



Technology tailored to you

Master Services Agreement

QR559 REV-01

1. Formation of Contract

- 1.1** The Services Agreement shall come into existence in accordance with these conditions on the earlier of:
- 1.1.1** The date on which the Contract Details are signed by both parties; or
 - 1.1.2** The date that LIMA issues written acceptance of the first order for the services placed by the customer.

2. Equipment

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

- 2.1** The risk in the Equipment or Hardware shall pass to the Customer on completion of delivery.
- 2.2** Title to the Equipment or Hardware shall not pass to the Customer until LIMA receives payment in full (in cash or cleared funds) for the Equipment or Hardware.
- 2.3** Until ownership of the Hardware or 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 or Hardware 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 Hardware or the Equipment do not comply with the warranty set out in clause 2.5;
 - 2.5.2** LIMA (or such other person as LIMA directs) is given a reasonable opportunity of examining such Equipment or Hardware; and
 - 2.5.3** The Customer (if asked to do so by LIMA) returns such Equipment or Hardware 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 Hardware, or refund the price of the defective Equipment or Hardware in full.
- 2.6** LIMA shall not be liable for the Equipment or Hardware'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 or Hardware 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 Hardware or (if there are none) good trade practice regarding the same;
 - 2.6.3** The Customer alters or repairs such Equipment or Hardware 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 or Hardware 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 or Hardware's failure to comply with the warranty set out in clause 2.4.
- 2.8** The Equipment or Hardware 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 or Hardware.
- 2.9** The Customer acknowledges and accepts that LIMA only provides the Equipment or Hardware to the Customer on the express conditions that LIMA will not be responsible for, not

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 or Hardware 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 agree to accept any Equipment or Hardware for return, such Equipment or Hardware 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 or Hardware under clause 2.11, the customer shall pay a handling charge of 10% of the invoice value of the Equipment or Hardware returned.
- 2.13** Any Equipment and Hardware 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 as from the Effective Date for the duration of the Term or until this Services Agreement terminates for any reason.
- 3.2** The Service Level Arrangements set out in the relevant Schedule (if applicable) shall apply with effect from the start of the first complete month occurring at least 30 days after the Effective Date.
- 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 Contract Details, 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 Hardware or Software in its network or in 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 the Service Level Arrangements. If such changes will have an adverse effect, LIMA shall notify the Customer and the parties shall follow the Change Control Procedure.

4. Customer Data

- 4.1 Each party warrants that it shall comply with the current data protection legislation when performing the Services under this Services Agreement.
- 4.2 The Customer shall be the Data Controller, and the parties hereby acknowledge that LIMA will be acting as Data Processor in respect of any data processing activities in relation to Customer Data that LIMA carries out under the Services Agreement.
- 4.3 Where LIMA is required to process Customer Data as part of the provision of the Services, LIMA undertakes to the Customer that:
 - 4.3.1 LIMA shall process the Customer Personal Data only in accordance with the written instructions of the Customer and to the extent, and in such a manner, as is reasonably necessary to supply the Services in accordance with this Services Agreement or as is required by any applicable law;
 - 4.3.2 in respect of Customer Personal Data of the Customer, which is in the possession or under the control of LIMA, LIMA shall implement the technical and organisational measures to protect this Customer Personal Data against unauthorised or unlawful processing and accidental loss, destruction, alteration or disclosure;
 - 4.3.3 LIMA shall not (and shall ensure that its personnel do not) publish, disclose or divulge any Customer Personal Data to any third party, nor allow any third party to process Customer Personal Data on LIMA's behalf without the prior written consent of the Customer;
 - 4.3.4 LIMA shall not transfer Customer Personal Data outside the European Economic Area without the prior written consent of the Customer; and
 - 4.3.5 LIMA shall use reasonable endeavours to assist the Customer with any subject access request that the Customer receives relating to Customer Personal Data processed by LIMA under this Services Agreement.

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 LIMA shall ensure that any System that LIMA supplies as part of the Services are designed, maintained and upgraded at all times so as to minimise the risk of attack by Viruses.
- 6.3 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. The LIMA Account Team shall consist of the personnel listed in paragraph 2 of the Contract Details. LIMA shall use reasonable endeavours to ensure continuity of its personnel assigned to the Services Agreement;
 - 7.1.3 Appoint the Customer Representative, who shall have the authority to contractually bind the Customer on all matters relating to this Services Agreement. 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 1818; and
 - 7.1.5 Carry out all other Customer responsibilities set out in the Services Agreement or in any of the Schedules 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 Hardware or 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 third-party materials, including any materials supplied by LIMA to the Customer, shall not cause the Customer to infringe the rights, including any Intellectual Property Rights, of any third party;
- 8.2.5** Any software, system or telecommunications provided by or on behalf of LIMA will be tested for Viruses and any identified Viruses deleted in accordance with Good Industry Practice before the date of delivery or use of such 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 Contract Details for each of the Services.
- 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 as set out in the Schedules.
- 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, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Lloyds Bank plc's base rate from time to time. 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 to such Intellectual Property Rights.
- 11.2** The Customer shall own and retain all rights, title and interest in and to the Customer Data. 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 concerning the business, affairs, customers, or suppliers 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.

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:
- 14.2** Any breach of this Services Agreement;
 - 14.3** Any use made by the Customer of the Services; and
 - 14.4** Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Services Agreement.
- 14.5** Except as expressly and specifically provided in this Services Agreement:
- 14.5.1** 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
 - 14.5.2** 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.
- 14.6** Nothing in this Services Agreement excludes or limits the liability of LIMA for:

- 14.6.1** Death or personal injury caused by LIMA's negligence;
- 14.6.2** Fraud or fraudulent misrepresentation; or
- 14.6.3** Any other liability which cannot lawfully be excluded or limited.

- 14.7** The Service Level Arrangements state the Customer's full and exclusive right and remedy, and LIMA's only obligation and liability, in respect of the performance and availability of the Services, or their non-performance and non-availability.

- 14.8** Subject to clause 14.6 and clause 14.7.14.7:

- 14.8.1** 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 for any loss of profits, loss of business, depletion of goodwill or similar losses, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and
- 14.8.2** 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 the performance or contemplated performance of this Services Agreement shall be limited to a sum equal to 110% of the price paid for the Services during the 12 months preceding the date on which the claim arose;
- 14.8.3** LIMA's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, in relation to the Hardware or Equipment, shall not exceed the replacement value of the Hardware or Equipment.

15. Term and termination

- 15.1** This Services Agreement shall commence on the Effective Date. Save as set out in the Schedule and unless terminated earlier in accordance with this clause 15, this Services Agreement shall continue in force for the Initial Term and shall automatically extend for successive 12-month periods (Extended Term) at the end of the Initial Term and at the end of each Extended Term. A party may give written notice to the other party, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate this Services Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 15.2** 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 this Services Agreement with immediate effect by giving written notice to the other party if:
- 15.2.1** The other party fails to pay any amount due under this Services Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 15.2.2** The other party commits a material breach of any material term of this Services Agreement 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;
 - 15.2.3** 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;
 - 15.2.4** 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;

- 15.2.5** 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;
- 15.2.6** 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);
- 15.2.7** 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;
- 15.2.8** 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;
- 15.2.9** 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;
- 15.2.10** 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 15.2.3 to clause 15.2.9 (inclusive);
- 15.2.11** The other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 15.2.12** There is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

- 15.3** 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 shall remain in full force and effect.
- 15.4** Termination of this Services Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 15.5** On termination of this Services Agreement for any reason:
 - 15.5.1** 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;
 - 15.5.2** 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
 - 15.5.3** 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.

- 15.6** 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 15.5.3, 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.

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 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, 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** LIMA shall have no liability to the Customer under this Services Agreement if it is prevented from, or delayed in, performing its obligations under this Services Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control except to the extent that LIMA could reasonably have avoided such circumstances by fulfilling its obligations in accordance with clause 17.2 or otherwise exercising the level of diligence that could reasonably have been expected of it (having exercised Good Industry Practice), including strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving the workforce of LIMA), act of God, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a Force Majeure Event), provided that:
 - 17.1.1** The Customer is notified of such an event and its expected duration; and
 - 17.1.2** LIMA uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned, and that if the period of delay or non-performance continues for 12 weeks or more, the party not affected may terminate this Services Agreement by giving 14 days' written notice to the other party.

- 17.2** LIMA shall have in place an appropriate Disaster Recovery Plan to ensure that it is able to comply with its obligations under this Services Agreement and keep such Disaster Recovery Plan maintained and updated.

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 (comprising the Contract Details, the Conditions and the Schedule(s)) 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

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.

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.

"Confidential Information" all confidential information (however recorded or preserved) 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 Details" the Contract Details annexed to the front of these Conditions.

"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.

"Data Controller" has the meaning given to that term in the current data protection legislation. "Data Processor" has the meaning given to that term in the current data protection legislation.

"Disaster Recovery Plan" the plans maintained by LIMA containing the actions to be taken, the resources to be used and the procedures to be followed to support recovery in the event of a disaster affecting the Services provided under this Services Agreement.

"Dispute Resolution Procedure" the procedure described in clause 27. "Effective Date" the date of this Services Agreement.

"Equipment" any equipment to be sold to the Customer by the Supplier as set out in Contract Details and the Schedule.

"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.

"Fees" the fees payable to LIMA, as set out in the Schedule for each of the 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.

"Hardware" all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by LIMA to deliver the Services to the Customer as set out in the Schedule.

"Initial Term" the period from the Effective Date until the first anniversary of the Effective Date.

"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. The initial members of the LIMA Account Team are set out in paragraph 2 of the Contract Details.

"LIMA Account Manager" the member of the LIMA Account Team appointed in accordance with clause 7.1.2. The LIMA Account Manager at the Effective Date is named in the Contract Details.

"Maintenance" any error corrections, updates and upgrades that LIMA may provide or perform with respect to the Services, as well as any other support or training services provided to the Customer under this Services Agreement, all as described in the Schedule.

"Managed Service" the Managed Service support service as set out in the Schedules. "Normal Business Hours" 8.30 am to 5.30 pm local UK time on Business Days. "Personal Data" has the meaning given to that term in the current data protection legislation.

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

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

"Services" the service(s) selected in the Contract Details as included in the Services which are further described in the relevant Schedules and are to be performed by LIMA in accordance with this Services Agreement.

"Services Agreement" the contract between LIMA and the Customer for the supply of Equipment and/or Services in accordance with the Contract Details, the Conditions and the Schedule.

"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 Hardware, the Software, the Customer-side Equipment and communications links between the Hardware and the Customer-side Equipment and the Customer's Operating Environment.

"Term" the Initial Term and any Extended Term, unless terminated earlier in accordance with clause 15.

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

"Virus" 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, schedule and paragraph headings 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 schedules are to the clauses and schedules of this Services Agreement. References to paragraphs are to paragraphs of the relevant schedule.
- 29.11** A person includes an identifiable natural person, corporate or unincorporated body (whether or not having separate legal personality).