is providing a domain name for the Customer as part of the Services, LIMA shall act as an agent for the Customer in dealing with the relevant domain name registration authority. The contract for the domain name shall be between the Customer and the relevant domain name registration authority and the Customer agrees that they shall be solely responsible for renewals, legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority (and relevant costs and expenses thereof). LIMA gives no warranty that the domain name requested will not infringe the rights of any third party and all such enquiries shall be the responsibility of the Customer.

13. Confidentiality

- 13.1** Each party undertakes that it shall not at any time during the term of the Services Agreement, and for a period of five years after termination of the Services Agreement, disclose to any person any Confidential Information of the other party, except as permitted by clause 13.2.
- 13.2** Each party may disclose the other party's confidential information:
 - 13.2.1** To its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Services Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - 13.2.2** As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3** Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Services Agreement.
- 13.4** Neither Party shall be liable for disclosure or use of any Confidential Information if:

- 13.4.1** it was in the public domain (i.e., generally available to the public) at the time it was disclosed or used, except through the fault of the receiving party;
- 13.4.2** it was disclosed with the written permission of the disclosing party;
- 13.4.3** it becomes known to the receiving party from a source other than the disclosing party without a breach of this Agreement by the receiving party and evidenced by written records; or
- 13.4.4** it was independently developed by the receiving party without the benefit of the information received from the disclosing party, evidenced by written record.

14. Limitation of liability

- 14.1** This clause 14 sets out the entire financial liability of LIMA (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
 - 14.1.1** Any breach of this Services Agreement;
 - 14.1.2** Any use made by the Customer of the Services, Equipment; and
 - 14.1.3** Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Services Agreement.
- 14.2** Subject to clause 14.3 and except as expressly and specifically provided in this Services Agreement:
 - 14.2.1** The Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. LIMA shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to LIMA by the Customer in connection with the Services, or any actions taken by LIMA at the Customer's direction; and
 - 14.2.2** All warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Services Agreement.
- 14.3** Nothing in this Services Agreement excludes or limits the liability of LIMA for:
 - 14.3.1** Death or personal injury caused by LIMA's negligence;
 - 14.3.2** Fraud or fraudulent misrepresentation;
 - 14.3.3** Breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 14.3.4** Any other liability which cannot lawfully be excluded or limited.
- 14.4** The parties acknowledge and agree that where Service Level Arrangements with service credits apply to a Service Component, the service credits set out the Customer's sole and exclusive remedy, and LIMA's only liability to the Customer, in respect of the performance of that Service Component, including any non-performance, non-availability and/or any failure by LIMA to meet the service levels set out in the Service Level Arrangements.
- 14.5** Subject to clause 14.3, LIMA shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise:
 - 14.5.1** for any of the following losses, whether direct or indirect:
 - 14.5.1.1** loss of profits,
 - 14.5.1.2** loss of business,
 - 14.5.1.3** depletion of goodwill or similar losses,
 - 14.5.2** nor for any indirect or consequential losses of any kind however arising.
- 14.6** Subject to clause 14.3, clause 14.4 and clause 14.5, LIMA's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation

(whether innocent or negligent), restitution or otherwise, arising in connection with:

- 14.6.1** Equipment shall be limited to the replacement value of the relevant Equipment;
- 14.6.2** the performance or contemplated performance of each Service Component in each Contract Year shall be limited to a sum equal to 110% of the price paid for the applicable Service Component during that Contract Year;
- 14.6.3** any and all claims that do not relate to Equipment nor to performance of a Service Component shall be limited to a sum equal to 110% of the price paid for Services during that Contract Year.

15. Term, termination and suspension

- 15.1** This Services Agreement shall commence in accordance with clause 1 and shall continue, unless and until:
 - 15.1.1** it is terminated in accordance with clause 15.7; or
 - 15.1.2** the Customer's account with LIMA is closed.
- 15.2** Each Service Component in a Proposal shall commence on its Commencement Date and shall continue in force for its Initial Service Term, unless terminated earlier in accordance with clause 15.4, 15.5, 15.6 or 15.7. Each Service Component in a Proposal shall automatically extend for successive 12-month periods (each an **Extended Service Term**) at the end of its Initial Service Term and at the end of each preceding Extended Service Term, unless terminated earlier in accordance with clause 15.4, 15.5, 15.6 or 15.7.
- 15.3** Except as otherwise provided in this Services Agreement, termination of a Service Component under a Proposal shall not in and of itself result in the termination of the Proposal (on the basis that each Proposal may cover more than one Service Component), the Services Agreement, or any other Service Component under any Proposal.
- 15.4** A party may give written notice to the other party to terminate a Service Component no later than 90 days before the end of its Initial Service Term or its then-current Extended Service Term, in which case the relevant Services Component shall be terminated at the end of the Initial Service Term or the then-current Extended Service Term (as applicable).
- 15.5** Additional termination provisions relating to a Service Component may be set out in the applicable Proposal and shall apply to that Service Component only.
- 15.6** Without prejudice to any rights that the parties have accrued under this Services Agreement or any of their respective remedies, obligations or liabilities, and subject to clause 16, either party may terminate a Service Component, with immediate effect by giving written notice to the other party if:
 - 15.6.1** The other party fails to pay any amount due for the Service Component on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; and
 - 15.6.2** The other party commits a material breach of any material term relevant to the particular Service Component and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 15.7** Without prejudice to its other rights and remedies, either party may terminate this Service Agreement with immediate effect by giving written notice to the other party if:
 - 15.7.1** The other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the

foregoing apply;

- 15.7.2** The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 15.7.3** A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 15.7.4** An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- 15.7.5** The holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 15.7.6** A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 15.7.7** A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 15.7.8** Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.7 to clause 15.7.7 (inclusive);
- 15.7.9** The other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 15.8** Without prejudice to its other rights and remedies, LIMA may terminate this Service Agreement with immediate effect by giving written notice to the other party if there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 15.9** On termination of this Services Agreement in accordance with clause 15.7, all Services under all then-current Proposals shall immediately terminate.
- 15.10** Any provision of this Services Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Services Agreement or a Service Component shall remain in full force and effect notwithstanding such termination.
- 15.11** Termination of this Services Agreement or any Service Component for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 15.12** On termination of this Services Agreement or any Service Component for any reason:
- 15.12.1** LIMA shall immediately cease provision of the Services but may, in its absolute discretion, provide Transition Services for a further period in accordance with clause 16.2;
- 15.12.2** Each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party; and
- 15.12.3** The Customer shall immediately pay LIMA all amounts due to LIMA in respect of the Services (including relevant Service Components) during the Initial Service Term or Extended Service Term (as applicable).
- 15.13** If LIMA receives, no later than ten days after the effective date of the termination or expiry of this Services Agreement, a written request for the delivery to the Customer of the most recent backup of the Customer Data, LIMA shall use reasonable commercial endeavours to deliver the backup to the Customer within 30 days of its receipt of such a written request in the format stored or in a format as otherwise reasonably requested by the Customer at that time (and at the Customer's expense), provided that the Customer has, at that time, paid all fees and charges outstanding at, and resulting from, termination (whether or not due at the date of termination). Once such ten-day period has expired or LIMA has, at the Customer's request, delivered to the Customer the most recent backup of the Customer Data (as applicable), LIMA shall promptly expunge from the System and otherwise destroy or dispose of all of the Customer Data in its possession or control. The Customer shall pay all reasonable costs and expenses incurred by LIMA in returning and disposing of Customer Data and expunging it from the System.
- 15.14** If a party is required by any law, regulation, or government or regulatory body (**Regulatory Requirement**) to retain any documents or materials which it would otherwise be obliged to return or destroy under clause 15.13, it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain. Clause 13 shall continue to apply to any such retained documents and materials for as long as any such requirement continues in force, subject to any disclosure mandated by any Regulatory Requirement.
- 15.15** Without limiting its other rights or remedies, LIMA may immediately suspend the supply of Equipment or Services under the Services Agreement or any other contract between the Customer and LIMA on providing written notice to the Customer if:
- 15.15.1** the Customer commits a material breach of this Service Agreement;
- 15.15.2** the Customer becomes subject to any of the events listed in Clause 15.7.1 to Clause **Error! Reference source not found.** (inclusive),
- 15.15.3** LIMA reasonably believes that the Customer is about to become subject to any of them; or
- 15.15.4** the Customer fails to pay any amount due under this Services Agreement on the due date for payment.
- 16. Exit assistance**
- 16.1** If required by the Customer, LIMA shall use all reasonable endeavours to, on request from the Customer and at the Customer's expense, prepare or update a plan for the orderly transition of the Services from LIMA to the Customer or its nominated Replacement Supplier (**Exit Plan**).
- 16.2** The Customer may, at any time before termination of a Service or this Services Agreement, for any reason, request LIMA to provide the Transition Services or otherwise to offer reasonable assistance in transitioning the Services to a Replacement Supplier (by providing the Transition Services). LIMA will, to the extent it is appropriate to the particular Service and in consideration of a reasonable fee (to be agreed in advance), provide such Transition Services for a maximum period of three months, or until termination of this Services Agreement in accordance with clause 15, whichever is later.
- 17. Force majeure**
- 17.1** "Event of Force Majeure" means an event beyond the control of LIMA, which prevents LIMA from complying with any of its obligations under this Services Agreement, including but not limited to;
- 17.1.1** act of God (such as, but not limited to, fires, explosions, earthquakes, severe weather conditions, drought, tidal waves and floods);
- 17.1.2** war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- 17.1.3** rebellion, revolution, insurrection, or military or

usurped power, or civil war;

17.1.4 contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

17.1.5 riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of LIMA or LIMA subcontractors; or

17.1.6 acts or threats of terrorism.

17.2 Consequences of Force Majeure Event

17.2.1 LIMA shall not be considered in breach of this Contract to the extent that performance of its obligations (excluding payment obligations) is prevented by an Event of Force Majeure.

17.2.2 If LIMA is prevented from carrying out its obligations hereunder shall give notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to LIMA.

17.2.3 If and to the extent that LIMA is prevented from executing the Services by the Event of Force Majeure, while LIMA is so prevented shall be relieved of its obligations to provide the Services but shall endeavour to continue to perform its obligations under the Services Agreement so far as reasonably practicable. provided that if and to the extent that LIMA incurs additional cost in so doing, LIMA shall be entitled to the amount of such cost (LIMA having taken reasonable steps to mitigate the cost).

17.2.4 If and to the extent that LIMA suffers a delay during the deployment period as a result of the Event of Force Majeure then it shall be entitled to an extension in time.

17.2.5 If an Event of Force Majeure results in a loss or damage to the Customer Site, then LIMA shall rectify such loss or damage to the extent required by the Customer, provided that any cost of rectification (less any insurance proceeds received by LIMA for the loss or damage) is borne by the Customer (LIMA having taken reasonable steps to mitigate the cost).

17.2.6 The Initial Service Term of each affected Service Component shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.

18. Anti-bribery

Both parties shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (Relevant Requirements) and have and shall maintain in place throughout the term of this Services Agreement their own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Services Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20. Severance

20.1 If any provision or part-provision of this Services Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Services Agreement.

20.2 If any provision or part-provision of this Services

Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire agreement and amendment

21.1 This Services Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

21.2 Each party acknowledges that in entering into this Services Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Services Agreement.

21.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this Services Agreement (whether made innocently or negligently) shall be for breach of contract.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

21.5 No alteration to or variation of this Services Agreement shall take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative.

22. Assignment

22.1 The Customer shall not, without the prior written consent of LIMA, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Services Agreement.

22.2 LIMA may at any time assign, transfer, charge, subcontract or deal in any other manner, with all or any of its rights or obligations under this Services Agreement without the consent of the Customer.

23. No partnership or agency

23.1 Nothing in this Services Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. Third-party rights

No one other than a party to this Services Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

25. Rights and remedies

Except as expressly provided in this Services Agreement, the rights and remedies provided under this Services Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

26. Notices

26.1 Any notice or other communication required to be given to a party under or in connection with this Services Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service providing proof of postage, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

26.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting.

26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

27. Dispute resolution

- 27.1** If a dispute arises under this Services Agreement (Dispute), including any Dispute arising out of any amount due to a party hereto, 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).
- 27.2** 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):
- 27.2.1** 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 Services Agreement (Designated Representative); and
- 27.2.2** Notify the other party in writing of the name and contact information of such Designated Representative.
- 27.3** The Designated Representatives will then meet as often as they deem necessary in their reasonable judgment to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives will mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party will be honoured.
- 27.4** If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, then either party may proceed with any other available remedy.
- 27.5** Notwithstanding the foregoing, either party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.

28. Governing law and jurisdiction

- 28.1** This Services Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 28.2** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Services Agreement or its subject matter or formation (including non-contractual disputes or claims).

29. Interpretation

- 29.1** The definitions and rules of interpretation in this clause apply in these Conditions.
- "Acceptable Use Policy"** LIMA's policy concerning the use of the Services as referred to in the Schedule.
- "Business Day"** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- "Change Control Procedure"** the procedures set out in clause 10.
- "Conditions"** these terms and conditions set out in clause 1 to clause 29 together with the Appendix hereto.
- "Commencement Date"** the date each Service Component is due to commence as stated in the relevant Proposal (or if no such date is specified for the particular Service Component, on the date the parties enter into the relevant Proposal).
- "Confidential Information"** all confidential information (however recorded or preserved) including information, material, data and other communication concerning the business, affairs, customers, or suppliers disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its Representatives) to the other party and that party's Representatives in connection with this Services Agreement which information is either labelled as such or should reasonably be considered as confidential

because of its nature and the manner of its disclosure.

"Contract Year" the annual period from the Commencement Date for the relevant Service Component and each subsequent annual anniversary thereof.

"Customer" a person who signs up for an account with LIMA and completes an 'Account Application Form' in order to purchase Equipment or Services.

"Customer Data" any information that is provided by the Customer to LIMA as part of the Customer's use of the Services, including any information derived from such information.

"Customer Personal Data" any Personal Data comprised in the Customer Data.

"Customer Site" any premises occupied by the Customer at which it receives the Services.

"Customer's Operating Environment" the Customer's computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Customer in connection with its use of the Services and which interfaces with the System in order for the Customer to receive the Services but excluding the Customer-side Equipment.

"Customer-side Equipment" any equipment located or to be located on a Customer Site but controlled or to be controlled exclusively by LIMA as part of the Services (including any Equipment).

"Data Protection Legislation" means the GDPR (and any legislation implemented in connection with the GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any replacement legislation coming into effect from time to time and any other applicable laws relating to the processing of personal data.

"Dispute Resolution Procedure" the procedure described in clause 27.

"Equipment" any equipment to be sold to the Customer by LIMA as set out in the relevant Proposal.

"Exit Plan" has the meaning given in clause 16.1, as such exit plan is updated and amended by the parties from time to time in writing.

"Extended Service Term" has the meaning given in clause 15.2.

"Fees" the fees payable to LIMA, as set out in the Proposal for the respective Services.

"Good Industry Practice" the standards that fall within the upper quartile of a skilled and experienced provider of business-critical managed services similar or identical to the Services, having regard to factors such as the nature and size of the parties, the Service Level Arrangements, the term, the pricing structure and any other relevant factors.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data

"Initial Service Term" with respect to each Service Component, the period from its Commencement Date until the date specified in the relevant Proposal.

"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.

"LIMA Account Team" the individuals appointed by LIMA from time to time who shall serve as the Customer's primary contacts for the Customer's activities under this Services Agreement as specified in a Proposal or otherwise in writing by LIMA.

"LIMA Account Manager" any member of the LIMA Account Team appointed as account manager as specified in a Proposal or otherwise in writing by LIMA.

"LIMA" LIMA Networks Limited with company number 03475103, whose registered address is at 6 Digital Park, Pacific Way, Salford, Manchester, M50 1DR.

"Maintenance" any error corrections, updates and upgrades that LIMA may provide or perform with respect to a Service Component, as well as any other support or training services provided to the Customer, as described in the relevant Schedule.

"Managed Service" the managed service support service as set out in relevant Proposal.

"Standard Business Hours" 8.30 am to 5.30 pm local UK time on Business Days unless defined differently in a Proposal.

"Proposal" a proposal document issued by LIMA setting out the Service Components, Equipment required by the Customer, including any Schedules and Service Level Arrangements relevant to each such Service Component.

"Replacement Supplier" has the meaning given in clause 16.1.

"Schedule" a document which accompanies the Proposal and sets out a description of certain Service Component(s) including Service Level Arrangements (if applicable).

"Service Level Arrangements" the service level arrangements set out for the relevant Service Component as set out in the Schedule.

"Services" all Service Components listed in the Proposal(s) agreed by the parties in accordance with clause 1.

"Service Component" means each element of Services identified in a Proposal which is to be performed by LIMA. One or more Service Components may form part of a single Proposal.

"Services Agreement" the contract between LIMA and the Customer as defined in clause 1.

"Software" any software used by LIMA to provide the Services to the Customer whether owned by a third party (**Third-Party Software**), by the Customer (**Customer Software**) or by LIMA (**LIMA Software**).

"System" the information and communications technology system to be used by LIMA in performing the Services, including the Software, the Customer-side Equipment and communications links between the hardware and the Customer's Operating Environment.

"Transition Services" the services to be provided by LIMA to implementation of the Exit Plan.

"Valid Transfer Mechanism" a mechanism governing the transfer of personal data outside of the European Union which is recognised by the European Commission as providing adequate protection for personal data, including (without limitation) transfers to countries that have been designated as adequate by the European Commission, use of model contract clauses approved by the European Commission, use of approved binding corporate rules and reliance on Privacy Shield certification (for transfers to the US).

"Viruses" without limitation, any malicious code, trojans, worms and viruses, lock, authorisation key or similar device that impairs or could impair the operation of the Software and or the Services.

- 29.2 Clause, Appendix, Schedule and paragraph headings are included for reference only and shall not affect the interpretation of this Services Agreement
- 29.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 29.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 29.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 29.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from

time to time.

- 29.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 29.8 A reference to writing or written includes faxes but not e-mail.
- 29.9 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- 29.10 References to clauses and Appendices are to the clauses and Appendices of this Services Agreement. References to paragraphs and Schedules are references to paragraphs and Schedules of the relevant Proposal.
- 29.11 A person includes an identifiable natural person, corporate or unincorporated body (whether or not having separate legal personality).



Appendix

Data Processing Activities

GDPR requires this Appendix to be included. The personal data being processed must be completely clear and there should be transparency as to the locations and recipients of the personal data. Maintaining this Appendix will also allow LIMA to demonstrate compliance with GDPR and allow for an audit trail. Prior to agreeing the contents of this Appendix, please review it carefully to ensure that it is accurate and reflective of the data processing activities.

Categories of data

The personal data that will be processed by LIMA

We may collect the following information:

- Name and job title
- Contact information including email address
- Demographic information such as postcode, preferences and interests
- Other information relevant to customer surveys and/or offers

Categories of Data Subjects

The categories of data subject whose personal data will be processed by LIMA

Interested parties;

Customers, Employees, System users, External consultants, Directors and Shareholders

Processing Operations

All processing activities to be conducted by LIMA

Documentation that may contain information that should be restricted to certain customer contacts. Scope of Works, Service Contracts, Project documents, Customer Network Diagrams, Customer Proposal

Purposes

All purposes for which the personal data will be processed by LIMA

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes.

Duration

The length of time for which data processing activities will be carried out

- Six months is generally held to be an appropriate data retention period for personal information of a transactional nature; for example, data is information held in support of a customer order.
- Five years should be regarded as the maximum period of retention although as mentioned above, a shorter period may be appropriate. No data file or record should be retained for more than five years after it is closed unless a good reason can be demonstrated.