

Service Charter – NTT Italia S.p.A.

▪ **Services**

This Service Charter is binding for NTT Italia S.p.A. ("NTT") towards its customers ("Customers") and constitutes the point of reference in the supply of Cloud Voice Services ("Services"). NTT's Service Charter complies with the principles and provisions set forth in Resolution 179/03/CSP on the quality and the service charters of telecommunications services and in Resolution 254/04/CSP on fixed telephony services adopted by the Italian Communications Regulator ("AGCOM"). This Service Charter also establishes the principles and criteria relating to the quality of the Services offered by NTT.

▪ **Availability of the Service Charter**

The Service Charter is made available and can be viewed at any time by Customers by accessing the portal in the dedicated area at the following address: <https://services.global.ntt/en-us/legal/terms-and-conditions>.

NTT will inform AGCOM and its Customers of any changes or amendments made to this Service Charter at least 60 days before the changes are implemented.

The Service Charter may be provided in paper form at the Customer's explicit written request.

▪ **Fundamental Principles**

NTT provides the Services in accordance with the principles of equal and impartial treatment, ensuring, as far as technically possible, continuous service, customer participation in the provision of the Services and pursuing objectives of efficiency and effectiveness.

✓ **Equality and Impartiality**

NTT provides the Services under conditions of equal access and equal use, without any discrimination.

Within the territorial scope of its general authorisation, NTT is committed to ensuring equal treatment for all Customers according to criteria of objectivity, justice and impartiality.

✓ **Continuity of Service**

Unless otherwise stipulated in this Service Charter and in the Contract, NTT undertakes to provide a continuous and regular service, except in cases of interruption due to force majeure or to carry out ordinary and extraordinary maintenance.

In the event of irregular operation or interruption of the Services, NTT shall take all necessary measures to minimise possible inconvenience to its Customers by informing them, if possible, when the Services will be suspended and when they will resume operation or cease to operate irregularly, as well as providing an easily accessible point of contact for assistance and more detailed information.

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Sede Legale e operativa: Via San Bovio, 1-3 – 20054 Segrate (MI) – Tel. +39 02 38583840
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✓ **Commitment, Courtesy and Transparency**

The Customer has the right to request from NTT all information, kept by NTT during the provision of the Services, concerning him/her and to lodge complaints. NTT will examine every complaint and/or suggestion in order to improve the relationship with the Customer and the quality of the Services by remaining courteous, clear, correct and transparent.

✓ **Effectiveness and Efficiency**

NTT is constantly striving to improve the effectiveness and efficiency of the Services.

▪ **Commitments**

Unless otherwise stipulated in this Service Charter, NTT undertakes to

- i. activating the Services in the manner and at the times specified in the Contract;
- ii. communicate any changes to the Contract in advance;
- iii. respond to requests for assistance and any claims of breach of Contract within the applicable time limits set out in the Contract;
- iv. communicate with the Customer through the contact person designated by the Customer and provided when subscribing to the Services;
- v. provide all relevant commercial and technical information relating to the Services;
- vi. cooperate with the competent public authorities to investigate any illegal activities under the regulations and/or legislation relating to this Service Charter;
- vii. make this Service Charter easily accessible;
- viii. recognise to the Customers the indemnities provided for by the applicable sectoral regulations and/or contractual conditions in the event of failure to meet the expected *performance* of the Services;
- ix. provide a free customer support service accessible via the dedicated portal, taking into account the specific needs of each Customer.

▪ **Contract - Modification and Termination**

NTT recognises that Customers have the right to be informed of the terms and conditions (legal, economic and technical) relating to the provision of the Services. The sharing of any information with its Customers takes place on the basis of criteria of transparency, clarity and timeliness, observing, in particular, the principles of good faith and contractual responsibility.

Subject to applicable sector regulations, the Contract shall have an initial minimum term of twelve (12) months and shall be automatically extended for the same term agreed with the Customer, unless one of the parties notifies the other of its intention to terminate in accordance with the applicable contractual documentation.

Unless otherwise provided for in the Contract, any change in the technical and economic conditions of the Contract shall be communicated to the Customer for its approval, at least thirty (30) days before its entry into force.

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Within the same period, NTT will inform its Customers in a complete, timely and transparent manner about: (i) the Customer's right to withdraw, under the conditions set out in the applicable regulations, in the event of failure to agree to the notified changes; and (ii) changes to this Service Charter.

▪ **Invoicing**

NTT pays special attention to the billing process and is committed to ensuring high standards of transparency for its customers in line with regulatory requirements.

All amounts under the Contract shall be invoiced in Euro and shall be due within thirty (30) days from the date of issue of the relevant invoice.

▪ **Suspension and Termination of Services**

NTT reserves the right to suspend the provision of the Services if: (i) NTT has notified the Customer in writing of non-payment of the amounts due by the due date specified in the invoice; (ii) the Customer commits any other material breach or is responsible for a threat to the integrity of the security of any of NTT's services and/or any of its networks or systems; (iii) suspension is required by applicable law.

In the event that the Customer fails to pay the amounts due within thirty (30) days from the date of receipt of the notice of non-payment referred to in (i) above, NTT reserves the right to terminate the Contract.

▪ **Complaints about Services**

Pursuant to Resolution 179/03/CSP, Customers may submit complaints concerning the provision of Services (i) within the term of twelve (12) months from the date on which the event giving rise to the complaint occurred; or (ii) if the complaint concerns billing, within the term of thirty (30) days from the date on which the Customer received the disputed invoice.

Reports and complaints can be submitted to NTT by opening a ticket on the customer portal or, if required, by calling the telephone number in Customer's personal area accessible via the same portal.

NTT undertakes to reply to the complaints presented by the Customers within the period agreed from time to time on the basis of the report received from the Customer. Unless otherwise provided for in the Contract, NTT undertakes, for each complaint, to inform the Customer of its outcome within a maximum of forty-five (45) working days from the Customer's submission of the complaint.

NTT will notify the Customer of the outcome of the complaint: (i) if the complaint is upheld, NTT will inform the Customer of the measures taken to resolve the complaint; (ii) if it is rejected, NTT will provide the Customer, in writing, with adequate justification for the rejection and an indication of the investigations carried out.

If the Customer is dissatisfied with the outcome of the complaint, the Customer may appeal such outcome before the territorially competent Co.Re.Com (list and addresses available on the AgCom website at <https://www.agcom.it/elenco-dei-co.re.com.-e-relativi-indirizzi>) in accordance with the procedure established by the "Regulation on Dispute Resolution Procedures between Users and Electronic Communications Operators" (Resolution

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353/19/CONS), as also described on the AgCom website at <https://www.agcom.it/procedura-di-conciliazione>.

▪ **Service Quality Standards and Compensation**

NTT carries out a systematic survey and verification of its quality standards with the aim of ensuring constant improvement of the services offered to customers. Analyses of quality standards are carried out periodically in accordance with the relevant international technical standards.

You acknowledge that the Services are provided by NTT on the basis of commercially reasonable efforts with the support of third-party providers. Furthermore, you understand that use of the Services presupposes an adequate connection to the Internet provided by your access provider, to whom you should refer only for any reports/failures related to the data connection that enables access to the Services.

In order to monitor the quality of the Services provided, the Company uses service quality indicators in line with the definitions and measurement methods provided by Resolution No. 254/04/CSP as amended (fixed voice telephony services) and the provisions of the Italian Electronic Communications Code, in each case, where applicable.

NTT undertakes to fulfil the obligations deriving from the Contract on the basis of the SLAs and Service Credits agreed with each Customer according to the characteristics of the service requested and the applicable legislation in relation to the indemnifications set out in Annex A of Resolution 347/18/CONS "Regulation on indemnifications applicable in the settlement of disputes between users and electronic communications operators".

Without prejudice to the regulations applicable to automatic compensation, the compensation provided for in Resolution 347/18/CONS shall be applied in the event that the Customer submits a claim relating to the Services whose subject matter is provided for in Resolution 347/18/CONS within three (3) months from the time when the Customer became aware or could have become aware of the event using ordinary diligence.

On the other hand, no indemnity of any kind shall be provided in the event that the Customer has used the Services in an abnormal manner or in any event contrary to the provisions of the Contract.

▪ **Protection of *privacy***

NTT ensures the confidentiality of the information/data provided by Customers, which may not be used/disseminated except with the direct consent of the data subject or at the request of the competent authority, and as otherwise stipulated in the Data Processing Agreement concluded between NTT and the Customers at the time of signing the Contract. More information on NTT's privacy policy can be found at the following link: <https://services.global.ntt/en-us/legal/data-privacy-and-protection>.

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Quality of Services

Quality Indicator	Measure	Measurement description
Voice Quality (Average MOS)	% of days with Average MOS > 4	Percentage of days with Average MOS experimented by customer over 4
	% of days with Average MOS between 3 and 4	Percentage of days with Average MOS experimented by customer higher than 3 and lower than 4
	% of days with Average MOS < 3	Percentage of days with Average MOS experimented by customer lower than 3
Network Quality (Average packet Loss)	% of days with Average Packet Loss ratio < 10%	Percentage of days with Average Packet Loss ratio lower than 10%
	% of days with Average Packet Loss ratio between 20% and 10%	Percentage of days with Average Packet Loss ratio over 10% and under 20%
	% of days with Average Packet Loss ratio > 20%	Percentage of days with Average Packet Loss ratio over 20%
Signalling quality (Average Post dial delay)	% of days with Average post dial delay < 500 ms	Percentage of days with Average post dial delay lower than 500 ms
	% of days with Average post dial delay between 500 ms and 1 s	Percentage of days with Average post dial delay between 500 ms and 1 s
	% of days with Average post dial delay > 1 s	Percentage of days with Average post dial delay higher than 1 s

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