

Service Description: AI Factory Managed 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 AI Factory Build services (the 'Services').

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. Service Overview

The Manage phase ensures that deployed Al solutions remain performant, compliant, and aligned to evolving business needs. This includes Al DevOps (MLOps) practices, operational monitoring, and continuous improvement, aligned to Stage Gate 5 governance. Activities in this phase include:

1. Operations

- (a) Monitor solution performance, availability, and usage.
- (b) Manage incidents and problems in line with agreed SLOs.
- (c) Conduct security monitoring and vulnerability management.
- (d) Oversee data pipelines and model runtime environments.

2. Continuous Improvement

- a) Track business value realisation against baseline KPIs.
- b) Detect and address model drift, data quality issues, or performance degradation.
- c) Apply incremental enhancements, retraining, and redeployment as required.
- d) Introduce new data sources, features, or integrations via the change management process.
- Governance, Compliance, & Reporting
 - a) Maintain compliance with regulatory, privacy, and AI ethics standards.
 - b) Produce monthly operational reports and quarterly executive dashboards.
 - c) Participate in governance board reviews, retrospectives, and continuous improvement planning.
- Outcome: Stable, secure, and continuously optimised AI solutions delivering sustained business value, with full operational transparency.

Part B. Transition-In Period

1 Description

1.1 In relation to the Al Managed Services, transition refers to the process of setting up the observability and monitoring of the Al Agent(s) and related BPA, as described in the SOW.

2 Project coordination

- 2.1 The overall management of the entire transition project is facilitated through the transition manager, appointed by NTT DATA and a joint steering committee with designated representatives from both parties, if required. If implemented, the steering committee will make all executive level decisions regarding the direction of the project and resolve any major conflicts or concerns presented by the transition manager.
- 2.2 During the transition period an established process will be followed, which will be coordinated and managed by designated representatives from both parties. These parties must make themselves available to assist and provide input into the execution of the process.
 - (a) .

3 Service Portal configuration and access

- 3.1 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.

4 User acceptance testing

4.1 NTT DATA will commence delivery of the steady-state AI Managed Services following a successful user acceptance testing process, as determined based on the criteria defined by NTT DATA during transition and, upon completion thereof, confirmed by Client (with such confirmation not to be unreasonably withheld).



Part C. Roles and responsibilities

This section defines the key roles and high-level accountabilities of both the Supplier and the Client in delivering and operating the Al Factory Managed Services

1 NTT DATA Roles

NTT DATA will provide the following key roles to deliver the Al Factory Managed Services described in this SOW.

Detailed responsibilities, working practices, and task level activities will be set out in the Al Factory Playbook.

Role	Core Accountability	
Lead Architect	Owns solution architecture and technical design authority across all use cases, ensuring compliance with enterprise, security, and regulatory standards.	
Agent Ops Lead	Operates and optimises AI agents in production, including deployment, monitoring, performance tuning, and incident/problem management, in line with agreed KPIs and Responsible AI practices.	
Service Manager	Ensures stable, compliant, and reliable operations in the Manaphase, coordinating with the Client for incident resolution, charequests, and continuous improvement.	

2 NTT DATA Responsibilities

Manage Data Security and Compliance: Implement all agreed data privacy, security, compliance, and audit controls throughout the lifecycle. Proactively address regulatory or risk issues.

Provide Training and Change Management Support: Develop and deliver onboarding, enablement, and adoption materials; support client end-user training as needed.

Ensure Operational Readiness: Prepare runbooks, SOPs, and handover documentation; facilitate transition to operations/support and ongoing solution monitoring.

Report Progress and Value: Produce regular status reports, dashboards, value realization metrics, and participate in governance meetings.

Drive Continuous Improvement: Propose and implement enhancements to frameworks, templates, and Factory processes based on retrospectives, feedback, and industry best practices.

Maintain Issue and Change Logs: Track and manage issues, risks, and change requests in accordance with agreed protocols.

Adhere to Commercial and Service Level Commitments: Align delivery with agreed timelines, Service Level Objectives (SLOs), and contractual commitments, and proactively communicate any risks or issues that may affect achieving the targeted service levels

3 Client Roles

The Client will provide the following key roles to enable delivery of the Al Factory Managed Services described in this SOW.

Detailed responsibilities, working practices, and tasklevel activities will be set out in the AI Factory Playbook.

Role	Core Accountability	
Service Owner	Owns business outcomes, approves use case prioritisation, and ensures solutions deliver agreed KPIs and value.	
Compliance / Legal Representative	Advises on regulatory, privacy, and legal requirements, and approves compliance artefacts.	
Operational Owner / Change Lead	Accepts handover of solutions into live operations, leads user adoption, and manages change readiness.	



4 Clients Responsibilities

Communicate Proactively: Inform the Supplier promptly of any material risks, dependencies, or organizational changes that may impact project delivery.

Provide Third-Party Licenses: Procure and maintain all required third-party software licenses or subscriptions for Client and Supplier use, unless otherwise stated. Confirm acceptance of applicable terms for AI resources (e.g., [AI Third Party supplier(s)]) and grant Supplier necessary access. Supplier is not responsible for these third-party solutions.

Ensure Data Accuracy: Provide accurate and complete data for AI Agent training and operation. Supplier is not responsible for outcomes or errors resulting from inaccurate or incomplete data.

Change and Issue Management: collaborate with Supplier AI Factory support engineers for rapid resolution

Privileged Access Management (PAM) – Select and enable one of the Supplier-approved PAM options before service commencement. Provide all required credentials or access tokens. Additional charges may apply for certain PAM methods.

Letters of Authorization (LOA) – Where vendor or third-party coordination is required, provide signed LOAs authorising the Supplier to act on the Client's behalf with relevant providers.

Vendor Support Contracts – Maintain valid support contracts with all relevant third-party suppliers, including cloud, platform, and Al tool vendors, for in-scope Al solutions.

5 Joint Responsabilities

Change and Issue Management: Follow standard change control and issue escalation processes, communicating openly to resolve blockers or adjust scope.

Continuous Improvement: Share feedback, lessons learned, and pipeline refreshes during retrospectives; agree and track CI action plans.

Compliance and Audit: Jointly participate in relevant risk, audit, and compliance reviews, ensuring policy alignment.

Communication: Maintain proactive, transparent communication regarding status, risks, dependencies, and successes, escalating as needed.

Part D. Service Features

The following table defines the deliverables to be provided under this SOW, aligned to the AI Factory Manage phase and the associated stage gates in the AI Factory operating model.

Phase	Deliverable Name	Description	Acceptance criteria	Stage Gate
Build → Manage Transition	Operational Handover Package	Complete set of operational documentation, including deployment runbook, SOPs, architecture diagrams, support workflows, and knowledge transfer sessions.	Documentation reviewed and accepted by Client Ops team; handover workshops completed; operational readiness confirmed.	Stage Gate 5 – Handover to Manage
Manage	Ongoing Operations & Continuous Improvement Reports	Monthly operational reports and quarterly executive dashboards detailing performance, incidents, compliance status, and business value realisation; plus, agreed CI enhancements/releases.	Reports delivered on schedule; metrics align with agreed KPIs; any CI releases meet approved change request criteria.	Ongoing – Manage Phase

In relation to the steady-state AI Managed Services, the complete list of Service Features and the parties' respective rights and obligations in respect thereof are as follows:



6 Al Agent support and bug fixes

- 6.1 Support clients on issues experienced with the Al Agent. Quickly identify and resolve any issues that arise with the Al systems.
- 6.2 Address any bugs or issues reported by users. Conduct thorough investigations to prevent future incidents.

7 Agent System Health Checks

- 7.1 Regular checks of system logs for errors or anomalies
- 7.2 Monitor performance metrics to ensure the agent is functioning optimally
- 7.3 Perform routine health checks on the infrastructure supporting the agent
- 7.4 Ensure all integrations and connections are functioning correctly
- 7.5 Apply software updates and patches to keep the system secure and up to date

8 Agent Change management

8.1 Address change on Agent workflow input/output without disrupting business operations. Minor changes include change of configuration parameters, communication channel, connection to third party application, permission or access controls, language supported and add new skills and capabilities to an Agent. It also includes the decommissioning or deactivation of existing AI Agents.

9 Performance optimization

- 9.1 Analyze performance data to identify bottlenecks or inefficiencies (e.g., accuracy, efficiency, response time).
- 9.2 Implement optimizations to improve response times and accuracy
- 9.3 Gather feedback from users to identify areas for improvement

10 Data Management

- 10.1 Analyze agent generated data
- 10.2 Clean and preprocess new data to maintain data quality
- 10.3 Update training datasets with new information to keep the agent relevant

11 Security and Compliance control

- 11.1 Regularly review and update security protocols to protect against threats
- 11.2 Implement new security features as needed
- 11.3 Ensuring compliance with industry-specific regulations and standards.

12 Case management

Tier 2 Case management

- 12.1 NTT DATA will raise an Incident record as a result of:
 - (a) Client logging a Case with NTT DATA through the Service Desk;
 - (b) Client logging a Case with NTT DATA via the Services Portal; or
 - (c) detection of an Event on monitored Al Agent.
- Following the creation of the Case, a related Incident record will be created, and NTT DATA will respond to Client to confirm the initial Case classification and prioritization.
- 12.3 Client must:
 - (a) raise Priority 1 and 2 Cases with the Service Desk by telephone only; and
 - (b) provide NTT DATA with Client contacts authorized to log Cases and notify NTT DATA of any changes to these contacts.
- 12.4 Client may request the escalation of a Case to a higher Priority level by contacting an escalation manager through the Service Desk and quoting the Case reference number.
- 12.5 NTT DATA may downgrade an escalated Case if it is being managed to a scheduled timeframe, or resolution has been provided to Client and is in the process of being tested.
- 12.6 Where Client initiated the escalation, NTT DATA will obtain Client's approval prior to downgrading.

Tier 2 Incident Diagnosis and Resolution

- 12.7 NTT DATA will:
 - remotely diagnose the cause of the Incident by connecting to the AI Agent to perform Incident diagnosis;
 or
 - remotely diagnose the cause of the Incident within any Vendors or Third-Party Supplier cloud environment or User diagnosis, by connecting to the relevant administration consoles to validate / perform diagnosis;



- (c) suggest a course of action to resolve the Incident or put a Workaround in place; and
- (d) update Client on progress.
- 12.8 Once the Incident is resolved, NTT DATA will:
 - (a) close the Incident record; and update the Case; or
 - (b) notify Client of resolution and closure of the Case record.
- 12.9 Where an Incident is caused by Client making changes to AI Agent and related Business Process Automation, Client may incur an additional charge.
- 12.10 Where an Incident is identified as a potential product defect, NTT DATA will engage with Client's third-party maintenance provider and coordinate activities on behalf of Client until the Incident is resolved. To facilitate the above, Client will provide NTT DATA with a letter of authorization (LOA) authorizing NTT DATA to act as Client's agent for the purpose of addressing relevant Incidents. Client will notify its third-party maintenance provider that such authorization has been granted to NTT DATA for their tenant or environment.
- 12.11 An Incident may be classified as a Major Incident, where NTT DATA agrees that specific criteria are met, including:
 - (a) there is no availability of an application workload resulting in the Al Managed Services not being available (i.e.Agent is not executing the task. Agent is unable to engage and interact with end users) which impacts the following:
 - (i) entire site impacted / several groups of Users >= 50% of the active User population;
 - (ii) scale: group of several Users >= 20% of the active User population
- 12.12 NTT DATA will channel a Major Incident through a stricter resolution process that includes, where possible:
 - (a) shorter timeframes;
 - (b) assignment of additional resources; and
 - (c) assignment of a dedicated Major Incident manager.

Incident Reporting

- 12.13 NTT DATA will provide Client with Incident management reporting information, including:
 - (a) statistical information in respect of Incident management; and
 - (b) in relation to the core Al Managed Services only, Case management Service Level Objective achievement

13 Event management

Event handling

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

Event optimization

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

Vendor update notification

- 13.3 NTT DATA will provide Client with relevant Al Services vendor notification information, including:
 - (a) patches;
 - (b) end-of-X milestones;
 - (c) minor feature releases; and
 - (d) Security Vulnerabilities.
- 13.4 NTT DATA can notify Client in terms of clause 8.3 above only in the event that it receives the notification from the relevant vendor. Accordingly, and for the avoidance of doubt, where the vendor does not provide notifications in respect of a AI service (for example that the AI Service has reached End-of-Life), NTT DATA will not be liable for performance of this Service Feature.

Al Agent control and updates

13.5 Where, in NTT DATA's performance of Al Managed Services, an Al Agent attributes are altered, NTT DATA will update the attributes accordingly.



13.6 Where Client makes changes to an Al Agent attribute, Client must promptly notify NTT DATA by logging a Case.

14 Change management

Change Request management

- 14.1 NTT DATA will raise a Change Request record
 - (a) as a result of Client logging a Case relating to Change Request with NTT DATA through the Service Desk;
 - (b) as a result of Client logging a Case relating to Change Request with NTT DATA via the Services Portal; or
 - (c) as part of the performance of its obligations under a Deliverable.
- 14.2 Following the creation of a Change Request record, NTT DATA will respond to Client to confirm the initial Change Request classification via a Case.
- 14.3 NTT DATA will manage the lifecycle of a Change Request in accordance with the Change Request classification.

Change impact analysis

- 14.4 Based on the information available, NTT DATA will assess and determine the impact of a Change Request on:
 - (a) the Al Agent and related Business Process Automation(s); and
 - (b) the forward schedule of changes, as advised by Client.
- 14.5 NTT DATA will make the results of the change impact analysis available to Client.

Change planning

- 14.6 NTT DATA will produce a plan, as suited and appropriated for the type of change being undertaken, to streamline the change management process ('Change Plan'), with input from Client, for Change Requests, that includes:
 - (a) identification of any products 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) time and material quotation to implement the change.
- 14.7 NTT DATA will submit the Change Plan to Client for approval and for submission to the Change Advisory Board, if applicable.

Change implementation

- 14.8 NTT DATA will, upon receipt of approval from Client to proceed, implement the Change Request according to the approved Change Plan, as agreed with Client:
 - (a) on a time and materials basis at an additional charge;
 - (b) through remote fulfilment of Service Requests, where applicable, and as per process set out in section 10 of this Service Description; 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.
- 14.9 NTT DATA will implement changes to Al Agent and related Business Process Automation in alignment with the agreed change management process, as notified by 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 Al Agent agreed by the Client at the Client's risk.

Change reporting

14.10 NTT DATA will provide Client with change management reporting information, including statistical information in respect of change management.

15 Request fulfillment

Service Request management

- 15.1 NTT DATA will raise a Service Request as a result of:
 - (a) Client logging a Case relating to a Service Request with NTT DATA through the Service Desk;
 - (b) Client logging a Case relating to a Service Request with NTT DATA via the Services Portal; or



- 15.2 Following the creation of a Service Request record, NTT DATA will respond to Client to confirm the initial Service Request classification and prioritization via the Case reference number.
- 15.3 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 Case reference number.
- 15.4 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.
- 15.5 Where Client initiated the escalation, NTT DATA will obtain Client's approval prior to downgrading.
- 15.6 Client must log Priority Service Requests with the Service Desk by telephone or via the Services Portal with a follow up telephone call.

Service Request fulfilment

- 15.7 A Service Request is a Standard Change, which is requested via Case management within the Services Portal, with pre-defined Service Request Fulfilment catalogue details, which:
 - (a) is pre-approved by Client;
 - (b) relates directly to Al Agent and or to a related Business Process Automation.
 - (c) can be performed remotely using the site-to-site connection;
 - (d) is executable by a vendor-certified engineer;
 - (e) requires no scoping or project management for its completion;
 - (f) should not as a single task take more than 2 hours to perform;
 - (g) when performed as part of a set of requested tasks (i.e., repeating the same single instance or similar tasks in multiple locations or for multiple AI Agent or related Business Process Automation) does not take more than 4 hours to perform; and
 - (h) has a set of procedures or work instructions available to complete.
- 15.8 Where a Service Request is raised:
 - (a) the Service Request is considered pre-approved by Client;
 - (b) NTT DATA will schedule the implementation of the Service Request as agreed with Client;
 - (c) should the Service Request as a single task take more than 2 hours to perform or include multiple tasks that exceed 4 hours of effort, NTT DATA will perform the work, as agreed with Client:
 - (i) on a time and materials basis at an additional charge; or
 - (ii) through a formal consulting and professional services engagement, the scope and pricing of which will be set out in a separate statement of work.
- 15.9 Subject to the Fair Usage Policy and associated terms (as described further in Part A, clause 8 of the Specific Term), NTT DATA will fulfil the Service Request through utilizing Service Units associated to each Client Case raised for Service Request Fulfilment types, as categorized within the Services Portal
- 15.10 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

- 15.11 Where Client raises a Case for 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.
- 15.12 Where Client raises a Case for 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

- 15.13 NTT DATA will provide Client with Service Request reporting information, via the Services Portal including:
 - (a) statistical information in respect of Service Requests;
 - (b) information in respect of Service Unit usage; and
 - (c) in relation to the core Al Managed Services only, Service Request Response and Service Request Fulfilment Service Level Objectives achievement.

16 Release and deployment management

Technology updates and minor releases

16.1 Technology updates or 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.



- 16.2 Minor releases (software updates and dot releases) are also known as maintenance releases. They include corrections, extensions, or fixes to an existing full release.
- 16.3 NTT DATA will implement minor feature releases in relation to Security Vulnerabilities for technology updates where made available by the specific Vendor. Any additional support will be subject to additional charges on a time and materials basis.

Release and deployment recommendations

- 16.4 NTT DATA will make recommendations in respect of the relevant vendor notifications, including:
 - (a) 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

- 16.5 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.
- 16.6 Based on the above, NTT DATA will develop and submit a release and deployment plan to Client for approval.

Release package building and testing

- 16.7 NTT DATA will:
 - (a) build, deploy and, where possible, test the release package on low-risk Al Agent 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

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

Release and deployment reporting

- 16.10 NTT DATA will, periodically, provide Client with release and deployment reporting information, including:
 - (a) statistical information in respect of release and deployment; and
 - (b) number of release and deployment requests.

Early Life Support

16.11 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.

17 Service level management

Service level monitoring and reporting

- 17.1 NTT DATA will, in relation to the core Al Managed Services only, monitor its performance against the Service Level Objectives agreed with Client and will make monthly service management information available to Client via the Services Portal.
- 17.2 The service level information does not include reporting on any service levels objectives agreed between Client and a third party, including any Third-Party Supplier.
- 17.3 NTT DATA may, on written request by Client, agree to produce customized or additional reporting at an additional charge.

18 IT security management

Security policy implementation

18.1 NTT DATA implements and manages Al Agents and related Business Process Automation to its applicable certified ISO standards.



- 18.2 NTT DATA will, subject to clause 13.3 below, implement and maintain security controls in accordance with NTT DATA's standard security policies, as applicable to the Al Managed Services.
- 18.3 Client must align to NTT DATA's standard security policies applicable to the AI Managed Services before NTT DATA's commencement of the AI Managed Services. Any Client security policies that are not aligned (or subsequently become unaligned) to NTT DATA's standard security policies must be notified to NTT DATA with reasonable written notice for NTT DATA to review and determine whether it can accommodate Client's security policy, provided that:
 - (a) NTT DATA will not be obligated to comply with any Client security policy that is not technically or commercially feasible; or materially impairs NTT DATA's ability to provide the Al Managed Services as contracted under the applicable SOW; and
 - (b) NTT DATA may make a corresponding adjustment to the Charges for the Al Managed Services for any changes to Client security policies which result in NTT DATA incurring additional costs or expenses.

19 Technical management

Standard operating procedure (SOP) development and maintenance

- 19.1 NTT DATA will, in consultation with Client, identify, develop, and maintain standard operating procedures required for the Al Managed Services in accordance with agreed technology standards.
- 19.2 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).

20 Service Delivery Manager

- 20.1 NTT DATA will assign a service delivery manager to Client. This function will be provided as a shared resource and the in-scope activities, as described below, will be performed remotely. Activities not listed below will be out of scope for this Service Feature. The activities of the service delivery manager will include:
 - (a) acting as a primary point of contact for Client in respect of Al Managed Services delivery escalations and support;
 - (b) bringing key issues and applicable recommendations identified in the course of delivering the Al Managed Services to the attention of Client in relation to Change Requests and release and deployment activities.
 - (c) capture, track and manage contractual issues and escalations in the Services Portal, in accordance with agreed escalation governance paths; and
 - (d) co-ordinate with Client for services outside of the scope listed within the SOW to quote on a time & materials basis.

Part E. Services Portal

1 Services Portal description

1.1 NTT DATA will deliver a single view of the AI environment under management, regardless of the locations in which physical and logical assets are based, using its Services Portal. The Services Portal can be used by Client as an interface to interact with NTT DATA, monitor the state of the solution, and view the list of contracted Services.

2 Services Portal attributes

- 2.1 The primary attributes of the Services Portal are as follows:
 - (a) a secure browser accessible platform, available 24 x 7 x 365;
 - (b) ability to apply role-based access and permission to portal users on specific systems;
 - (c) access to NTT DATA support team via ticketing system.