

or to any third party whose Personal Information and/or Sensitive Personal Information as disclosed by the **CONTRACTOR** to the **CLIENT** in accordance with the agreement.

- 15.2. The **CLIENT** shall ensure and warrant that only authorized employees shall process or have access to the DATA.
- 15.3. The **CONTRACTOR** and **CLIENT** shall each be responsible for the safekeeping of the DATA from the receipt of such DATA until the same is returned. All data shall be returned to the originating party within 30 days from the date of the termination of the agreement.
- (a) The **CLIENT** shall cease to be responsible for the loss of Data from the date the same is returned to the **CONTRACTOR**; provided, that the **CLIENT'S** liability for the loss of Data not returned within the period specified above shall be in full force and effect until such Data is returned, or the return of such Data is waived by the **CONTRACTOR** in writing. Data shall be considered lost if the **CLIENT** is not able to return Data received by it within a period of fifteen (15) days from the lapse of the period specified above;
- (b) All Data provided by the **CONTRACTOR** shall be used and processed by the **CLIENT** exclusively and solely for the purpose stated when the DATA was requested. The **CLIENT** shall be solely and exclusively liable for the use of such Data beyond the normal requirements to perform its obligations under the agreement, and the **CLIENT** shall indemnify and hold the **CONTRACTOR** free and harmless from and against any and all liability, damages, claims, actions, expenses, losses, or fees that may arise from the unauthorized use of the Data;
- (c) The **CLIENT** shall return such Data or portions thereof as the **CONTRACTOR** may request from time to time, within fifteen (15) days from the date of the **CONTRACTOR'S** written request. The **CLIENT** shall furthermore comply with the **CONTRACTOR'S** reasonable instructions for the correction, alteration, and disposal of any Data provided by it and under the custody of the **CLIENT**;
- (d) The **CLIENT** shall exercise extraordinary diligence in protecting the integrity and confidentiality as well as in ensuring the availability of Data and shall implement adequate administrative, physical and technical safeguards for the protection of the Data ("Data Privacy and Security System"); and ensure that all such safeguards, including the manner in which the Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms of this agreement. The **CLIENT** shall, upon request of the **CONTRACTOR**, provide information on the Data Privacy and Security Systems employed by the **CLIENT** in relation to the access, use, storage, processing, disposal and disclosure of the Data, and comply with the reasonable instructions on such improvements of the Data Privacy and Security System as the **CONTRACTOR** finds to be necessary; provided, that the **CLIENT'S** compliance with any such instructions shall not diminish its liability for all indemnities that may be due to the **CONTRACTOR** as a result of the breach of any of its obligations pursuant to this agreement;
- (e) The **PARTIES** shall notify their counterpart immediately of any breach of its Data Privacy and Security System which compromises any of the Data, within two (2) hours from knowledge or the reasonable belief of the occurrence thereof. The Parties shall provide the other every