

- 8.6 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of:
- 8.6.1 breach of any law by the Customer in connection with the performance of the Services;
 - 8.6.2 any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of the Company) to the extent such claim is in excess of the Consideration paid for the Services under the Contract that are subject to the claim; or
 - 8.6.3 any claims arising as a result of any misuse or unauthorized use of any Reports issued by the Company or any Intellectual Property Rights belonging to the Company (including trade marks) pursuant to this Contract.

Notwithstanding any other provision of these Terms and Conditions, the Customer's liability under this indemnity shall be unlimited.

- 8.7 negligence or breach of statutory duty) or otherwise in connection with the performance of the Contract shall be limited to such amount as would

or regulatory requirement, or by a requirement of an accreditation body.

20.4 The Data Processor shall make available to the Data Controller such further information and (as applicable) allow for and contribute to any audit or review exercise, conducted by the Data Controller or an auditor mandated by the Data Controller to provide assurance that the Data

CERTIFICATION SERVICES ANNEX

Where the Company is providing certification Services the terms of this Annex shall apply. In the event of a conflict between the Terms and Conditions and this Annex, the terms of this Annex shall apply. Capitalised terms used in this Annex shall have the meaning ascribed to them in the Terms and Conditions, unless otherwise provided in this Annex.

The following terms shall have the following meanings in this Annex:

"Standard" means a document which contains details of specified requirements and methodologies for testing and/or inspection and/or certification against which

certificate, the Company reserves the right to make public the fact that such action has been taken.

4.3 In the event the Company is unable to supply certification or is no longer able to continue to supply certification accredited by the relevant accreditation body or otherwise withdraws from supplying certification, the Company will notify the Customer within thirty (30) days and the certificates will be suspended ipso facto within six (6) months after the date of withdrawal.

4.4 In the event that the Company suspends or withdraws a certificate, the Customer (including the Customer's group companies) shall:

4.4.1