

Specific Terms: Managed Customer Experience (MCX) Services

The service-specific terms and conditions set out in this document ('**Specific Terms**') are incorporated in and apply to the SOW formed between NTT DATA and Client for the provision of NTT DATA's Managed Customer Experience (MCX) Services, as more particularly detailed in such SOW (the '**Services**').

For avoidance of doubt, the terms set out in clause 7 (Applicable Third-Party Terms) only apply to the extent the relevant SOW for NTT DATA MCX Services includes the licencing of any of the specified third-party products or services through NTT DATA, as detailed more specifically in such SOW.

These Specific Terms are maintained by NTT DATA at this URL (or successor site) and may be updated by NTT DATA from time-to-time (effective upon publication).

1 Service-specific definitions

1.1 Capitalized terms used but not defined in these Specific Terms will have the same meaning otherwise set out in the Agreement.

1.2 As additional or amended defined terms in these Specific Terms (or as used in the applicable SOW):

Availability Plan means a plan in terms of which the current availability of Client's infrastructure is assessed against its future infrastructure availability requirements.

Billable Agent means an agent of Client that incurs a subscription charge (whether on a configured-agent-basis or a concurrent-agent-basis) on the Vendor Platform during a relevant billing period.

Capacity Plan means a plan in terms of which the current capacity of Client's infrastructure is assessed against its future infrastructure capacity requirements.

Case means Client-related cases created within the NTT DATA Services Portal that are a mechanism for capturing the details of a service, project, transaction, or response to Client requests for management of any Incident, Service Request or Change.

Change Advisory Board (or CAB) means a formalized body that supports the assessment, prioritization, authorization, and scheduling of changes and comprises Client and, if applicable, NTT DATA representatives.

Change Plan means a plan used to streamline the change management process developed to the extent appropriate for the type of change being undertaken. A Change Plan may include a change impact analysis report, change communication plan, change implementation plan, change test plan, and a change rollback plan.

Change Request means a request generated by Client or NTT DATA for the addition, modification, or removal of anything that could have a material impact on a Configuration Item or the provision of a Service and any Deliverable thereunder.

Client Connectivity Guide means the document that describes the mechanics on what is required technically to be configured within Client's environment to enable access & protocols to deliver the Services.

Configuration Item means any item of equipment or software, as well as any software module or equipment component supported as part of a Service and listed in the applicable SOW.

End User means any person that Client permits to use the Services (including any employee, agent, and/or contractor). The term 'End User' will have the same meaning as (and be considered interchangeable with) the term '**User**' as such term is defined and generally used in the Agreement.

End-of-Life means the relevant Configuration Item is no longer manufactured or supported, as determined by NTT DATA, based on any end-of-life or end-of-service announcements made by the Manufacturer.

Event means a change of state that has significance for the management of a Configuration Item.

Incident means an unplanned Service interruption or reduction in quality related to one or more supported Configuration Items.

Major Incident means an Incident that meets specific criteria and has a high severity impact on Client and/or for which NTT DATA warrants a greater organizational focus to manage.

Manufacturer means either the original equipment manufacturer of any relevant hardware or the owner or licensor of any relevant software, as applicable.

Permanent Resolution means the action taken to resolve the root cause of an Incident or a Problem.

Priority means the relative urgency and importance of an event, Incident, Problem, change, or request based on a combination of impact and urgency, with Priority 1 being the highest and Priority 5 being the lowest.

Problem means the cause of one or more Incidents.

Request Fulfillment means the process responsible for managing the lifecycle in respect of a Service Request generated by Client or NTT DATA.

Restore means to restore a Configuration Item affected by an Incident to good operating condition through the application of a Workaround or Permanent Resolution.

Service Calendar means the hours specified in the Statement of Work during which NTT DATA must perform its obligations under a Deliverable in respect of a Configuration Item.

Service Commencement Date means the date of Service Acceptance for the steady-state Services, as described in clause 2.1 below.

Service Desk means the NTT DATA service desk that acts as a single point of contact between NTT DATA and Client to manage all Incidents, Problems, Change Requests and Service Requests, and all related communications and escalations with Client.

Service Feature means a specific feature or outcome of the Services, as identified in the applicable Service Description.

Service Level Targets mean the service commitments set out in the Service Levels.

Service Management System means the system used by NTT DATA to record information relating to the supply of the applicable Service.

Service Operations Manual means a reference document provided to Client (prior to the Service Commencement Date), which describes how to contact and interact with NTT DATA in connection with the Services being delivered.

Service Portal means the internet portal created and configured by NTT DATA for access by Client as part of the Service.

Service Request means a request that is generated by Client or NTT DATA for information, for a Standard Change, or for access to a Service, and that is managed by the Request Fulfillment process.

Service Unit means a prepaid unit of credit purchased by Client from NTT DATA that is used to pay for specific activities on a consumption basis, as set out in a Statement of Work.

Standard Change means a low risk, relatively common change that is mutually agreed and documented and constitutes a preapproved change that is implemented through a Service Request.

Statement of Work (or SOW) means a document signed by both parties used for ordering Services that specifies the scope of Services and applicable Charges, as well as additional rights and obligations of the parties. The term 'Statement of Work' or 'SOW' will have the same meaning as (and be considered interchangeable with) the term '**Order**' as such term is defined and generally used in the Agreement.

Technical Service Description means, as applicable, a document supplementing the Service Description that further describes the scope of services or technical details, conditions, limitations, or exclusions applicable to a specific feature of the Services or certain technology solution deployed in connection with the Services.

Workaround means a set of actions that reduces or eliminates the impact of an Incident or Problem for which a Permanent Resolution is not yet available.

2 Service Commencement

2.1 The provision of steady-state Services, as set forth in the relevant SOW, will commence on the Service Commencement Date and, unless terminated earlier in accordance with the terms of the Agreement, will endure for the SOW Term. The Service Commencement Date will be declared upon the earlier to occur of:

- (a) the first production or non-test Configuration Item being onboarded to the steady-state Services; or
- (b) receipt of Client's written confirmation (via email) that the following service acceptance criteria for the steady-state Services has been met:
 - (i) the in-scope managed service components for the Services have been enabled and made available to Client;
 - (ii) Client has received and approved the Service Operations Manual; and
 - (iii) Client has verified completion of any service acceptance testing, as set out in the relevant transition plan or otherwise previously agreed by the parties.

with the applicable milestone, as set forth in (a) and (b) above, being deemed '**Service Acceptance**'. If neither (a) nor (b) above have occurred within 10 days from NTT DATA giving Client notice that the relevant service acceptance criteria has been met, Service Acceptance will be deemed to have occurred on the day immediately following the expiration of such 10-day notice period

3 Configuration Items

End-of-Life Configuration Items

3.1 Where NTT DATA determines that it's unable to continue to provide the Services due to a Configuration Item being classified as End-of-Life, NTT DATA may, by giving Client at least 90 days' prior written notice, remove the End-of-Life Configuration Item from the Configuration Item list.

4 Additional Client Responsibilities

Client Equipment, Networks and Systems

- 4.1 In order to enable NTT DATA to provide the Services in accordance with the SOW, Client will comply with all requirements specified in the Client Connectivity Guide and will perform all Client obligations specified therein.
- 4.2 Without limitation to the obligation set out in clause 4.1 above, Client must ensure that any of its equipment, network, or systems connected to any NTT DATA equipment, network or systems or used in receiving the Services is technically compatible, connected, and used in accordance with any instructions or safety and security procedures, as communicated by NTT DATA. If any Client equipment, network, or systems do not comply with the requirements of the Client Connectivity Guide or this clause 4.2, Client must promptly advise NTT DATA. Upon notice from NTT DATA, Client must disconnect such equipment, network, or systems, or where applicable, direct NTT DATA to do the same, the cost of which will be borne by Client.
- 4.3 NTT DATA makes no warranty regarding the interoperability between the NTT DATA equipment, network, or systems and any Client equipment, network, or systems.

User Applications and Software

- 4.4 Client must ensure that all Client user workstations accessing the functionality or receiving the benefit of the Services have supported and compatible versions of the necessary user applications and software, including web browsers and operating systems, installed, and maintained during the SOW Term.

Client Microsoft Active Directory

- 4.5 If applicable, the Client will ensure that its Microsoft Active Directory configuration, including the forest level, service packs and patches, is compatible with the Service.

Carrier circuit coordination

- 4.6 Except in relation to specific, in-scope Service Request Fulfilment tasks where the Carrier Circuit Coordination add-on service component is purchased by Client, Client acknowledges that the procurement and commissioning of new telecommunication circuits, replacement of existing telecommunication circuits, and Service Request Fulfilment tasks associated with third-party provided telecommunication circuits are not in scope of the MCX Services and are the sole responsibility of Client to procure from the third-party telecommunication circuit provider. For the avoidance of doubt, NTT DATA will have no obligation to procure or commission new telecommunication circuits, replace existing telecommunication circuits, or perform out-of-scope Service Request Fulfilment tasks, regardless of whether the Carrier Circuit Coordination add-on service component is purchased by Client.
- 4.7 During the Transition-In Period, Client will be required to submit to NTT DATA a signed letter of authorization (LOA) for each applicable third-party telecommunication circuit provider appointed by Client pursuant to clause 4.6 above.

Capacity Requirement Changes

- 4.8 Client must notify NTT DATA of capacity requirement changes as soon as such becomes known to Client.

Further Obligations in Respect of Configuration Items

In addition to the additional obligations described in these Specific Terms and any general obligations set out in the Agreement (including as may be specified in the applicable SOW), Client must:

- (a) complete any transition tasks and changes to Configuration Items, as set out in the SOW or otherwise reasonably requested by NTT DATA, to enable the provision of the Services and allow NTT DATA to perform its obligations thereunder;
- (b) establish and maintain connectivity between Client's equipment, network, or systems and NTT DATA equipment, network, or systems, as required by NTT DATA to perform its obligations;
- (c) provide NTT DATA with remote access to the Configuration Items as required by NTT DATA to provide the Services, including ensuring relevant firewall configuration and, if required, redundant connectivity;
- (d) ensure that Configuration Items are covered by valid hardware and software maintenance contracts, with service levels and response times that align with the Service Level Targets and response times to be provided by NTT DATA;
- (e) keep all records relating to use and performance of the Configuration Items as NTT DATA may reasonably request and ensure that NTT DATA personnel have access to such records at all reasonable times;
- (f) keep an up-to-date copy of configuration files or other relevant information for all Configuration Items and provide a copy to NTT DATA when requested, except where NTT DATA is responsible for this as part of its contractual obligations to Client under a Deliverable;
- (g) notify NTT DATA through a Service Request of all changes to configuration files, including user access credentials, that will affect Configuration Items and the configuration download, no less than 2 business days before implementing the change;

- (h) maintain the integrity of log files associated with a Configuration Item to enable NTT DATA to fulfill its diagnostic obligations. In the event log files are deleted or modified, Client will incur an Additional Charge for NTT DATA to remediate;
- (i) review and validate the information stored in the Configuration Item list and notify NTT DATA of any discrepancies on a regular basis; and
- (j) ensure the correct software versions are installed on all Configuration Items to enable NTT DATA to retrieve configuration files.

5 Fair Use Policy

- 5.1 NTT DATA will not charge Client for individual in-scope Service Requests. NTT DATA employs a ‘fair use’ policy under which NTT DATA reserves the right to limit the number of in-scope Service Requests after an extended timeframe where the Client has initiated an excessive amount of such requests, as determined by NTT DATA in accordance with the boundary conditions set out in clause 5.2 below (or other reasonable grounds as NTT DATA may determine under the circumstances) (**‘Fair Use Policy’**).
- 5.2 The following are the boundary target volumes considered a violation of the Fair Use Policy:

Boundary conditions (target volumes)	Where x is the total number of Billable Agents: <ul style="list-style-type: none"> (a) the number of daily service requests opened by Client exceeds a maximum of x divided by 10; or (b) the total number of monthly service requests logged exceeds the maximum of x divided by 2.
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Where device management is within the scope of the service, the following are the boundary target volumes considered a violation of the Fair Use Policy in respect of device management:

Device management Boundary conditions (target volumes)	If the number of concurrent Service Requests opened by the Client per month exceeds the maximum limit of 2 for every 10 Configuration Items under management, or if the level of effort required to fulfill Service Requests exceeds 1 hour per month for every 10 Configuration Items under management, NTT DATA reserves the right to enforce fair use restrictions.
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Where Managed CX Analytics is within the scope of the service, the following are the boundary target volumes considered a violation of the Fair Use Policy in respect of Managed CX Analytics:

Managed CX Analytics Boundary conditions (target volumes)	NTT DATA includes a standard number of individual in-scope Service Requests for Managed CX Analytics. Any additional requests beyond the standard defined changes will require an additional order for the development of new reports. NTT DATA includes 5 hours per month as standard for the optimization and enhancement of the reporting packages. Unused hours do not roll over from month to month. NTT DATA reserves the right to enforce fair usage restrictions.
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- 5.3 At its discretion, NTT DATA reserves the right to invoke the Fair Use Policy, and to review and limit its provisions of Service Requests or to upgrade Client to a different service more suited for Client’s usage. In extreme cases, NTT DATA may, with reasonable notice, invoice the Client for the services rendered which are deemed to be a violation of the Fair Use Policy or suspend Client’s ability to use the Request Fulfilment service feature.
- 5.4 As additional to any rights reserved by NTT DATA in connection with the Fair Use Policy, NTT DATA reserves the right to review and limit the total number of monitoring test cases as part of the quality assurance monitoring or to upgrade Client to a different service more suited to the Client’s requested monitoring or testing requirements. In extreme cases, NTT DATA may, with reasonable notice, invoice the Client for the services rendered which are deemed to be a violation of the standard or default plan.

6 Maintenance

- 6.1 From time-to-time NTT DATA will schedule preventative maintenance (**‘Scheduled Maintenance’**) for the Service which may lead to non-achievement of Service Levels. Wherever possible, the Client will be given no less than 14 (fourteen) days prior notice of the Scheduled Maintenance and the Scheduled Maintenance will occur within the maintenance window specified the table below:

Day	Scheduled Maintenance window
Monday – Saturday	12h00 am - 06h00 am
Sundays	12h00 am - 08h00 am

For purposes of the timing specified in the table above, the Client’s local time zone where the Scheduled Maintenance is to be performed is applicable.

6.2 Scheduled Maintenance may be attributable to, inter alia.:

- (a) preventative maintenance;
- (b) system moves or reconfigurations;
- (c) system testing of new systems/ enhancements;
- (d) upgrades, application of security patches, application patches;
- (e) operating system patches; or
- (f) implementations of new systems/ enhancements.

6.3 NTT DATA may also be required from time to time to conduct unscheduled maintenance (**‘Unscheduled Maintenance’**) for the Service, attributable to factors outside of its reasonable control, including but not limited to the Service Level Exclusion events specified in the Service Legal Agreement, which may lead to non-achievement of Service Levels. In such circumstances NTT DATA will endeavour to provide the Client with as much prior notice of such Unscheduled Maintenance as is reasonable in the circumstances.

7 Applicable Third-Party Terms (as applicable for use with NTT DATA MCX Services)

7.1 For any NTT DATA MCX SOW that expressly includes the provision of one or more of the relevant third-party products (including software) or services identified in the table below, the Third-Party Terms indicated and referenced therein (including any terms and conditions located at the referenced URLs) will govern Client’s access to and use of such third-party products or services.

Third-party product or services	Applicable Third-Party Terms
Cisco WebEx Services	<p>Notwithstanding anything to the contrary in the Agreement, Client’s (and its Users) use of and access to Cisco WebEx Services in connection with the delivery of the NTT DATA MCX Services are subject to and conditioned on Client’s agreement to, and compliance with, the following applicable Terms of Use (or successor site maintained by Cisco):</p> <ul style="list-style-type: none"> • Cisco Universal Cloud Agreement set out at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html; • End User License Agreement (EULA) available at: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html; and • any Cisco acceptable or fair use policy applicable to the Cisco WebEx services, as may be referenced or set out in more detail in the Service Description or Order for such services.
Genesys Cloud Services	<p>Notwithstanding anything to the contrary in the Agreement, Client’s (and its Users) use of and access to Genesys Cloud Services in connection with the delivery of the NTT DATA MCX Services are subject to and conditioned on Client’s agreement to, and compliance with, the following applicable Terms of Use set out at https://help.mypurecloud.com/wp-content/uploads/2022/10/EUA-Genesys-Cloud-Online-Apr-27-2023.pdf (or successor site maintained by Genesys).</p>
Nice CXone	<p>Notwithstanding anything to the contrary in the Agreement, Client’s (and its Users) use of and access to Nice CXone Services in connection with the delivery of the NTT DATA MCX Services are subject to and conditioned on Client’s agreement to, and compliance with, the following applicable Terms of Use set out at https://www.nice.com/company/legal/nice-enterprise-terms-and-conditions/cloud-services-terms-of-use-and-delivery-policy (or successor site maintained by Nice).</p>

<p>Microsoft Dynamics 365 Contact Centre</p>	<p>Notwithstanding anything in the contrary in the Agreement, Client's (and its Users) use of and access to the Microsoft Dynamics 365 Contact Centre in connection with the delivery of the NTT DATA MCX Services are subject and conditioned on the Client's agreement to, and compliance with, the following applicable Terms of Use set out at https://www.microsoft.com/en/servicesagreement and https://dynamics.microsoft.com/business-applications/legal/ (or successor site maintained by Microsoft).</p>
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- 7.2 Client expressly accepts and agrees to be bound by the applicable Third-Party Terms referenced in clause 7.1 above and, for purposes of such Third -Party Terms, references to 'you', 'Customer' or 'Client' (or any substantively similar term identifying the party subject thereto) will be interpreted to refer to Client and, as applicable, its relevant Users.
- 7.3 Notwithstanding anything to the contrary in the Agreement, if required to comply with NTT DATA's agreements with the applicable third-party supplier or provider, NTT DATA (or the applicable third-party supplier or provider) may amend these Third-Party Terms, including the location of the attached or referenced documents, from time to time by notifying Client, either through disclosure of the updated version or by publishing the updated version (as applicable).
- 7.4 Client must promptly notify NTT DATA of any actual or suspected breach of any applicable Third-Party Terms and further agrees to provide reasonable assistance to NTT DATA in order to protect the applicable third-party supplier's or provider's rights in connection with the third-party products (including software) or services.