

Specific Terms: NTT DATA Cloud Voice 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 Cloud Voice Services (the '**Services**').

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).

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

1 Provision and scope of Services

Available Countries

- 1.1 Client acknowledges and agrees that the Services will be available only in the countries listed in the applicable Service Description ('**Available Countries**'). In certain Available Countries, the Services may only be provided by NTT DATA acting on behalf of, and in the name of, the relevant NTT DATA Affiliate that is solely entitled and licensed to provide the Services in such jurisdiction, as may be further described in the relevant SOW (where applicable).
- 1.2 If the provision of a Service in any Available Country is found to violate any Applicable Laws, or would result in any additional licensing requirements, NTT DATA may suspend or terminate such Service upon delivery of written notice to Client

Material exclusions and prohibitions

- 1.3 Client is prohibited from reselling or distributing the Services or any licenses relating thereto.
- 1.4 Client will comply with all Applicable Laws, including telecommunication regulations, notably when Client elects to bring its own carrier (BYOC) or numbers (BYON) in connection with its use of the Services. NTT DATA disclaims any and all liability from Client's or its carriers' failure to comply with Applicable Laws, including any telecommunications regulations and related obligations or requirements arising from any applicable licenses or routing of emergency calls.
- 1.5 Additional exclusions may apply on a per Available Country basis, as described further in the relevant Service Description.

2 Client obligations

- 2.1 Client must (in relation to the Services and associated Products provided subject to these Specific Terms):
 - (a) ensure that its own systems and equipment used in connection or combination with the Services (and, as applicable, associated Products) comply with the technical requirements as notified by NTT DATA;
 - (b) implement a rigorous internal password management policy to safeguard and keep confidential all access numbers, passwords, and personal identification numbers used in connection with the Products and Services;
 - (c) take reasonable measures to minimize or mitigate the risk of any loss of data, files, or programs relating to or used in connection with the Products and Services, including by making regular backups and using antivirus software that is updated regularly;
 - (d) ensure all Users comply with the services use policy applicable to the Services, as identified in the relevant Service Description and which is incorporated by this reference; and
 - (e) refrain from carrying out (or commissioning another party to carry out) intrusion tests, or attempt to obtain a denial of service, in connection with the Services without NTT DATA's prior written consent.
- 2.2 Client is solely liable for any services or software which are not provided by NTT DATA and NTT DATA will have no responsibility or liability for any third-party software or services integration not performed by NTT DATA under the relevant SOW.

3 Voice connectivity and related terms

- 3.1 To the extent any Services include or integrate any voice connectivity services provided by one or more third-party carriers, Client's receipt and use of the Services are expressly subject to any additional terms and conditions required by the relevant third-party carriers, as may be referenced or incorporated into the Agreement ('**Carrier Terms**'). To the extent applicable, Client must fully comply (and ensure its Users fully comply) with any relevant Carrier Terms and any breach of the applicable Carrier Terms will be considered a material breach of the Agreement.

4 Routing of Emergency Calls

Applicability

- 4.1 When available in the relevant Available Country, NTT DATA provides Emergency Call Services as specified in the relevant Service Description, and in accordance with the applicable conditions set forth in the Agreement. The terms of this clause 4 apply to (and are mandatory for) User Numbers only and are generally applicable to

any emergency services features included in the ordered Services, provided that if country- or jurisdiction-specific terms are described as applying in a given Available Country (as set out in the relevant Service Description), those country- or jurisdiction-specific terms will (for the provision of the Services in such Available Country) take precedence as to the subject matter set out therein.

4.2 Client acknowledges that in certain Available Countries, Services may be sold without the emergency services feature, as further described in the Service Description.

General rules, obligations, and associated conditions for Emergency Call Services

4.3 Client will provide NTT DATA with all information necessary to enable the Emergency Call Services and agrees to respond to NTT DATA’s reasonable requests for information necessary to enable the Emergency Call Services, including as may be further described in the relevant Service Description or required by Applicable Laws or third-party carrier and service providers. In addition to any country-specific requirements that may apply, Client authorizes NTT DATA to disclose all information collected pursuant to this clause 4.3 to third-party carriers and service providers, including without limitation, call routers, call centers, Emergency Service Centers and Public Service Answering Points (**‘PSAPs’**), for the purpose of dispatching emergency services personnel to User location. Client represents and warrants that the information provided about the User’s location as tied to the DID is (and will remain) correct, accurate, and complete (**‘Address Declared’**). Client acknowledges that NTT DATA will not be able to accurately convey calls to the correct location of the caller, including Emergency Calls, if the information is not provided in accordance with this clause.

4.4 Client understands and acknowledges that the use of Services from a location other than the Address Declared (**‘Nomadic Usage’**) is possible, but does not permit the accurate supply of Emergency Calls Services unless the Address Declared is updated to the address from which the Service is accessed.

4.5 Client recognizes and agrees that when a User uses the Emergency Call Services, the Calling Line Identifier (**‘CLI’**) is unconditionally displayed to the Emergency Services Center.

4.6 CLIENT SHALL ENSURE USERS HAVE ACCESS TO A REGULAR TELEPHONE LINE ENABLING ROUTING OF EMERGENCY CALLS WHEN NOT PHYSICALLY LOCATED AT THE ADDRESS DECLARED. CLIENT SHALL BE RESPONSIBLE TO INFORM ANY USER OF THE LIMITATIONS OF THE EMERGENCY CALL SERVICES, AS FURTHER EXPLAINED IN THE SERVICE DESCRIPTION, AND SUGGEST AS A GOOD PRACTICE TO OBTAIN FROM EACH USER A WRITTEN ACKNOWLEDGEMENT OF EMERGENCY CALL SERVICES LIMITATIONS PRIOR TO USER’S FIRST USE OF THE SERVICES AND TO BRING TO USER ATTENTION WITH A MESSAGE SIMILAR TO THE FOLLOWINGS: *“IMPORTANT – this service may have limitations with emergency services – you should always have an alternative connection available for this purpose. See details in the attached <relevant applicable terms of use>, available in <location>”*.

Emergency Call Services disclaimer (General)

4.7 Client agrees that NTT DATA (including its suppliers and network operators) will not be held liable for any damages directly or indirectly resulting from Client’s failure to comply with the general rules, obligations, and associated conditions set out in clauses 4.3 through 4.6 above or as may be further described in the relevant Service Description. Without limiting the foregoing, neither NTT DATA nor its suppliers or network operations (or any of their respective Affiliates, directors, employees or agents) will be responsible or liable to Client or any Users (or end-users) for Client’s or its User’s (or end-user’s) use of the Emergency Call Services (including, without limitation, the unavailability of the Emergency Call Services or inaccurate Emergency Calls routing), except to the extent the losses are attributable to NTT DATA’s gross negligence.

Country-specific rules and Emergency Call Services disclaimer

4.8 In addition to any country-specific terms stated in the relevant Service Description, the country-specific terms set out in the table below apply to NTT DATA’s provision, and Client’s (and its Users’) use, of Emergency Call Services in the jurisdictions identified below:

Countries	Country-specific term
<p>United States of America and Canada</p>	<p>TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT ACKNOWLEDGES AND AGREES THAT EXCEPT FOR ANY CLAIM, LOSS, FINE, PENALTY OR COST, DEATH, DAMAGE TO PERSONS OR PROPERTY CAUSED BY NTT DATA’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER NTT DATA, ITS UNDERLYING CARRIER(S), THEIR RESPECTIVE OFFICERS OR EMPLOYEES NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OF EMERGENCY CALL SERVICES OR ANSWERING OR RESPONDING TO EMERGENCY CALLS (the ‘INDEMNIFIED PARTIES’), MAY BE HELD LIABLE FOR ANY CLAIM, CAUSES OF ACTION, LOSS, FINE, PENALTY OR COST, DEATH, DAMAGE TO PERSONS OR PROPERTY (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES) ARISING OUT OF OR RELATING TO THE 911 SERVICES OR EMERGENCY CALL SERVICES.</p>

	Client shall defend, indemnify and hold harmless the Indemnified Parties from a claim or action of any third party (including any User) relating to (a) the absence, failure, outage of the equipment or the inability to connect to a PSAP or to the Emergency Services Center; (b) the Internet connection and/or VoIP 911 dialing service or feature; (c) the accuracy of the data provided by the User (including but not limited to the Address Declared, User address information, and Dispatchable Location) used to route the call to PSAP or Emergency Services Center; (d) the inability of any User to access emergency service personnel; and (e) the conduct of the PSAP or the Emergency Services Center and/or whether or how calls using VoIP 911 dialing are answered or addressed.
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Consequences of termination

- 4.9 Client acknowledges and agrees that in the event the Services delivered pursuant to these Specific Terms are terminated for any reason, Users will not be able to access Emergency Service Centers from the User's DID.

5 Service-specific indemnity

- 5.1 In addition to any other Client indemnification obligation that may be set out in the Agreement, Client will defend, indemnify, and hold harmless NTT DATA, its Affiliates, and their respective representatives and employees (collectively, the '**Indemnified Parties**') from and against any third-party claim and associated costs or losses (whether a legal claim, contract indemnity or otherwise) arising out of Client's (or its User's) use of the Services, including (without limitation):

- (a) use of any Services in a manner that represents a breach (or alleged breach) of this Agreement (including any Carrier Terms incorporated therein) or Applicable Laws;
- (b) non-compliance with its obligations or the conditions of use in respect of Emergency Call Services, as notably described in clause 4 (and, as applicable, further detailed in the applicable Service Description);
- (c) any claim arising from the consequences of any permitted suspension or termination of the Services under the Agreement.

- 5.2 For the avoidance of doubt, the general limitations of liability set out in the Agreement will not apply to Client's obligations under this clause 5.1. Client's liability, on a per-claim basis, will be limited to the amount of all proved damages and expenses awarded by a court or finally agreed by the parties in a settlement of the claim (as applicable under the circumstances), in addition to the direct losses and reasonable costs incurred by the Indemnified Parties as a result of the claim.

6 Timely claims

- 6.1 To the maximum extent permitted by Applicable Laws, in relation to the Services delivered pursuant to these Specific Terms, Client must:

- (a) in the event of any claim or dispute concerning invoiced Charges, provide NTT DATA with notice of such claim or dispute within 30 days of receipt of the disputed invoice; and
- (b) in the event of any claim or dispute not covered by (a) above, provide NTT DATA with notice of such claim or dispute within 12 months from the date of the event giving rise to such dispute.

- 6.2 Client will, in relation to the Services delivered pursuant to these Specific Terms and to the maximum extent permitted by Applicable Laws, be barred from bringing any and all claims or disputes not notified within the time periods specified in clause 6.1 above.

7 Audit rights

- 7.1 NTT DATA may, at its expense, audit Client's (and its Users') use of the Services in order to verify compliance with the Agreement ('**Service Use Audit**'). NTT DATA will provide reasonable prior written notice of any such audit, with the purpose and scope of the audit being defined by NTT DATA prior to its start. Service Use Audits may be conducted remotely or, where reasonably necessary, at Client's premises, provided that any such on-site audit will be conducted during Client's normal business hours and in a manner intended not to unreasonably interfere with Client's business operations. Client must promptly remedy any non-compliance within 10 business days after the audit report has been provided by NTT DATA.

- 7.2 In addition to the Service Use Audit rights set out in clause 8.1 above, NTT DATA will be entitled to conduct, at its respective expense, ad-hoc audits on the declarations of use made by the Users of the Services in order to ensure Client's compliance with the Agreement. Such ad-hoc audits may be conducted remotely or at Client's premises.

- 7.3 Where applicable, NTT DATA's underlying carriers or licensors may, subject to the confirmation of suitable confidentiality obligations, participate in (or otherwise receive information arising from) any audit conducted in accordance with clauses 7.1 and 7.2 above.

8 Service-specific modification rights

8.1 Without limiting any general rights regarding the enhancement, modification, or discontinuance of the Services (as otherwise set out in the Agreement), NTT DATA may, modify either:

- (a) the Services; or
- (b) the terms of the Agreement applicable to (i) Client's receipt or use of the Services or (ii) NTT DATA's provisioning or delivery of the Services;

to the extent any change outside the control of NTT DATA, including a change to any Applicable Laws or a change to the services offered or terms imposed by any third-party carrier, prohibits the performance of the Services (as contracted) or makes the performance of the Services (as contracted) illegal, impossible, or excessively burdensome or economically impractical (a '**Change**').

8.2 If Client reasonable believes that a Change will have a material adverse effect on the use the impacted Services, Client must notify NTT DATA in writing within 10 business days of receipt of NTT DATA's written notice ('**Client Objection**'). Upon receipt of a Client Objection, the parties will use reasonable, good faith efforts to resolve the matter within 30 days from NTT DATA's receipt of the Client Objection, provided that NTT DATA is not obligated to agree to any accommodation that is not commercially practicable (without a corresponding adjustment to Charges) or technically or legally feasible due to the circumstances giving rise to the Change. Should the parties be unable to reach a mutually agreed resolution pursuant to the procedures and timeframes set out in this clause 8.2, NTT DATA will have the right to terminate the impacted Services effective as of 30 days (or less if required by Applicable Laws) from the original date notice of the Change was given to Client.

9 Evaluation

9.1 NTT DATA may invite Client to try beta versions of the Services or Services under trial tests ('**Trial Services**'). Client may need to agree to additional terms for use of Trial Services. Trial Services are provided for evaluation and feedback purposes and may not be used in a production environment. Client understands that Trial Services are not generally released and, therefore, are unsupported and may contain bugs or errors. Client accepts the Trial Services 'AS-IS', without warranty of any kind, and NTT DATA (and, as applicable, its Affiliates and subcontractors) will not be deemed responsible for any problems or consequences related to Client's use of the Trial Services. The Trial Services may never be generally available, and NTT DATA may discontinue Trial Services in its sole discretion at any time and delete any Client Material (including Client Data) on the Trial Services without liability to Client.

9.2 NTT DATA HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS WITH REGARD TO THE TRIAL SERVICES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.