

Service Description: AI Factory Set Up

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 Set Up 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

1 Description

- 1.1 The AI Factory Setup phase establishes the foundational capabilities, governance, and platforms required for the AI Factory to operate effectively. This is a one-time setup activity performed at the start of the engagement. AI Factory setup provides the following activities.
- 1.2 Governance & Operating Model
 - a) Establish the AI Factory Steering Committee and working groups, define decision rights, escalation paths, and approval gates.
 - b) Document and agree the AI Factory Governance Framework, including roles, responsibilities, and meeting cadence
- 1.3 Platform & Tooling
 - a) Provision and configure the AI Factory technical platform, including cloud environments, CI/CD and MLOps pipelines, security controls, and monitoring tools.
 - b) Deploy and configure intake and prioritisation tools, repositories, and collaboration environments.
- 1.4 Processes & Playbook
 - c) Develop the AI Factory Playbook, covering intake, prioritization, delivery lifecycle, compliance checkpoints, and continuous improvement processes.
 - d) Create standard templates for business cases, opportunity assessment, risk/compliance review, and deployment readiness.
- 1.5 Enablement & Handover
 - a) Conduct training and onboarding for Client stakeholders on Factory processes, tools, and governance participation.
 - b) Facilitate joint dry runs of intake and governance meetings to validate readiness.
- 1.6 Outcome: A fully operational AI Factory framework — with governance bodies in place, processes documented, technical platforms deployed and tested, and Client teams enabled to proceed into either Phase 2 Assessment or 3 Build depending on scope.
- 1.7 Client acknowledge that the AI Factory framework shall be exclusively focused on, and limited to, the services and activities performed by NTT Data in relation to those systems that are expressly identified for development and have successfully passed the validation process during the AI Factory Assessment phase. Any previous systems, initiatives, or activities not validated within the scope of said assessment shall be excluded from the application of the AI Factory framework

Part B. Transition-In Period

1 Description

- 1.1 In relation to the AI Factory, transition refers to the process of gathering the information to set up the AI Factory governance, 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.

3 Client obligations

- 3.1 Client must provide service-specific access to NTT DATA, as described in the Client Connectivity and Prerequisites Guide.
- 3.2 On NTT DATA's reasonable request, Client must supply NTT DATA with specific information to enable provision of the AI Factory, including but not limited to:
 - (a) information about Client, Configuration Items, and associated attributes, access methods and any other relevant technical information.
 - (b) authorized contacts who can log Incidents and Service Requests;
 - (c) Client contacts for priority escalation purposes;
 - (d) relevant processes and policies; and
 - (e) contact information for third-party supplied equipment, services or maintenance and service support of such equipment or services.
- 3.3 Client must maintain valid third party vendor support contracts for in scope AI solutions.
- 3.4 Provide Letters of Authorization for Supplier to liaise with Client Third Party vendors.
- 3.5 Select and enable an approved Privileged Access Management (PAM) option before service commencement.
- 3.6 Procure and maintain all required Client third party suppliers licenses unless otherwise agreed in writing in the Service Operational Manual ("SOM") Playbook, or otherwise.

4 Service Portal configuration and access

- 4.1 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.

5 User acceptance testing

- 5.1 NTT DATA will commence delivery of the steady-state MEX-P 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 Agentic AI Factory Setup NTT DATA Roles.

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

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

Role	Core Accountability
Factory Manager	Leads day-to-day AI Factory operations, oversees delivery across all phases, and ensures alignment with Client priorities and governance.

1 NTT DATA Responsibilities

- 1.1 **Provide an AI Factory Team:** Appoint and maintain all required roles (e.g., AI Factory Lead, Engagement Lead, Technical Architect, Data Scientists, AI/Prompt Engineers, Business and Financial Analysts, Industry/EA SME, Compliance & Risk Lead, Change Manager) to deliver all four phases of the AI Factory model (Factory Setup, Assess, Build, and Manage).
- 1.2 **Report Progress and Value:** Produce regular status reports, dashboards, value realization metrics, and participate in governance meetings.

2 Client Roles

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

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

Role	Core Accountability
Executive Sponsor	Provides executive-level sponsorship, decision-making authority, and strategic alignment for the AI Factory.

3 Clients Responsibilities

- 3.1 **Appoint Key Roles:** Assign an Executive Sponsor and representatives for the Steering Committee to champion the program and act as escalation points.
- 3.2 **Participate in Governance and Reviews:** Attend regular steering groups, pipeline reviews, continuous improvement sessions, and respond promptly to Supplier requests for feedback or decision-making.
- 3.3 **Meet Commercial Obligations:** Ensure timely processing of invoices and credit consumption tracking as set out in the SOW.
- 3.4 **Communicate Proactively:** Inform the Supplier promptly of any material risks, dependencies, or organizational changes that may impact project delivery.

4 Joint Responsibilities

- 4.1 **Steering and Governance:** Participate in regular (e.g., monthly/quarterly) Steering Committee and working sessions for strategic alignment, decision-making, and risk mitigation.
- 4.2 **Communication:** Maintain proactive, transparent communication regarding status, risks, dependencies, and successes, escalating as needed.

5 Change Control Process

The Change Control Process governing any change to the scope, deliverables, timelines, resources, or commercial terms defined in this SOW that is deemed **out of scope** of the agreed baseline is described in the Client Playbook

6 Governance, Stakeholder Management & Decision Rights

- 6.1 Governance Structure
 - (a) **Steering Committee/Governance Board:**
Comprised of executive sponsors and key decision-makers from both Supplier and Client. Responsible for overall program direction, financial oversight, and resolving escalated issues.
Meetings: Quarterly, or as needed for critical decisions.
 - (b) **Working Groups:**
Cross-functional operational teams from Supplier and Client (Engagement Leads, Analysts, SMEs). Oversee intake, assessment, delivery, and operational matters.
Meetings: Bi-weekly; responsible for day-to-day delivery, regular status reviews, and preparation of recommendations for the Steering Committee.
 - (c) **Issue & Change Management:**
All blockers, risks, and changes to scope, schedule or cost shall be managed per the agreed Issue & Change Management protocol
- 6.2 Approval of Gates & Client Decision Points
- 6.3 Client expresses written approval is formally required at each of the following stages:
 - (a) Approval Gates
 - (b) **Assessment Completion:**
Client review and approval of Assessment/Opportunity Report, including scorecard and recommended prioritization, before proceeding to Pilot.
 - (c) **Pilot/Pilot Initiation and Closure:**
Client approval required to commence Pilot work. Formal review of Pilot outcomes and explicit go/no-go decision for deployment or further development.
 - (d) **Pre-Deployment Readiness:**
Client approval required for deployment into production environment, including sign-off on testing, compliance, and risk acceptance.
 - (e) **Post-Deployment/Adoption:**
Final client acceptance of business handover and operational readiness after solution delivery.
- 6.4 Escalation & Dispute Resolution
- 6.5 In the event of disagreement or deadlock during any phase:

- (a) **Initial Resolution:** Engagement Leads will attempt resolution within five (5) business days.
- (b) **Steering Committee Escalation:** If unresolved, the matter is escalated to the Steering Committee for mediation within ten (10) business days.
- (c) **Executive Sponsor Escalation:** If still unresolved, escalation to Executive Sponsors for a final decision within fifteen (15) business days.

Part D. Service Features

The following table defines the Deliverables to be provided under this SOW, under the AI Factory Setup, phase

Phase	Deliverable Name	Description	Acceptance criteria	Stage Gate
Factory Setup	AI Governance Framework	Documented governance structure, decision rights, escalation paths, and approval gates for the AI Factory.	Approved by Steering Committee; governance meetings scheduled, and first meeting held.	Stage Gate 0 – Factory Mobilisation Complete
Factory Setup	AI Factory Platform Deployment & Configuration	Provisioned and configured cloud environments, CI/CD and MLOps pipelines, security controls, and monitoring tools; intake/prioritisation platform deployed.	Security and operational readiness sign-off from Client IT/Security teams.	Stage Gate 0
Factory Setup	AI Factory Playbook & Templates	Playbook covering intake, prioritisation, delivery lifecycle, compliance checkpoints, and continuous improvement; standard templates created.	Playbook and templates reviewed and approved by Client PMO/Steering Committee.	Stage Gate 0
Factory Setup	Client Enablement & Transition Readiness	Training materials, onboarding workshops, and dry run governance/intake sessions delivered; handover to operational Factory state.	Attendance records for training; successful dry run of governance/intake process.	Stage Gate 0