

Specific Terms: Advanced Delivery 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 Advanced Delivery 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).

1 Additional Obligations

Responsibility of Staff Members

- 1.1 Each party's personnel assigned to the performance of the SOW will remain under the exclusive authority, direction and supervision of their employer at all times. Each party undertakes to fulfil its statutory and regulatory personnel management obligations.
- 1.2 NTT DATA may, within its sole discretion, replace any employee or agent involved in the provision of the Services, provided that the replacement has the same level of skills as his or her predecessor.
- 1.3 Where the Services require Client's personnel to work or coordinate with NTT DATA's personnel, Client acknowledges that failure to assign personnel having skills commensurate with their role with respect to such engagement may adversely affect NTT DATA's ability to provide the Services.

Client Obligations

- 1.4 Client is responsible for:
 - (a) assigning a sole point of contact with a sufficient and adequate level of technical knowledge to coordinate with NTT DATA as needed to facilitate NTT DATA's delivery of such Services and initiate any modifications or updates required for the proper achievement of the SOW, and, to the extent this key contact is intended to be replaced at any point during the SOW Term, Client will give NTT DATA prior written notice;
 - (b) the proper performance of its contracts with any external parties and for the proper coordination of its staff members working in parallel with NTT DATA;
 - (c) ensuring or verifying the accuracy and completeness of any data, material, and other information furnished by Client to NTT DATA in connection with or in furtherance of the Services (and NTT DATA may rely upon the accuracy or completeness of such data, material or information in performing the Services without any independent investigation or verification);
 - (d) complying with network prerequisites provided by NTT DATA (or, as applicable, the prerequisites of Client's own network service providers). If the Services are altered due to Client's non-compliance with such prerequisites, it will be Client's responsibility to do the necessary work to stabilize the Services (and, to the extent NTT DATA must incur any related costs associated with such non-compliance, those costs will be charged to Client on a time and materials basis);
 - (e) using reasonable efforts to use any collaborative tool made available by NTT DATA to Client for the purpose of the Services project management;
 - (f) to the extent the Services will be performed in a country other than the country in which the NTT DATA is located, reasonably assisting NTT DATA with the formalities for the documents needed by its employees or agents to allow them to enter, perform work in, and leave the relevant country or territory; and
 - (g) to the extent the Services will be performed on Client's premises:
 - (i) making available to NTT DATA's employees or agents all equipment required for the performance of the Services as described in the SOW;
 - (ii) granting NTT DATA's employees or agents access to the place of performance and Client's information required for the performance of the Services;
 - (iii) providing NTT DATA with all documentation on the health and safety rules applicable at the place of performance before any on-site work; and
 - (iv) answering any questions required for the performance of the Services.
- 1.5 NTT DATA, in performing the Services, will be making recommendations and providing advice, but all decisions as to implementing such advice and recommendations will be made by and will be the sole responsibility of Client.

NTT DATA Obligations

- 1.6 NTT DATA is responsible for:
 - (a) endeavoring, in good faith, to comply with any provisional progress schedule or deadlines set out in the SOW, provided that Client acknowledges NTT DATA's performance is dependent on Client's timely and effective fulfilment of its responsibilities and obligations and timely decisions and approvals of Client in connection with the Services; and

- (b) to the extent the Services will be performed on Client's premises, procuring that its employees and agents:
 - (i) keep the place of performance of the Services clean and tidy;
 - (ii) maintain a reasonable level of care in order to avoid damage or harm to the site;
 - (iii) refrain from using the site for any illegal purposes; and
 - (iv) act in compliance with the site rules and procedures in force, including the on-site personal safety procedures provided to NTT DATA in advance, unless such compliance adversely affects the working conditions of employees or agents or their personal safety.

1.7 NTT DATA's employees and agents will perform the Services during the NTT DATA's standard working days and hours. NTT DATA will inform Client of the relevant working hours and days on request.

2 Acceptance Procedures

2.1 Unless otherwise set out in the SOW, the following acceptance procedures apply:

- (a) Client will have a period of 10 working days from the date of receipt of each Deliverable or Service ('**Acceptance Period**') in which to assess and accept.
- (b) If Client identifies defects with the Deliverables or Services, Client must issue reservations within the Acceptance Period and give NTT DATA written notice of such reservations, explaining the reasons preventing it from accepting the Deliverable or Services. After receipt of such written notice, NTT DATA will examine the reasons given and resubmit the Deliverable or Services for a new assessment in accordance with the same acceptance procedure described above.
- (c) If no defects are identified to NTT DATA during the Acceptance Period, Client will be deemed to have accepted the Deliverables or Services 'as is' without any reservations.

2.2 Until the Services or any Deliverable have been duly accepted by Client in compliance with the acceptance process described above (or otherwise set out in the SOW), Client acknowledges that the Services and any such Deliverable are provided "as is" and without any specific service level agreement or support.

3 Intellectual Property Rights in Deliverables

- 3.1 Unless otherwise set out in the SOW for a particular Deliverable (or part thereof), all Intellectual Property Rights in connection with the Services and in and connected with any Deliverables (including any enhancement or modification made to any pre-existing hardware or software) are owned by NTT DATA or its licensors (where applicable).
- 3.2 On receipt of payment in full, NTT DATA will grant to the Client a non-exclusive, personal and non-transferable (except to Client, where applicable) license to use the Deliverables to such extent as is necessary to enable Client (or its Client) to benefit from and make reasonable use of the Deliverables for its own internal business purposes.
- 3.3 Client acknowledges and agrees that nothing in the Agreement will limit the right or ability for NTT DATA to use, reuse, develop, modify, enhance or market any Intellectual Property Rights contained in any Deliverables or otherwise developed through the course of providing the Services.

4 Charges and Costs

- 4.1 The Charges for the Services will be structured as either 'Fixed Budget', 'Time & Material' or 'Fixed Price' (or a combination of any of the forgoing), as set out in more detail in the applicable SOW.
- 4.2 Other than those Charges set out in the SOW (or otherwise billable according to the terms of the Agreement), each party will bear its own costs incurred for its performance under this Agreement, except that Client will be separately invoiced and liable to pay for necessary accommodation and travel expenses incurred by NTT DATA in the course of performing the Services (unless otherwise set out in the SOW).

5 Modification Requests

Change Requests

- 5.1 Either party may request changes to the Services. In such a case, the party requesting the change must fill in a change request form as set out in the SOW and submit it to the other party's key contact. The other party must give a written response to such requests within 5 working days of receipt of the form, either refusing or accepting the amendment (and subject to whether a new quote is required), unless a longer period is expressly agreed in writing between the parties. If a new quote is issued, the change will take effect on the date on which the party requesting the change approves the quote in writing. If no new quote is issued for the change, the change will take effect on the date on which the other party accepts the said change in writing.
- 5.2 In the event a change request results directly or indirectly in a Service cancellation, Charges for such Service may still be charged to Client, in accordance the provisions governing early termination, as set out in the SOW or otherwise applicable under the Agreement.

Postponement

5.3 If any date (of performance, of receipt, of a meeting scheduled in advance by the parties or for project closure) is postponed for any reason that is not attributable to NTT DATA, Client will be liable to pay as additional Charges:

(a) extra costs incurred by NTT DATA for this postponement based on the hourly rate charged for NTT DATA's employees or agents; and

(b) travel costs for non-refundable travel arrangements already made.

5.4 Client expressly agrees that these extra costs will be payable in addition to any Charges stated in the SOW.

6 Non-solicitation

6.1 Client will not induce or hire, directly or for any other business in which it has an interest, any of NTT DATA's staff members, regardless of their rank, without NTT DATA's prior consent. This clause applies for the SOW Term and for a period of 1 year after its expiration date for whatever reason. If the Client breaches the above obligation, it will be liable to pay NTT DATA 12 times the last monthly remuneration earned by the relevant staff member, plus all costs incurred to hire a new employee.