

Service Description: Managed Customer Experience (MCX) Services

This document, including any referenced materials expressly incorporated herein ('Service Description'), describes in general the features and functions of (and associated obligations, limitations, and conditions relating to) NTT DATA's Managed Customer Experience (MCX) Services, as well as the optional add-on service components made available by NTT DATA in connection therewith (the 'Services').

For the avoidance of doubt, any optional add-on services described in this Service Description will only be provided by NTT DATA to the extent they are purchased by Client and included within the scope of the relevant MCX SOW.

This Service Description is maintained by NTT DATA at this URL (or successor site) and may be updated by NTT DATA from time-to-time (effective upon publication).

Part A. Managed Customer Experience (MCX) Transition-In Period

1 Description

1.1 The parties will, where applicable, prepare, document and conduct transition activities for any Transition-In Period in accordance with the provisions of this Part A.

2 Transition scope

- 2.1 NTT DATA will, during the applicable Transition-In Period, perform agreed transition activities as part of the Service, utilizing NTT DATA methodologies and models.
- 2.2 The Configuration Items in Appendix A (Service Details) will be validated during the Transition-In Period which may lead to adjustments made to the Configuration Item quantity in Appendix D (Charges).
- 2.3 Risks and issues will be identified, prioritized and assigned during the Transition-In Period.

3 Transition Project Plan

- 3.1 The parties shall complete the transition activities and milestones in accordance with an agreed transition schedule.
- 3.2 The transition schedule project plan will be reviewed and approved during the planning phase of the Transition-In Period by the designated representatives.

4 Transition Governance

- 4.1 Meetings and meeting structure will be agreed in the Client kick-off meeting for the Transition-In Period.
- 4.2 An escalation path matrix or diagram will be included in the transition scope document.

5 Designated Transition Representatives

5.1 During the Transition-In Period, NTT DATA will follow an established process, which will be coordinated and managed by designated representatives from both parties. These representatives must make themselves available to assist and provide input into the execution of the process.

6 Additional Transition Obligations

- 6.1 On NTT DATA's reasonable request, Client must provide NTT DATA with specific information to enable the provision of the Services, including
 - (a) information about Client, Configuration Items and associated attributes, access methods and any other relevant technical information;
 - (b) authorized contacts who can log tickets with NTT DATA;
 - (c) Client's contacts for Priority escalation purposes;
 - (d) relevant processes and policies; and
 - (e) contact information for third-party supplied equipment or services; or maintenance and service support of such equipment or services.
- 6.2 If requested by NTT DATA, Client will (at its cost) provide network access for NTT DATA to connect automated discovery tools for the collection of additional Configuration Items and associated attributes required to provide the Service. If requested by Client, NTT DATA will, at an additional charge, conduct a physical on-site discovery exercise in respect of Client's infrastructure for the purpose of collecting Configuration Item information.
- On receipt of the aforementioned information, NTT DATA will review Client's Configuration Items and infrastructure architecture to determine if the Configuration Items can be supported by the Service and will notify Client of any changes required to enable NTT DATA to meet the requirements.
- 6.4 Where applicable NTT DATA will, during the Transition-In Period:
 - (a) create and configure a Service Portal for Client;
 - (b) provide access to End Users as identified by Client; and



(c) provide Client with instructions for navigating the Service Portal.

Part B. Managed Customer Experience (MCX) Service Features

1 General

- 1.1 For the avoidance of doubt, NTT DATA will only supply to Client those Service Features in respect of the Configuration Items specifically set out in the SOW. Furthermore, technology that is not supported as a standard supported technology must be approved by NTT DATA before it is included in scope of the Services.
- 1.2 All monitoring in respect of the Service will be performed from the NTT DATA Network Operations Centre (NOC) and will be conducted remotely. The NTT DATA NOC will monitor the Vendor Platform at the public cloud and application level.

2 Incident management

Tier 2 Call Management

- 2.1 NTT DATA will raise an Incident record as a result of:
 - (a) Client logging an Incident with NTT DATA through the Service Desk;
 - (b) Client logging an Incident with NTT DATA via the Service Portal; or
 - (c) detection of an event on monitored Configuration Items.
- 2.2 Following the creation of an Incident record, NTT DATA will respond to Client to confirm the initial Incident classification and prioritization.
- 2.3 Client must:
 - (a) raise Priority 1 and 2 Incidents with the Service Desk by telephone only; and
 - (b) provide NTT DATA with Client contacts authorized to log Incidents and notify NTT DATA of any changes to these contacts.
- 2.4 Client may request the escalation of an Incident to a higher Priority level by contacting an escalation manager through the Service Desk and quoting the reference number.
- 2.5 NTT DATA may downgrade an escalated Incident if it is being managed to a scheduled timeframe, or resolution has been provided to Client and is in the process of being tested.
- 2.6 Where Client initiated the escalation, NTT DATA will obtain Client's approval prior to downgrading.

Tier 2 Incident Diagnosis and Resolution

- 2.7 NTT DATA will:
 - (a) remotely diagnose the cause of the Incident by connecting to the Configuration Item to perform Incident diagnosis;
 - (b) suggest a course of action to resolve the Incident or put a Workaround in place; and
 - (c) update Client on progress.
- 2.8 Once the Incident is resolved, NTT DATA will:
 - (a) close the Incident record; and
 - (b) notify Client of resolution and closure of the Incident record.
- 2.9 Where an Incident is caused by Client making changes to Configuration Items, Client may incur an Additional Charge.
- 2.10 An Incident may be classified as a Major Incident, where NTT DATA agrees that specific criteria are met, including:
 - (a) Client's business, or a critical business function, is inoperable or has the potential to become inoperable;
 - (b) an Incident is causing, or has the risk of causing, a significant revenue impact to Client and a timely solution has not been determined.
 - (c) NTT DATA will channel a Major Incident through a stricter resolution process that includes, where possible:
 - (d) shorter timeframes;
 - (e) assignment of additional resources; and
 - (f) assignment of a dedicated Major Incident manager.



Incident Reporting

- 2.11 NTT DATA will provide Client with Incident management reporting information, including:
 - (a) statistical information in respect of Incident management; and
 - (b) incident management Service Level Target achievement.

3 Availability management

Availability Event Monitoring and Reporting

- 3.1 NTT DATA will:
 - (a) monitor for the availability of Configuration Items within the agreed Service Calendar;
 - (b) detect availability-related Events (where the monitoring tools are supported and managed by NTT DATA);
 - (c) where required, initiate the Incident management process, as described in clause 2 of this Part B; and
 - (d) notify Client that the Incident management process has been initiated.
- 3.2 NTT DATA will provide Client with availability data, including:
 - (a) statistical information in respect of availability Events; and
 - (b) availability management Service Level Target achievement, where applicable.

Availability Improvement Recommendation

- 3.3 NTT DATA will, periodically, analyze the available data to assess where a Configuration Item's availability could be improved.
- 3.4 Any availability improvement recommendations will be provided to Client as part of the monthly reporting, and will include:
 - recommended actions to be taken (which could include the recommendation to do a more detailed investigation); and;
 - (b) where possible, the estimated cost of the remediation or recommendation by NTT DATA.

Availability Planning

- 3.5 NTT DATA will, periodically, as agreed with Client:
 - (a) work with Client to understand future availability requirements;
 - (b) analyze the available data to identify any expected availability concerns in the context of Client requirements;
 - (c) assess possible remedial actions and recommendations for expected availability concerns;
 - (d) document the results in an initial Availability Plan created after the first 3 months, and updated every 3 months thereafter, and
 - (e) provide Client with the Availability Plan for review and sign-off.

4 Service Level management

Service Level Requirements Discovery

- 4.1 NTT DATA will:
 - (a) establish, at Client Transition, Client's required Service Level Targets, within the construct of the Service;
 - (b) based on information requested by NTT DATA and provided by Client, determine:
 - (i) the feasibility of Client's required Service Level Targets;
 - (ii) the supporting operational level requirements with Client's third parties; and
 - (iii) where possible, remedial actions and recommendations, including requirements for additional resources, required to achieve Service Level Targets; and
 - (c) document and make available the results of the determination made under clause (b) above
- 4.2 NTT DATA, on agreement with Client, will:
 - (a) document agreed Service Levels Targets; and
 - (b) where applicable, configure the Service Management System with agreed Service Level Targets.
- 4.3 For the avoidance of doubt, Client will be responsible for:
 - (a) where applicable, the negotiation and/or set up of third-party contracts; and/or
 - (b) where applicable, providing NTT DATA with a letter of agency, in respect of Client's third parties, authorizing NTT DATA to obtain information and take whatever other steps are necessary to provide Services:
 - (c) implementation of any remedial actions, including the provision of additional resources.



Service Level Monitoring and Reporting

- 4.4 NTT DATA will monitor its performance against the Service Level Targets agreed with Client and will make monthly service management information available to Client.
- 4.5 The Service Level information does not include reporting on any Service Levels Targets agreed between Client and a third party.
- 4.6 NTT DATA may, on written request by Client, agree to produce customized or additional reporting at an Additional Charge.

Service Management Review Meeting

- 4.7 NTT DATA will schedule a regular service management review meeting with Client, as agreed between the parties.
- 4.8 NTT DATA will compile and distribute a copy of the meeting notes to Client within a reasonable timeframe.
- 4.9 Items to be discussed at the meeting may include any previously agreed actions and associated timeframes agreed going forward.
- 4.10 The parties must make suitably skilled representatives available to attend a service management review meeting.
- 4.11 Should Client require NTT DATA to attend a service management review meeting at a location more than 100 kilometers from an NTT DATA office, Client shall notify NTT DATA no less than 10 business days before the review meeting and reimburse NTT DATA for associated travel expenses.

Service Delivery Manager

- 4.12 NTT DATA will assign a service delivery manager to Client, whose role will include:
 - (a) acting as a primary point of contact for Client in respect of Service delivery;
 - (b) monitoring and managing Service delivery;
 - (c) maintaining overall governance and compliance with contractual obligations;
 - (d) scheduling and facilitating service management review meetings; and
 - (e) bringing key issues and applicable recommendations identified in the course of delivering the Service to the attention of Client.

5 Event management

Event Handling

- 5.1 NTT DATA will:
 - (a) monitor for Events within the agreed Service Calendar;
 - (b) assess Events against predefined rules;
 - (c) where possible, resolve Events automatically; or
 - (d) route Events accordingly to the relevant process for investigation and resolution.

Event Optimization

- 5.2 NTT DATA will, periodically:
 - (a) identify opportunities to optimize Event handling; and
 - (b) where possible, add new automation rules to the Service Management System.

6 Capacity management

Capacity Needs Analysis

- 6.1 NTT DATA will:
 - (a) analyze Client's capacity needs, based on information requested by NTT DATA and provided by Client;
 - (b) document and make available the results of the capacity needs analysis.

Capacity Event Monitoring and Reporting

- 6.2 NTT DATA will:
 - (a) monitor capacity utilization of Configuration Items within the agreed Service Calendar;
 - (b) detect capacity-related Events;
 - (c) where required, initiate the Incident management process, as described in clause 2 of this Part B; and
 - (d) notify Client that the Incident management process has been initiated.
- 6.3 NTT DATA will provide Client with capacity data, including:
 - (a) statistical information in respect of capacity Events; and



(b) capacity management Service Level Target achievement, where applicable.

Capacity Improvement Recommendation

- 6.4 NTT DATA will periodically analyze the available data to determine where a Configuration Item's capacity could be improved.
- 6.5 Any capacity improvement recommendations will be provided to Client as part of the monthly reporting, and will include:
 - (a) recommended actions to be taken (which could include the recommendation to do a more detailed investigation); and
 - (b) where possible, the estimated cost of the remediation or recommendation by NTT DATA.

Capacity Planning

- 6.6 NTT DATA will, periodically, as agreed with Client:
 - (a) work with Client to understand future capacity requirements;
 - (b) analyze the available data to identify any expected capacity concerns in the context of Client requirements;
 - (c) assess possible remedial actions and recommendations for expected capacity concerns;
 - (d) document the results in an initial Capacity Plan created after the first 3 months, and updated every 3 months thereafter, and
 - (e) provide Client with the Capacity Plan for review and sign-off.

Performance Event Monitoring and Reporting

- 6.7 NTT DATA will, in accordance with the performance policy:
 - (a) monitor performance within the agreed Service Calendar;
 - (b) detect performance-related Events;
 - (c) where required, initiate the Incident management process, as described in clause 2 of this Part B; and
 - (d) notify Client that the Incident management process has been initiated.
- 6.8 NTT DATA will provide Client with performance reporting data, including:
 - (a) statistical information in respect of performance events; and
 - (b) performance management Service Level Target achievement, where applicable.

7 Service Asset and Configuration management

Configuration Item Identification and Recording

- 7.1 NTT DATA will:
 - (a) record pre-defined Configuration Items, as set out in the Statement of Work; and
 - (b) provide Client with access to this information.

Vendor Update Notification

- 7.2 NTT DATA will provide Client with relevant vendor notification information, including:
 - (a) patches;
 - (b) end-of-X milestones;
 - (c) minor feature releases; and
 - (d) security vulnerabilities.
- 7.3 NTT DATA can notify Client in terms of clause 7.2 above only in the event that it receives the notification from the relevant Manufacturer. Accordingly, and for the avoidance of doubt, where the Manufacturer does not provide notifications in respect of a Configuration Item (for example that the Configuration Item has reached End-of-Life), NTT DATA will not be liable for performance of this Service Feature.

Configuration Item Control and Updates

- 7.4 Where, in NTT DATA's performance of the Service, a Configuration Item's attributes are altered, NTT DATA will update the attributes accordingly.
- 7.5 Where Client makes changes to a Configuration Item attribute, Client must promptly notify NTT DATA by raising a Service Request.

Configuration Item Configuration File Back-up

- 7.6 Where Configurations Items are monitored and accessible remotely, NTT DATA will (where applicable):
 - (a) backup a Configuration Item's configuration file; and
 - (b) store one current and one historic version of Configuration Item configuration files.



Configuration Item Status Reporting

- 7.7 NTT DATA will provide Client with service asset and configuration management data through the Service Portal, including:
 - (a) statistical information in respect of Configuration Items; and
 - (b) service asset and configuration management Service Level Target achievements, where applicable.

Documentation Maintenance

- 7.8 NTT DATA will create and maintain documentation relating to the Configuration Items under the Service, which may include:
 - (a) system manuals;
 - (b) network diagrams;
 - (c) wide-area network carrier topology;
 - (d) network and engineering diagrams for specific Client locations;
 - (e) contact information for Client locations; and
 - (f) configuration standards and guidelines.

8 Problem management

Problem Identification and Recording

- 8.1 NTT DATA will raise a Problem record, where applicable, as a result of:
 - (a) detection of a root cause of one or more Incidents that may or may not have a Permanent Resolution in place; and/or
 - (b) analysis of available data to identify any trends which indicate that a Problem exists or is likely to exist.
- 8.2 Following the creation of a Problem record, NTT DATA will notify Client of the initial Problem classification and prioritization.
- 8.3 Client may request the escalation of a Problem to a higher Priority by contacting an escalation manager through the Service Desk and quoting the reference number.
- 8.4 NTT DATA may downgrade an escalated Problem if it is being managed to a scheduled timeframe, or where a resolution has been provided to Client and is in the process of being tested.
- 8.5 Where Client initiated the escalation, NTT DATA will obtain Client's approval prior to downgrading.

Solution Identification and Recording

- 8.6 Once a Problem record has been created, NTT DATA will:
 - (a) investigate and determine the root cause of the Problem;
 - (b) where possible, identify a Permanent Resolution to the Problem or a Workaround; and
 - (c) update Client on progress.

Solution Implementation

- 8.7 At Client's request, the recommended Permanent Resolution or Workaround will be coordinated and/or implemented by NTT DATA, whichever is applicable, depending on the scope:
 - (a) where Client has procured the Request Fulfillment Service Feature, through remote fulfillment of Service Requests, as per the process set out in clause 10 of this Part B;
 - (b) on a time and materials basis at an Additional Charge;
 - through a formal consulting and professional services engagement, the scope and pricing of which will be agreed with Client and set out in a separate Statement of Work; or
 - (d) in accordance with NTT DATA's obligations under an associated Service Feature that Client has procured.

Problem Reporting

- 8.8 NTT DATA will provide Client with Problem management reporting information, including:
 - (a) statistical information in respect of Problem management through the Service Portal; and
 - (b) Problem management Service Level Target achievement.

9 Change management

Change Request Management

- 9.1 NTT DATA will raise a Change Request record as a result of:
 - (a) Client logging a Change Request with NTT DATA through the Service Desk;



- (b) Client logging a Change Request with NTT DATA via the Service Portal; or by NTT DATA, as part of the performance of its obligations under a Service Feature.
- 9.2 Following the creation of a Change Request record, NTT DATA will respond to Client to confirm the initial Change Request classification.
- 9.3 NTT DATA will manage the lifecycle of a Change Request in accordance with the Change Request classification.
- 9.4 Change management is not included for any WAN circuit(s) that are included in the Configuration Item list. Client must inform NTT DATA of any service changes that are implemented on a WAN circuit by their third-party carrier service provider, which may require a Service Request to change a Configuration Item upon which the WAN circuit terminates.

Change Impact Analysis

- 9.5 Based on the information available, NTT DATA will assess and determine the impact of a Change Request on:
 - (a) the Configuration Item(s); and
 - (b) the forward schedule of changes, as advised by Client.
 - (c) NTT DATA will make the results of the change impact analysis available to Client.

Change Planning

- 9.6 NTT DATA will produce a Change Plan, with input from Client, for Change Requests, that includes:
 - (a) identification of any goods required;
 - (b) where possible, a test plan for testing the change prior to roll-out;
 - (c) tasks for the implementation of the change;
 - (d) determination of the number and availability of NTT DATA and Client representatives required to implement the change;
 - (e) identification of any additional ongoing resources required once the change is implemented;
 - (f) a plan for the roll-back of a failed or failing change;
 - (g) calculation of the time required to implement the change; and
 - (h) number of Service Units required to implement the change.
- 9.7 NTT DATA will submit the Change Plan to Client for approval and for submission to the Change Advisory Board, if applicable.

Change Implementation

- 9.8 As part of Change implementation for the Service, NTT DATA will work collaboratively with the Client and Vendor to manage and deploy changes in alignment with the agreed change management process, as notified by the Client and agreed to by NTT DATA, to the extent practicable, only following the testing of such changes by NTT DATA in a non-production environment of the Client or tested on a live Configuration Item agreed by the Client at the Client's risk
- 9.9 NTT DATA will, upon receipt of approval from Client to proceed, implement the Change Request according to the approved Change Plan.
- 9.10 On completion, the relevant number of Service Units will be deducted in accordance with the Change Plan or as agreed with Client:
 - (a) on a time and materials basis at an Additional Charge; and/or
 - (b) through remote fulfillment of Service Requests, where applicable, and as per process set out in clause 10 of this Part B; and/or
 - (c) through a formal consulting and professional services engagement, the scope and pricing of which will be agreed with Client and set out in a separate Statement of Work.
- 9.11 NTT DATA will implement changes to Configuration Items in alignment with the agreed change management process, as notified by Client and agreed to by NTT DATA, to the extent practicable.

Change Reporting

- 9.12 NTT DATA will provide Client with change management reporting information, including:
 - (a) statistical information in respect of change management; and
 - (b) change management Service Level Target achievement, where applicable.

10 Request fulfillment

Service Request Management

- 10.1 NTT DATA will raise a Service Request as a result of:
 - (a) Client logging a Service Request with NTT DATA through the Service Desk; or



- (b) Client logging a Service Request with NTT DATA via the Service Portal.
- 10.2 Following the creation of a Service Request record, NTT DATA will respond to Client to confirm the initial Service Request classification and prioritization.
- 10.3 Client may request the escalation of a Service Request to a higher Priority level by contacting an escalation manager through the Service Desk and quoting the reference number.
- 10.4 NTT DATA may downgrade an escalated Service Request if it is being managed to a scheduled timeframe, or where a resolution has been provided to Client and is in the process of being tested.
- 10.5 Where Client initiated the escalation, NTT DATA will obtain Client's approval prior to downgrading.
- 10.6 Client must log priority Service Requests with the Service Desk by telephone or via the Service Portal with a follow up telephone call.

Request Fulfilment

- 10.7 As part of the Service, NTT DATA will administer all standard Service Requests as defined within the MCX service provided they are pre-approved by Client and NTT DATA standard change management process. These can be requested via the Service Portal, or by calling NTT DATA to perform these changes, and will be performed remotely by NTT DATA.
- 10.8 In-Scope Service Requests, as described in the Fair Use Policy in clause 2 of the Specific Terms are considered to be party of the Services offered and therefore, do not incur an additional charge. These requests will be processed after NTT DATA has received all pertinent information.
- 10.9 If NTT DATA determines that Client has requested activities which are not in-scope of the Services, the following process will apply:
 - (a) NTT DATA will notify Client that the Service Request is not in-scope and may therefore be subject to additional charges;
 - (b) if the requested activities are subject to additional charges, NTT DATA will notify Client. NTT DATA and Client will agree upon the associated cost for the requested out-of-scope activities; and
 - (c) once written approval is received, NTT DATA engineers will proceed with the Service Request.
- 10.10 For the avoidance of doubt, Client will remain responsible for the mitigation of any risks associated with the implementation of the Service Request and ensure changes are internally approved and communicated.

Requests for Information Fulfilment

- 10.11 Where Client raises a Service Request for information in respect of a procured Service, NTT DATA will use commercially reasonable efforts to collate the required information and supply it to Client at no additional charge.
- 10.12 Where Client raises a Service Request for information that is neither in respect of a procured Service nor executable with commercially reasonable efforts, NTT DATA reserves the right to fulfil the request for information on a time and materials basis at an Additional Charge.

Service Request Reporting

- 10.13 NTT DATA will provide Client with Service Request reporting information on a monthly basis, including:
 - (a) statistical information in respect of Service Requests; and
 - (b) Service Request Service Level Target achievement, where applicable.

11 Release and Deployment management

Technology Updates and Minor Releases

- 11.1 The below Service Features are limited to 2 technology updates and/or minor releases per Configuration Item per year. Any additional support will be subject to additional charges on a time and materials basis.
- 11.2 'Technology updates' (patches) means software updates comprised of code inserted (or patched) into the code of an executable program. Typically, a patch is installed into an existing software program. Patches are often temporary fixes between full releases of a software package; and
- 11.3 'Minor releases' (software updates and dot releases) are also known as maintenance releases. They include corrections, extensions, or fixes to an existing full release.

Release and Deployment Recommendations

- 11.4 NTT DATA will make recommendations in respect of the relevant vendor notifications, including:
 - recommended actions to be taken (which could include the recommendation to conduct a more detailed investigation); and
 - (b) where possible, the estimated cost of the remediation or recommendation by NTT DATA.

Release and Deployment Planning

11.5 NTT DATA will conduct release package planning and preparation that includes:



- (a) definition of the release package scope;
- (b) performance of a risk assessment;
- (c) identification of roles/responsibilities to deploy the release package;
- (d) where possible, a test plan for testing the release package prior to roll-out;
- (e) definition of the pass/fail criteria;
- (f) deployment schedule; and
- (g) a plan for the roll-back of a failed or failing release package deployment.
- 11.6 Based on the above, NTT DATA will develop and submit a release and deployment plan to Client for approval.

Release Package Building and Testing

- 11.7 NTT DATA will:
 - (a) build, deploy and, where possible, test the release package on low risk Configuration Items or other assets in Client's environment as agreed with Client and documented in the release and deployment plan; and
 - (b) on completion of release package testing, update and submit a release and deployment plan to Client for approval to proceed to deployment.

Release Package Deployment

- 11.8 NTT DATA will, upon Client's approval to proceed, deploy the release package according to the approved release and deployment plan.
- 11.9 For the avoidance of doubt, NTT DATA is not responsible for the functionality and applicability of a Manufacturer-provided release package.

Release and Deployment Reporting

- 11.10 NTT DATA will, periodically, provide Client with release and deployment reporting information, including:
 - (a) statistical information in respect of release and deployment;
 - (b) number of release and deployment requests; and
 - (c) release and deployment Service Level Target achievement, where applicable.

Early Life Support

11.11 NTT DATA will resolve any initial Incidents and Problems associated with the release package within an early life support period of 5 business days from deployment and on a reasonable commercial effort's basis, after which point the normal Service Level Targets will resume.

12 Business Relationship management

Establish Client Governance

- 12.1 NTT DATA will, on consultation with Client, designate:
 - (a) Client's key stakeholders and their responsibilities;
 - (b) NTT DATA key stakeholders and their responsibilities;
 - (c) escalation governance paths between Client and NTT DATA;
 - (d) overall governance accountability for Client and NTT DATA;
 - (e) a governance change management process; and
 - (f) a meeting schedule.
- 12.2 NTT DATA will:
 - based on information provided by Client and agreed under clause 12.1 above, produce a draft governance model and related documentation; and
 - (b) provide Client with the governance model for review and sign-off.

Issue and Escalation Management and Reporting

- 12.3 NTT DATA will:
 - (a) capture, track and manage contractual issues and escalations in a Services Portal, in accordance with agreed escalation governance paths; and
 - (b) provide Client with reporting information on a monthly basis, or as agreed with Client.

Meeting Management

- 12.4 NTT DATA will:
 - (a) schedule meetings in accordance with the agreed meeting schedule;
 - (b) produce and distribute the agenda for the scheduled meeting;



- (c) produce and distribute the minutes for the scheduled meeting; and
- (d) maintain issues and decision register accordingly.

Risk Management

- 12.5 Where, in the provision of the Services, risks that may impact Service delivery and/or the client relationship are identified, NTT DATA will:
 - (a) capture, update, and track risks on the Service Portal;
 - (b) where necessary, escalate risks in accordance with the agreed escalation governance paths; and
 - (c) manage the risk through to closure or resolution.

13 Access management

Access Request Management

- 13.1 NTT DATA will raise a Service Request for access to Configuration Items as a result of:
 - (a) NTT DATA logging a Service Request through the Service Portal;
 - (b) Client logging a Service Request with NTT DATA via the Service Portal; or
 - (c) Client logging a Service Request with NTT DATA through the Service Desk.
- Following the creation of a Service Request for access, NTT DATA will respond to Client to confirm the initial access request classification and prioritization.
- 13.3 Client may request the escalation of a Service Request for access to a higher Priority level by contacting an escalation manager through the Service Desk and quoting the reference number.
- 13.4 NTT DATA may downgrade an escalated Service Request for access if it is being managed to a scheduled timeframe, or where a resolution has been provided to Client and is in the process of being tested.
- 13.5 Where Client initiated the escalation, NTT DATA will obtain Client's approval prior to downgrading.

Access Granting, Restricting, and Revoking

- 13.6 Where a Service Request for access has been raised by Client to modify End User access rights (grant access, restrict access, or revoke access) to a Configuration Item, NTT DATA will verify the identity of the End User (or requestor if not the End User) through:
 - (a) username/password authentication;
 - (b) informal identification such as the email address used in the access request; and/or
 - (c) such other form of identification as agreed with Client.
- 13.7 Upon receipt of a Service Request for access from Client to modify End User access rights (grant access, restrict access, or revoke access) to a Configuration Item, NTT DATA will verify that the appropriate authority is authorizing a Service Request for access, through:
 - (a) username/password authentication;
 - (b) informal identification such as the email address used in the access request; and/or
 - (c) such other form of identification as agreed with Client.
- 13.8 On successful verification of a Service Request for access authorization, NTT DATA will:
 - (a) modify the End User's access in accordance with the request; and
 - (b) notify both the End User and authorizing authority once access has been modified.
 - (c) Client must provide NTT DATA with updated access and password policy for identification and verification purposes.

Access Tracking

- 13.9 NTT DATA will:
 - (a) monitor access to Configuration Items; and
 - (b) record the Configuration Item access and login audit trail information.

Access Reporting

13.10 NTT DATA will, at Client's request, provide Client with access reporting information. Client will make such a request through logging of a Service Request in accordance with clause 10 of this Part B.

14 Continual Service Improvement

Service Improvement Strategy

- 14.1 NTT DATA will:
 - (a) analyze Client's Service improvement needs, based on information requested by NTT DATA and provided by Client;



- (b) define a Service improvement strategy; and
- (c) provide Client with the Service improvement strategy for Client review and sign-off.

Service Information Gathering, Analysis, and Reporting

- 14.2 NTT DATA will, in accordance with the approved Service improvement strategy:
 - (a) define the available Service information and data to be gathered and analyzed;
 - document the results in an initial Service improvement plan created after the first 6 weeks, and updated periodically thereafter; and
 - (c) provide Client with the Service improvement plan for review and sign-off.

Corrective Action Implementation

- 14.3 At Client's request, recommendations made in the Service improvement plan will be implemented by NTT DATA, depending on the scope:
 - (a) on a time and materials basis at an Additional Charge;
 - (b) through remote fulfillment of Service Requests, where Client has procured Request Fulfillment, and as per the process set out in clause 10 of this Part B; and/or
 - (c) through a formal consulting and professional services engagement, the scope and pricing of which will be agreed with Client and set out in a separate Statement of Work.

15 IT Security management

Security Policy Implementation

- 15.1 NTT DATA implements and manages Configuration Items to best industry practice.
- 15.2 NTT DATA will implement and maintain Client's security controls in accordance with Client's security policies, as applicable to the Services.
- 15.3 Client must provide NTT DATA with all security policies applicable to the Services before NTT DATA's commencement of Services and must provide NTT DATA with reasonable written notice of any updates to its security policies.

16 Technical management

Standard Operating Procedure (SOP) Development and Maintenance

- 16.1 NTT DATA will, in consultation with Client, identify, develop, and maintain standard operating procedures required for the Service in accordance with agreed technology standards.
- 16.2 Standard operating procedures shall include:
 - (a) troubleshooting procedures to manage Events and resolve Incidents;
 - (b) Client equipment and operating system standard configurations; and
 - (c) system(s) administration guide(s).

17 Transition planning and support

Service Transition Strategy

- 17.1 NTT DATA will:
 - (a) analyze Client's Service Transition objectives, based on information requested by NTT DATA and provided by Client;
 - (b) define a Service Transition strategy; and
 - (c) provide Client with the Service Transition strategy for Client review and sign-off.

Service Transition Planning

- 17.2 Based on the agreed Service Transition strategy, NTT DATA will:
 - develop a Service Transition plan, detailing the activities required to Transition Client on to or off the Service; and
 - (b) provide Client with the Service Transition plan for Client review and sign-off.

Transition Activity Coordination

17.3 NTT DATA will coordinate activities in accordance with the Service Transition plan.

Part C. Managed CX Carrier Circuit Coordination (Optional Add-on Service Component)



Service overview 1

- 1.1 Where the Carrier Circuit Coordination add-on service component is purchased and included within the scope of the relevant MCX SOW, NTT DATA will, consistent with the Service Features applicable to the MCX Services (as set out in Part B above), monitor the interface of Client's third-party contracted "bring your own carrier voice" circuit terminating on an interface managed by NTT DATA, and:
 - record, log, and manage the availability of the interface; and
 - work to resolve issues on behalf of the Client with the third-party carrier for the contracted carrier voice circuit.
- 1.2 Client acknowledges the Carrier Circuit Coordination services only apply to the interface of Client's third-party contracted "bring your own carrier voice" circuit under the management of NTT DATA and that NTT DATA does not monitor, nor is NTT DATA responsible for, internet availability.

2 **Additional Client obligations**

2.1 NTT DATA's provision of the Carrier Circuit Coordination add-on service component is contingent on Client providing NTT DATA with a letter of authorization (LOA) authorizing NTT DATA to act as Client's agent for the purpose of addressing relevant Incidents with the applicable third-party carrier. Client will notify its third-party carrier that such authorization has been granted to NTT DATA for Client contracted carrier voice circuits.

Part D. Managed CX Analytics (Optional Add-on Service Component)

1 Service overview

- 1.1 Where the Managed CX Analytics add-on service component is purchased and included within the scope of the relevant MCX SOW, NTT DATA will provision a platform-delivered, remotely supported managed service that provides Client with the following reporting and analytics features for the Vendors specified in the table below:
 - CX Analytics dashboards, providing operational reporting for their CCaaS platform; and
 - CX Analytics reporting and analytics, allowing drill down from dashboard to operational detail relating to the contact centre operations.

Vendor	Reporting
Genesys Cloud CX	Standard or IVR Reporting
Cisco Webex	Standard or IVR Reporting