

Services Schedule  
To Luxoft  
PO Terms and Conditions

1. The term "Goods" as used in these PO Terms and Conditions refers to the goods or services (or both) to be provided by Seller to Buyer as specified in the purchase order or other documents included in this Agreement, including any service and replacement parts, except for licenses.
2. Buyer may at any time require Seller to implement changes to the specifications or the scope of any services or work covered by this Agreement, including work related to inspection, testing or quality control. While Buyer will endeavor to discuss any such changes with Seller as early as practical, Seller will promptly implement such changes. Buyer and Seller will equitably determine any adjustment in price or delivery schedules resulting from such changes. In order to assist in the determination of any equitable adjustment in price or delivery schedules, Seller will, as requested, provide information to Buyer, including documentation of changes in Seller's cost of services and the time to implement such changes. In the event of any disagreement arising out of such changes, Buyer and Seller will work to resolve the disagreement in good faith and Seller will continue performing under this Agreement, including prompt implementation of changes required by Buyer, while Buyer and Seller resolve any disagreement arising out of such changes. Notwithstanding anything to the contrary contained in this Agreement, Seller acknowledges that Seller will not be entitled to any adjustment in price or delivery schedules or any other compensation in connection with inspection, testing, quality control or any other changes implemented as a result of Seller's delivery of non-conforming Goods.
3. Any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property ("Developed IP") that results from engineering, consulting or development services ("Development Services") funded under this Agreement will be the sole property of Buyer. Seller hereby assigns all right, title and interest in and to any such Developed IP to Buyer upon its creation. Seller will notify Buyer of the existence of Developed IP and assist Buyer in every reasonable way to perfect its right, title and interest in Developed IP, such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer will reimburse Seller for reasonable costs incurred by Seller in providing such assistance.
4. In case Seller (in this clause Seller means Seller and/or any of its Affiliates/representatives) receives or has access to any information relating to an identified or identifiable person ("Personal Data") from Buyer (in this clause Buyer means Buyer and/or any of its Affiliates), Seller will comply with this subsection.
5. The Seller acknowledges that Buyer is the data controller in respect of Buyer's Personal Data that the Seller processes in the course of providing services for Buyer, and that the Seller is the data processor in respect of Buyer's Personal Data.
6. Seller shall ensure that it complies with the provisions and obligations imposed by the applicable legislation relating to data protection.

7. In addition Seller shall be bound by the following obligations with regard to Personal Data received or given access to by Buyer. Seller agrees that it shall:
- (a) only (i) carry out processing of Buyer's Personal Data in accordance with Buyer's instructions and (ii) comply with instructions from Buyer to rectify, erase and/or block Buyer's Personal Data;
  - (b) agree with Buyer and implement appropriate technical and organizational measures to protect Buyer's Personal Data against unauthorised or unlawful processing and accidental destruction or loss;
  - (c) use all reasonable endeavors to advise Buyer if, in the light of new technology and methods of working, Buyer should consider revising the implemented security methods;
  - (d) not sub-contract any processing of Buyer's Personal Data without the prior written consent of Buyer;
  - (e) immediately refer to Buyer any requests, notices or other communication from data subjects, data protection authorities or any other law enforcement authority, for Buyer to resolve;
  - (f) at no additional cost, provide such information to Buyer as Buyer may reasonably require, and within the timescales reasonably specified by Buyer, to allow Buyer to comply with the rights of data subjects, including subject-access rights, or with notices served by any data protection authority;
  - (g) not transfer any of Buyer's Personal Data outside of the European Economic Area without the prior written consent of Buyer;
  - (h) represent and warrant that its collection, access, use, storage, disposal and disclosure of Buyer's Personal Data does and will comply with all applicable federal, state, provincial, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives;
  - (i) immediately forward to Buyer any requests by data subjects regarding the correction or deletion of Personal Data;
  - (j) immediately notify Buyer of any monitoring activities and measures undertaken by the supervisory authority;
  - (k) immediately notify Buyer if the Seller infringes provisions relating to the protection of Buyer's Personal Data. The Parties agree and acknowledge that Art. 33 and 34 GDPR may impose a notification obligation in the event of the loss or unlawful disclosure of Personal Data or access to it; Seller shall notify potentially relevant incidents to Buyer immediately and provide Buyer with all reasonably required support (i) in assessing whether a notification obligation may exist, (ii) mitigating any harm to the data subjects concerned and (iii) supporting Buyer in conducting and filing such notification;
  - (l) on the termination of this Agreement and at the choice of Buyer, return all of

Buyer's Personal Data to Buyer or destroy all of Buyer's Personal Data and certify to Buyer that it has done so, unless prevented from doing so by applicable laws. In that case, the Seller warrants that it will guarantee the confidentiality of Buyer's Personal Data and will not actively process such Personal Data anymore; and

- (m) Comply with all Instructions, security measures contained in GDPR, maintain all necessary records according to GDPR.
8. Seller agrees to provide an annual written certification of its GDPR compliance to Buyer to the following e-mail address: [GlobalDataProtectionOffice@luxoft.com](mailto:GlobalDataProtectionOffice@luxoft.com).
  9. The Seller shall, at no additional cost, keep or cause to be kept full and accurate records relating to all processing of Buyer's Personal Data on behalf of Buyer and shall, upon reasonable notice, grant Buyer and its auditors and agents, a right of access to and to take copies of such records in order to assess whether the Seller has complied with its data protection obligations. The Seller shall, upon reasonable notice, allow Buyer and its auditors and agents access to premises and other materials and to its personnel and shall provide all reasonable assistance in order to assist Buyer and its auditors and agents in exercising its audit rights under this Clause.
  10. Seller's data protection obligations shall continue throughout the Agreement and for a period of six (6) years thereafter.