

or The team of M/s L-1 Identity Solutions Operating Company in the course of performing the Services under this Contract.

15.2 The Purchaser shall have the sole ownership of and the right of use, proprietary Biometric templates of residents of India as created and maintained by M/s L-1 Identity Solutions Operating Company in the course of performing the Services under this Contract. In the event of termination or expiry of contract, M/s L-1 Identity Solutions Operating Company shall transfer all the proprietary templates to UIDAI in an electronic storage media in a form that is freely retrievable for reference and usage in future.

15.3 The Data shall be retained by M/s L-1 Identity Solutions Operating Company not more than a period of 7 years as per Retention Policy of Government of India or any other policy that UIDAI may adopt in future.

16. Indemnity

16.1 M/s L-1 Identity Solutions Operating Company shall execute and furnish to the Purchaser, a Deed of Indemnity in favour of the Purchaser in a form and manner acceptable to the Purchaser, indemnifying the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a. any negligence or wrongful act or omission by M/s L-1 Identity Solutions Operating Company or the team of M/s L-1 Identity Solutions Operating Company or any third party associated with M/s L-1 Identity Solutions Operating Company in connection with or incidental to this Contract; or
- b. any breach of any of the terms of the bid of M/s L-1 Identity Solutions Operating Company as agreed, the Bid and this Contract by M/s L-1 Identity Solutions Operating Company, the team of M/s L-1 Identity Solutions Operating Company or any third party.
- c. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.