

- 8.4 SUBJECT TO CONDITIONS 8.3 AND 8.8, THE COMPANY'S LIABILITY TO THE CUSTOMER FOR BREACH OF CONTRACT, BREACH OF STATUTORY OBLIGATION (INCLUDING CLAIMS FOR NEGLIGENCE), BREACH OF GOOD MANNERS, MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE GREATER OF (i) CZK 145,000 OR (ii) THE CONSIDERATION FOR THE SERVICES PAYABLE EACH YEAR UNDER THE CONTRACT THAT ARE SUBJECT TO THE CLAIM. Save in the case of fraud or fraudulent concealment by the Company, the Company shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:
- 8.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within one (1) year of the Customer becoming aware thereof and within ten (10) years after the completion of the Services to which the claim relates; and
 - 8.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been
- 8.5 Except where the Services are provided to a person who deals as a consumer (within the meaning of Section 419 of the Civil Code), all warranties, conditions or other terms express or implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.
- 8.6 The Customer acknowledges that the above provisions of this condition 8 are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.
- 8.7 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:
- 8.7.1 breach of any law by the Customer in connection with the performance of the Services;
 - 8.7.2 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
 - 8.7.3 any claims arising as a result of any misuse or unauthorized use of any Reports issued by the Company or any Intellectual

- 20.3.3 upon receiving any request, complaint or communication relating to the Data Controller's obligations under the Data Protection Laws:
- (a) notify the Data Controller as soon as reasonably practicable;
 - (b) assist the Data Controller by implementing appropriate technical and organisational measures to enable the Data Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws in respect of Personal Data processed by the Data Processor under this Contract or comply with any assessment, enquiry, notice or investigation under any Data Protection Laws, provided in each case that the Data Controller shall reimburse the Data Processor in full for all costs reasonably incurred by the Data Processor performing its obligations under this sub-condition 20.3.3;
- 20.3.4 ensure that at all times it has in place appropriate technical and organisational measures as required by Article 32 of the GDPR;
- 20.3.5 ensure that its employees who may have access to the Personal Data are subject to appropriate confidentiality obligations;
- 20.3.6 implement appropriate organisation and technical measures to assist the Data Controller in meeting its obligations in relation to Articles 33 to 36 of the GDPR taking into account the nature of processing and the information available to the Data Processor;
- 20.3.7 not authorise any sub-contractor to process the Personal Data ("**sub-processor**") other than with the prior written consent of the Data Controller, it being acknowledged that the Data Controller consents to the appointment of sub-processors who may from time to time be engaged by the Data Processor who in each case are subject to terms between the Data Processor and the sub-processor which are no less protective than those set out in this condition 20, provided that the Data Processor notifies the Data Controller of the identity of such sub-processors and any change to them; and
- 20.3.8 cease Processing the Personal Data within ninety (90) days upon the termination or expiry of this Contract or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Data Controller's option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent that the Data Processor is required to retain the Personal Data due to a legal 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 Processor is in compliance with the obligations set out in this condition 20, provided always that this requirement shall not oblige the Data Processor to provide or permit access to information concerning: (i) the Data Processor's internal pricing information; (ii) information relating to other clients of the Data Processor; (iii) any Data Processor non-public external reports; or (iv) any internal reports prepared by the Data Processor's internal audit or compliance functions. The Data Processor must immediately inform the Data Controller if, in its opinion, an instruction provided by the Data Controller pursuant to this Contract infringes the GDPR or other EU or Member State data protection provisions.
- 21. Sub-contracting**
- 21.1 Unless otherwise restricted by the terms of the Contract and/or obligations under any accreditation or governing approval, the Company shall be entitled, in its absolute discretion, to sub-contract the whole of or any part of the Service.
- 21.2 The Company may assign, delegate, license or hold on trust, all or any part of its rights or obligations under the Contract.
- 21.3 The Contract is personal to the Customer which may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.
- 22. Confidentiality**
- For the purposes of this condition 22, "**Confidential Information**"

