

Specific Terms: AI Factory Managed 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 AI Managed Services ("**Services**"). Unless otherwise specified therein, these Specific Terms apply to all AI Managed 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 Service-specific definitions

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

1.2 As additional or amended defined terms in these Specific Terms (or as used in the applicable SOW):

AI Agent means the AI System, for which NTT Data will provide the AI Managed Services under the related SOW.

AI means Artificial Intelligence refers to the simulation of human intelligence in machines that are programmed to think and learn.

Availability means the ability of an AI Agent service to perform its agreed function when required.

Business Day means Monday through Friday from 9 a.m. to 5 p.m. local time and excludes weekends and public holidays.

BPA means Business Process Automation refers to the use of technology to automate complex business processes and functions. It aims to streamline operations, reduce manual effort, improve efficiency, and enhance accuracy by automating repetitive tasks and workflows. BPA can involve various tools and software solutions to manage processes such as customer service, accounting, and human resources.

Case means Client-related cases created within the NTT DATA Services Portal that are a mechanism for capturing the details of a service, project, transaction, or response to Client requests for management of any Incident, Service Request or Change.

Change Advisory Board (or CAB) means a formalized body that supports the assessment, prioritization, authorization, and scheduling of changes and comprises Client and, if applicable, NTT representatives.

Change Request means a request generated by Client or NTT for the addition, modification, or removal of anything that could have a material impact on an AI Agent configuration or the provision of the AI Managed Services and any Service Feature thereunder.

Client Connectivity and Prerequisites Guide means the document that describes the mechanics on what is required technically to be configured within Client's environment to enable access and protocols to deliver the Agentic AI Managed Services.

End-of-Life means the relevant AI Agent and or related Business Process Automation is no longer supported, as determined by NTT DATA, based on any end-of-life or end-of-service announcements made by the Vendor.

Event means a change of state that has significance for the management of an AI Agent.

Incident means, in relation to AI Managed Services, an unplanned interruption or reduction in quality related to one or more supported AI Agent and or Business Process Automation.

Major Incident means an Incident that meets specific criteria and has a high severity impact on Client or for which NTT DATA warrants a greater organizational focus to manage.

Permanent Resolution means the action taken to resolve the root cause of an Incident or a Problem.

Priority means the relative urgency and importance of an Event, Incident, Problem, Change Request, or Service Request, based on a combination of impact and urgency, with Priority 1 being the highest and Priority 5 being the lowest.

Privileged Access Management (or PAM) means the application used by NTT DATA support engineers to securely access Client's in-scope tenant applications in order to deliver the AI Managed Services, as described further in clause 6.8 below.

Problem means the cause of one or more Incidents.

Monitoring Application means the connectivity, infrastructure, and applications delivered by NTT DATA to monitor AI Agent or Business Process Automation to trigger alerts, indicate health status, and display reporting in the Services Portal.

Security Vulnerabilities means an unintended flaw in software code or a system that leaves it open to the potential for exploitation in the form of unauthorized access or malicious behavior such as viruses, worms, Trojan horses and other forms of malware.

Service Calendar means the hours specified in the SOW during which NTT must perform its obligations under a Service Feature in respect of a Configuration Item.

Service Commencement Date means the date of Service Acceptance for the steady-state AI Managed Services, as described in clause 2.1 below.

Service Desk means the NTT DATA service desk that acts as a single point of contact between NTT DATA and Client to manage all Incidents, Problems, Change Requests and Service Requests, and all related communications and escalations with Client.

Service Feature means, with respect specifically to the AI Managed Services delivered pursuant to these Specific Terms, a specific feature or outcome of the Services, as identified in the applicable Service Description.

Service Level Objectives mean the service objectives applicable to the core AI Managed Services, as set out in the Service Levels.

Service Management System means the system used by NTT DATA to record information relating to the supply of the applicable AI Managed Services.

Service Operations Manual means a reference document provided to Client (prior to the Service Commencement Date), which describes how to contact and interact with NTT DATA in connection with the AI Managed Services being delivered.

Service Request Catalogue means a list of approved requests within a catalogue, that are generated by Client or NTT DATA for information, for a Standard Change, or for access to a service or report, and that is managed by the Service Request Fulfilment process.

Service Request Fulfilment means the process responsible for managing the lifecycle in respect of a Service Request generated by Client or NTT DATA.

Service Unit means a unit of measure that is used to track and calculate specific Service Request Fulfilment activities on a consumption basis, as set out in the Service Request Catalogue.

Services Portal means the internet portal created and configured by NTT DATA for access by Client as part of the AI Managed Service.

Standard Change means a low risk, relatively common change that is mutually agreed and documented and constitutes a preapproved change that is implemented through a Service Request.

Client Third-Party Supplier(s) means a third-party company or entity with whom Client will have a separate agreement to provide a product or a service to maintain an AI Agent and Business Process Automation at an operational level. This may include an Affiliate of NTT DATA, provided that in such a case, the relevant product or service would remain subject to a separate Order or SOW with such Affiliate of NTT DATA.

Workaround means a set of actions that reduces or eliminates the impact of an Incident or Problem for which a Permanent Resolution is not yet available.

1 Scope of Services

Service commencement

1.1 The provision of steady-state AI Managed Services, as set forth in the relevant SOW, will commence on the Service Commencement Date and, unless terminated earlier in accordance with the terms of the Agreement, will endure for the SOW Term. The Service Commencement Date will be declared upon the earlier to occur of:

- (a) the first production or non-test AI Agent and Business Process Automation (BPA) being onboarded to the steady-state AI Managed Services; or
- (b) receipt of Client's written confirmation (via email) that the following service acceptance criteria for the steady-state AI Managed Services has been met:
 - (i) the in-scope managed service components for the AI Managed Services have been enabled and made available to Client;
 - (ii) Client has received and approved the Service Operations Manual; and
 - (iii) Client has verified completion of any service acceptance testing, as set out in the relevant transition plan or otherwise previously agreed by the parties.

with the applicable milestone, as set forth in (a) and (b) above, being deemed '**Service Acceptance**'. If neither (a) nor (b) above have occurred within 10 days from NTT DATA giving Client notice that the relevant service acceptance criteria has been met, Service Acceptance will be deemed to have occurred on the day immediately following the expiration of such 10-day notice period.

Service Features and scope

- 1.2 The Agentic AI Managed Services consist solely of the Service Features which, together with the parties' respective obligations thereunder, are set out in the applicable Service Description and NTT DATA will only supply to Client those Service Features in respect of the AI Agent and BPA specifically set out in the SOW.
- 1.3 Technology that is not supported as a standard AI technology by the AI Managed Services must be approved by NTT DATA before it is included in scope of the AI Managed Services.

- 1.4 Where there are variations to a Service Feature that are specific to a given AI Managed Service, or where there is provision made for Service Features to be customized as part of a given AI Managed Service, such varied or customized Service Features, and the parties' respective obligations thereunder, will be set out in the applicable SOW.

2 Location of Services

- 2.1 NTT DATA will provide the AI Managed Services from its service management locations, as may be set out in the applicable SOW or otherwise determined by NTT DATA.
- 2.2 Clause 3.1 notwithstanding, the service management and public or private cloud infrastructure locations relating to any third-party platforms or services provided by Third-Party Suppliers (including any public or private cloud environments) are solely determined by the applicable Third-Party Supplier, including any AI Third-Party Supplier, or as may be selected by Client based on the options made available by such Third-Party Supplier. Client acknowledges and accepts that any such Third-Party Suppliers are solely responsible for the provision of any relevant third-party platforms and services, including, as applicable, any data transfer or residency policies and failover or disaster recovery services connected therewith.

3 Service Management System

- 3.1 NTT DATA may, in relation to the AI Managed Services delivered pursuant to these Specific Terms, make adjustments or add enhancements to its Service Management System during the SOW Term. NTT DATA will provide advance notice of any such changes, where possible.

4 AI Agents

- 4.1 The applicable SOW will set out the AI Agents, identifying the relevant AI Agents and BPA corresponding details. The AI Agents and BPA lists will be subject to change on an ongoing basis as the number and nature of AI Agents and BPA are changed, added, and removed in accordance with NTT DATA processes. At any point in time, the definitive list of AI Agents and BPA under management will be as specified in NTT DATA's Service Management System.
- 4.2 Where NTT DATA determines that it is unable to continue to provide the AI Managed Services on an End-of-Life AI Agent or BPA, NTT DATA will use its reasonable efforts to notify Client, before removing the End-of-Life AI Agent or BPA, as applicable and subject to any applicable Third Party Supplier terms.
- 4.3 In addition to the Client obligations described in these Specific Terms and any general obligations set out in the Agreement (including as may be specified in the SOW), Client must:
- (a) complete any transition tasks and changes to AI Agent as set out in the SOW or otherwise reasonably requested by NTT DATA, to enable the provision of the AI Managed services and allow NTT DATA to perform its obligations thereunder;
 - (b) ensure that there are valid support contracts executed with the Client Third-Party Suppliers, including the AI Third Party Suppliers with respect to the AI Agents in the scope of the Services;
 - (c) keep all records relating to use and performance of the AI Agent as NTT DATA may reasonably request and ensure that NTT DATA personnel have access to such records at all reasonable times;
 - (d) keep an up-to-date all relevant information for the AI Agent(s) Items and provide a copy to NTT DATA when requested, except where NTT DATA is responsible for this as part of its contractual obligations to Client under a Service Feature, and notify NTT DATA of any change;
 - (e) notify NTT DATA through a Service Request of all changes to Inputs used by the AI Agent any company processes change that will affect AI Agents and BPA, no less than 2 Business weeks before implementing the change.

5 Client obligations

Client equipment, network, and systems

- 5.1 Client must ensure that any of its applications, equipment, network, or systems connected to any NTT DATA equipment, network, or systems used in receiving the AI Managed Services is technically compatible, connected, and used in accordance with any instructions or safety and security procedures, as communicated by NTT DATA.
- 5.2 If any Client equipment, network, or systems do not comply with the requirements of clause 9.1 above, Client must promptly advise NTT DATA. Upon notice from NTT DATA, Client must disconnect such equipment, network, or systems, or, where applicable, permit NTT DATA to do the same, the cost of which will be borne by Client.

- 5.3 NTT DATA makes no warranty regarding the interoperability between the NTT equipment, network, or systems and any Client equipment, network, or systems.
- 5.4 Client must ensure that Third-Party Suppliers selected to build, implement and manage AI Agent or BPA are compatible with its internal and external applications, equipment, network, or system connected.
- 5.5 Client must procure and maintain all relevant Third-party licenses from any Third-Party Supplier necessary for NTT DATA's provision of the AI Managed Services and provide access thereof, as listed in Appendix A, 1.3 of the SOW.

User applications and software

- 5.6 Client must ensure that all User workstations accessing the functionality or receiving the benefit of the AI Managed Services have supported and compatible versions of the necessary User applications and software, including web browsers and operating systems, installed and maintained during the SOW Term.

Licensing

- 5.7 Unless the applicable SOW expressly indicates that NTT DATA will procure specified third-party licenses for or on behalf of Client in connection with the AI Managed Services, Client must procure and maintain all relevant third-party licenses from any Third-Party Supplier necessary for Client's use of the Agentic AI Managed Services.
- 5.8 Client warrants further that they are aware of and have accepted and comply with the applicable Third-Party Supplier terms including for the building, implementation and management of the relevant AI Agent. NTT DATA is exempt from any responsibility regarding these Third- Party licenses and solutions.

Client connectivity

- 5.9 In order to enable NTT DATA to provide the AI Managed Services in accordance with the applicable SOW, Client will comply with all requirements specified in the Client Connectivity and Prerequisites Guide and will perform all Client obligations specified therein, including but not limited to providing NTT DATA with access to data sources, systems, and infrastructure that NTT DATA is required to manage under the applicable SOW.
- 5.10 **Privileged Access Management (PAM)** In order to enable NTT DATA to provide the AI Managed Services in accordance with the applicable SOW, Client must permit NTT DATA to enable one of the supported Privileged Access Management (PAM) options, as detailed further in the Client Connectivity and Prerequisites Guide. Client must inform NTT DATA of its preferred PAM option prior to the start of transition activities, and depending on the elected option, additional one-time fees and recurring monthly Charges may apply.

Third-Party platform access requirements

- 5.11 Client must provide access to any third-party application involved in the AI Agents and BPA process. During the Transition-In Period, Client will be required to submit to NTT DATA a signed letter of authorization (LOA) for each applicable third-party telecommunication circuit provider appointed by Client pursuant to clause 5 above.

Change management

- 5.12 Client acknowledges that the change management service feature (as described in the AI Managed Service Description) is not generally subject to co-management between Client and NTT DATA and accordingly Client may not perform its own Service Request Fulfilment.

6 Maintenance

- 6.1 From time-to-time NTT DATA will schedule preventative maintenance ('**Scheduled Maintenance**') for the AI Managed Services which may lead to non-achievement of Service Level Objectives (or, in relation to any in-scope add-on service components, the Service Level Targets). Wherever possible, Client will be given no less than 14 days prior notice of the Scheduled Maintenance and the Scheduled Maintenance will occur within the maintenance window specified in the table below:

Day	Scheduled Maintenance window
Monday – Saturday	12h00 am - 06h00 am
Sundays	12h00 am - 08h00 am

For purposes of the timing specified in the table above, the Client's local time zone where the Scheduled Maintenance is to be performed is applicable.

- 6.2 Scheduled Maintenance may be attributable to, inter alia:
 - (a) preventative maintenance;

- (b) AI Agent and BPA system moves or reconfigurations;
- (c) AI Agent and BPA system testing of new systems or enhancements;
- (d) upgrades, application of security patches, application patches;
- (e) operating system patches; and
- (f) implementations of new AI Agent and BPA or enhancements.

6.3 NTT DATA may also be required from time to time to conduct unscheduled maintenance ('**Unscheduled Maintenance**') for the Services, attributable to factors outside of its reasonable control, including but not limited to the service level exclusion events specified in clause 3 of the Service Levels, which may lead to non-achievement of Service Level Objectives (or, in relation to any in-scope add-on service components, the Service Level Targets). In such circumstances NTT DATA will endeavour to provide Client with as much prior notice of such Unscheduled Maintenance as is reasonable under the circumstances.