

Specific Terms: AI and AI Factory Services

The service-specific terms and conditions set out in this document (Specific Terms') are incorporated in and apply to the SOW entered between NTT DATA and Client for the use or operation of Artificial Intelligence (hereinafter 'AI') in connection with the provision of Services, as further described in the SOW (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).

Section 1 contains the general terms that apply for all use or operation of AI.

Section 2 contains additional terms that apply where NTT DATA uses AI internally to perform the Services.

Section 3 contains additional terms that apply to AI Factory Services and deviate or supplement the provisions of Sections 1 and 2.

If there is a conflict between Sections 1, 2 and 3, provisions of Section 3 shall prevail. In the event of conflict between the Agreement and these Specific Terms, these Specific Terms shall prevail solely for matters relating to AI Tools or AI Agents.

In these Specific Terms references to AI Tools include AI-driven features used by NTT DATA internally, and references to AI Agents include AI-based systems deployed for or on behalf of the Client.

Section 1: AI General Terms

1. Definitions

Capitalized terms not already defined in the SOW or related Agreement, are defined herein:

AI Artificial Intelligence refers to computer systems designed to perform tasks that typically require human intelligence. They mimic human intelligence and can learn, reason, and adapt, often improving their performance through experience and data analysis. They can recognize patterns, reach conclusions, make informed judgments, predict future behaviors and automate repetitive functions.

AI Agent means the AI System provided and/or supported by NTT DATA as part of the Services under the related SOW. For purpose of AI Factory Services, an AI Agent is developed for the Client's intended purposes and deployed in the Client environment. An AI Agent is not an AI Tool.

AI Factory Services means the different set of Services, which may include part or all of the followings: AI Factory Set Up, Assessment, Build and Managed Services, as further described in the relevant Service Description.

AI System: A machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment. An AI System includes AI models.

AI Tool: means NTT DATA AI technology feature or agent, used internally by NTT DATA in connection with the Services provided by NTT DATA to Client, to perform, support or govern the Services.

Applicable Laws means any court judgement or statute, by-law, directive, treaty, regulation, rule or policy issued by a regulatory authority which is applicable to the general business operations of a party, including AI related regulations and (a) in the case of NTT DATA, is applicable to NTT DATA's delivery, provisioning and billing of the Services; and (b) in the case of Client, is applicable to Client's receipt, use of, and payment for the Services.

Client Data means data, content, documents, code, logs, datasets, and personal data provided or made available by Client or collected on Client's behalf for the Services.

Input: means requests, content, documents, data and any input submitted to an AI Tool or AI Agent for the provision and/or use of the Services.

Output: text suggestions, information, results, content, that result from operating or using an AI Agent in response to requests or Inputs.

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 service.

Third Party AI Supplier means third-party provider of any AI components, models or systems used and/or incorporated for the delivery of the AI Agent

2. Client Use of AI Tools and AI Agents

2.1 When using AI Tools and/or AI Agents, Client shall:

- use the AI Tool only in compliance with Applicable Laws and solely for the purposes and under the terms defined in the Agreement, the corresponding SOW, any applicable Third-Party AI Supplier terms, and within the scope of authorized purposes for the Services.
- maintain human oversight throughout its use of the AI Tool and/or AI Agent and shall be responsible for its use;
- inform its end users about the purposes, risks, and limitations associated with the Services and related AI use, as well as with AI-generated content, by providing clear and appropriate instructions in compliance with the Applicable Laws.
- not remove or disable any notice that NTT DATA may display in AI Tools and/or AI Agents indicating AI interaction and the need for human review;
- maintain internal policies on the responsible use of AI,
- ensure legality and accuracy of Client Inputs, including ensuring that it has the necessary consents, licenses, or authorizations for Client Inputs
- ensure its, and its end users', compliance with any required Third-Party AI Supplier terms, obligations and usage restrictions, and Client acknowledges that NTT DATA may suspend any use or access to an AI Tool where NTT DATA reasonably believes such uses or access would breach these Specific Terms or Applicable Laws.

2.2 Client acknowledges that the following is expressly prohibited, and Client shall not (and shall not permit others to):

- (a) use the AI Tools and/or AI Agents for activities prohibited under Applicable Laws, including Article 5 of Regulation (EU) 2024/1689 (EU AI Act) such as exploitative profiling, subliminal manipulation, or discriminatory outcomes as defined by Applicable Laws or by the applicable Third-Party AI Supplier, as specified in the relevant SOW
- (b) use AI Tools and/or AI Agents to create or disseminate unlawful content, malware, or content infringing third-party rights,
- (c) introduce or manipulate data into the AI Tools and/or AI Agents with the intent to "poison the model," understood as any deliberate action of introducing malicious or erroneous data or information to degrade the quality, functionality, or reliability of the AI Tool and/or AI Agents;
- (d) circumvent safety filters, rate limits, or access controls;
- (e) use outputs of AI Tools and/or AI Agents to train a model that competes with a Third-Party AI Supplier where prohibited by that Third-Party AI Supplier's terms.
- (f) reverse engineer or attempt to extract model weights or underlying source code;
- (g) generate discriminatory results or results contrary to professional ethics, or training, correcting, or introducing instructions to intentionally generate biases in the data or the Outputs.

3. Privacy and Security

Unless stated otherwise in the SOW, Client Data shall be treated as per NTT DATA privacy and security policies, and processing of Personal Data governed by the relevant DPA.

4. Monitoring

NTT DATA may, at its expense, audit Client's (and its Users') use of AI in order to verify compliance with the Agreement terms. NTT DATA will provide reasonable prior written notice of any such audit, with the purpose and scope of the audit being defined by NTT DATA prior to its start. Audits may be conducted remotely or, where reasonably necessary, at Client's premises, provided that any such onsite audit will be conducted during Client's normal business hours and in a manner intended not to unreasonably interfere with Client's business operations. Client must promptly remedy any non-compliance within 10 business days after the audit report has been provided by NTT DATA.

5. Liability and Indemnity

- 5.1 When Client uses AI Tools and/or AI Agents, NTT DATA will not be liable for::
- incorrect, incomplete, or unauthorized data or instructions provided by the Client;
 - improper use of the AI Tool or AI Agent outside the scope of its intended purpose, agreed conditions, or these Specific Terms;
 - failure resulting from Third-Party AI Suppliers, and any related integrations, outages, unavailability, defects, changes or external elements of their services not directly controlled by NTT DATA.
- 5.2 NTT DATA's liability in relation to any AI Tool or AI Agent shall be subject to the same limitations set forth in the Agreement and related SOW, where applicable, subject to the terms of terms of these Specific Terms, and to the terms and conditions of the Third Party AI Supplier, as applicable, which shall prevail in case of conflict. Notwithstanding the above, in no event shall NTT DATA's aggregate liability under these Specific Terms and the SOW exceed the greater of the fees paid or payable for the Services in the 12 months preceding the event.
- 5.3 Subject to 5.1 and 5.2, any NTT DATA indemnity granted to Client against third-party claims that Client's authorized use of Services directly infringes third party intellectual property rights, as applicable in the relevant Agreement, is excluded in the event of claims arising from (i) Client Data, Client Inputs, Client's instructions or AI Tool or AI Agent Outputs, (ii) combinations not supplied by NTT DATA, (iii) Client or Third-Party modifications, (iv) Third-Party AI Supplier services, or (v) use of the AI Tool or AI Agent contrary to the Applicable Laws or Agreement terms.
- 5.4 In addition to the indemnities provided in the Agreement, the Client will indemnify and hold NTT DATA and its Affiliates harmless from any damage, penalty, losses, costs, expenses, or fees (including reasonable attorneys' fees) or claim that NTT DATA or its Affiliates may suffer as a result of i) the Client's non-compliance with the conditions applicable to the use of the AI Tool or AI Agent, including terms imposed by Third Party AI Suppliers, ii) Client's or its end users', use of the AI Tool or AI Agent in breach of the Agreement, including these Specific Terms, and/or Applicable Laws iii) Client Data, Client Inputs, or instructions (including any intellectual property rights, privacy or other third party claim against NTT DATA because of Client Inputs, data or misuse of the Services and related AI Tool or Agent iv) deployment decisions, business processes, or actions taken (or not taken) in reliance on AI Tools or AI Agent or Outputs without appropriate human review.

6. Disclaimer

TO THE MAXIMUM PERMITTED BY LAW AND UNLESS EXPRESSLY STATED AND REQUIRED BY LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING, PERFORMING, ANY

OF THE SERVICES INCLUDING ANY AI TOOL OR AI AGENT AND ASSUMES ANY AND ALL RISKS ASSOCIATED WITH CLIENT'S USE OF ANY OF THE SERVICES, THE CLIENT'S EXERCISE OF RIGHTS AND PERMISSIONS UNDER THE AGREEMENT AND THE OUTPUTS. NTT DATA DOES NOT WARRANT THAT ANY MODEL, AI TOOL OR AI AGENT OR OUTPUTS WILL BE ERROR-FREE, ACCURATE, COMPLETE, OR FIT FOR A PARTICULAR PURPOSE, OR THAT THIRD-PARTY AI SUPPLIER SERVICES WILL BE UNINTERRUPTED OR IMMUNE FROM CHANGES. CLIENT ACKNOWLEDGES THAT THE USE OF AI TOOL OR AI AGENT MAY LEAD TO INACCURATE AND INCOMPLETE RESULTS DUE TO ITS PROBABILISTIC NATURE. NTT DATA SHALL NOT BE LIABLE FOR ERRORS, FAILURES OR OMISSIONS THAT MAY ARISE DUE TO DECISIONS AND ACTIONS TAKEN BASED ON INSTRUCTIONS AND INPUTS PROVIDED BY CLIENT OR ANY TYPE OF OUTPUTS, INCLUDING WITHOUT LIMITATION DATA POISONING, DATA LEAKAGE, MODEL THEFT, MODEL POISONING, AND/OR MODEL INVERSION ATTACKS, MEMBERSHIP INFERENCE ATTACKS, PROMPT INJECTION ATTACKS. CLIENT SHALL ENSURE APPROPRIATE CONTROL PROCEDURE INCLUDING HUMAN REVIEW AND VERIFICATION THEREOF. CLIENT ACKNOWLEDGES FURTHER THAT THE LAWS AND REGULATIONS GOVERNING THE USE OF AI ARE CONSTANTLY EVOLVING AND THAT NTT DATA DOES NOT GUARANTEE THAT FUTURE LAWS AND REGULATIONS WILL NOT AFFECT CLIENT'S USE OF THE SERVICES

Section 2: Use of AI Tools by NTT DATA for the provision of Services

1. Internal use of AI by NTT DATA

- 1.1 NTT DATA may use or leverage AI Tools in the development, implementation, delivery, administration and provision of the Services including back-office functions, contract administration, data processing, or any other activity that may impact the management, interpretation, or execution of the SOW or related Agreement, during the term of the Agreement. The use of such AI Tools is intended to enhance the quality, effectiveness, and operational efficiency of the Services. This may include, but is not limited to, the automation of certain tasks, the generation of insights, and the optimization of service and development processes, provided that such use remains consistent with the scope and objectives of the Services and the administration of the Agreement and the SOW.
- 1.3 Client accepts and authorizes NTT DATA to use the AI Tools in connection with the provisions of Services and administration of the Agreement and SOW, and authorizes the use of Client Inputs, including Client Data, to provide the Services and administer the Agreement and SOW for the duration of the Agreement, in accordance with its terms and the related SOW.
- 1.2 When using AI Tools to perform the Services, NTT DATA will:
 - ensure that the use of AI Tool is properly adjusted to the purpose of the Services described in the Agreement, the SOW, and the applicable Documentation,
 - maintain human oversight throughout its use of the AI Tool,
 - use the AI Tool in compliance with Applicable Laws and any obligations placed on NTT DATA under such Applicable Laws,
 - maintain internal policies on responsible design, development, deployment, use and monitoring of AI Systems.
 - refrain from using AI Tools in a manner that would result in discriminatory, unethical, or unlawful Outputs.
- 1.4 NTT DATA shall not use, process, or otherwise exploit any Client Data or Client Inputs for the purpose of training, fine-tuning, or improving the AI Tools, whether proprietary or provided by third parties without Client's consent. The use of Client Data shall be strictly limited to what is necessary for the performance of the Services as defined in the Agreement and the applicable SOW.

2. Ownership

- 2.1 NTT DATA retains all right, title, and interest in NTT DATA Materials, including any modifications, improvements, and derivative works created in performing the Services.
- 2.2 No ownership in any AI Tool, base or models or third-party components is transferred to the Client. Nothing in this SOW will grant or confer Client any right, title, or interest in the AI Tools, except for the limited right to use such AI Tool expressly granted in the SOW. Any optimization, improvement, and learning of NTT DATA or Third Party AI Supplier resulting from the use of the AI Tool in the execution of the Services and Agreement shall be understood at all times to be the property of NTT DATA or such Third Party AI Supplier.
- 2.3 Inputs. When the data or Inputs for the use, of AI Tool is provided by the Client, or on its behalf, the Client shall be responsible for ensuring that such data does not infringe the rights of third parties, including any intellectual property rights, and, more generally, that it complies with all applicable legal and ethical requirements, including obtaining any necessary consents, licenses, or authorizations.
- 2.4 Outputs. Due to the nature of AI technology, Client acknowledges that Outputs of AI Tools may not be unique to Client and that AI Tools may generate the same or similar outputs for other clients and users of the AI Tools. In addition to that, the Outputs generated through the AI Tools may be incomplete, inaccurate, or misleading. The Client acknowledges and accepts that such Outputs are not guaranteed to be correct or exhaustive. Accordingly, the Client shall ensure that all Outputs are reviewed and validated by qualified human personnel prior to any use, reliance, or implementation. The Client is solely responsible for assessing the suitability, use, and potential legal implications of the Outputs, including any permitted uses as defined by the applicable terms and conditions of Third-party AI Suppliers. NTT DATA makes no representation that the Client holds any intellectual property rights over these Outputs, nor that such Outputs qualify as protectable works. Similarly, no warranty is given that the Outputs do not infringe or misappropriate any intellectual property rights or proprietary rights of third parties. The Client acknowledges further that the ownership, use, or exploitation of the Outputs may be subject to the licensing and usage terms established by Third-Party AI Suppliers, in which case such terms shall prevail over the provisions set forth in this section. Unless expressly agreed otherwise in writing between the Parties, to the extent permitted under Applicable Laws, NTT DATA and/or its licensors and/or Third Party AI Suppliers, as applicable, shall own all rights, title, and interest in and to the Outputs generated as a result of the implementation, customization, or execution of the AI Tool.
- 2.5 Feedback. NTT DATA may use any suggestions, enhancement requests, recommendations, or feedback provided by Client to improve the Services and/or the AI Tools.

Section 3: Provision of AI Factory Services

1. Third-Party AI Supplier Technologies

- 1.1 The use of any AI technologies, as made available by the Client to NTT DATA, to provide the Services shall be identified in the relevant SOW.
- 1.2 Client will procure and maintain Third-Party AI Supplier licences, including Third Party AI Supplier services and tools, and enable access where required for lawful provision of Services.
- 1.3 Client must comply with, and cause its users to comply with, the applicable terms and use policies of Third-Party AI Supplier services used for the purpose of the SOW and the provision of related Services. By accepting the SOW, the Client acknowledges and confirms it has agreed to the terms associated with such AI technologies, and compliance with all applicable obligations and restrictions. NTT DATA shall bear no responsibility for Client's non compliance with such Third-Party AI Supplier terms.
- 1.4 Client hereby grants NTT DATA a royalty-free, fully paid up, worldwide license to use software, hardware, systems, networks, services, or other materials owned by Client ("Client Material") or licensed by a party other than NTT DATA, which are properly licensed, owned, or otherwise controlled by the Client ("Third-Party Materials") , as necessary for NTT DATA to provide the Services and related AI Agent(s) for Client's benefit as provided for in the SOW.
- 1.5 Client operates the Client environment, availability and capacity and must enable NTT DATA's access as agreed mutually in the Documentation.

- 1.6 Services modifications. Notwithstanding any provisions of the Agreement related to the changes of Services and Charges, where the Third Party AI Supplier changes its terms, models, features or services, NTT DATA may modify the Services, provided there is no material change of the Services. NTT DATA shall have no liability for any loss or damage arising from modification, suspension, or discontinuation of any Third-Party AI technology on which the Services depend.

2. Inputs

- 2.1 Subject to any more specific provisions set out in the SOW, NTT DATA will limit access and use of Client Inputs to only authorized personnel (including, as applicable, the personnel of any Affiliate or subcontractor of NTT DATA) that need access and use to provide and/or support the Services for the performance of the Agreement.
- 2.2 Client will grant NTT DATA and its Affiliates, personnel and subcontractors access and use to Client Inputs for the purpose of providing the Services, training, fine tuning and maintaining the AI model and AI Agent.

3. Outputs

Due to the nature of AI technology, Client acknowledges that Client's Outputs may not be unique to Client and that AI Agents may generate the same or similar Outputs for other clients and users of the Services. In addition to that, the Outputs generated through the AI Agents may be incomplete, inaccurate, or misleading. The Client acknowledges and accepts that such Outputs are not guaranteed to be correct or exhaustive. Accordingly, the Client shall ensure that all Outputs are reviewed and validated by qualified human personnel prior to any use, reliance, or implementation. The Client is solely responsible for assessing the suitability, use, and potential legal implications of the Outputs, including any permitted uses as defined by the applicable terms and conditions of Third-Party AI Suppliers. NTT DATA makes no representation that the Client holds any intellectual property rights over these Outputs nor that such Outputs qualify as protectable works. Similarly, no warranty is given that the Outputs do not infringe or misappropriate any intellectual property rights or proprietary rights of third parties. Only subject to third-party terms and rights and applicable law, Client may own the Output.

4. AI Agents

- 3.1 The Services, and related development and management of the AI Agents, are provided in accordance with the instructions and specific configuration and customization parameters including for training, fine-tuning and monitoring the AI model established by NTT DATA for the Client for the project, as described in the SOW and related Documentation. The AI Agents delivered NTT DATA, when operating, interact with other systems, and learn from their environment, in accordance with the parameters defined by the Client. NTT DATA makes no warranties, express or implied, regarding the performance, accuracy, or results of the Services if used in connection with any other project. Any such use shall be at the Client's sole risk and responsibility.
- 3.2 NTT DATA shall not be held liable for the improper performance of the AI Agents. In particular, NTT DATA does not guarantee and shall not be responsible for the results, decisions, or recommendations generated by the AI Agents.
- 3.3 High-Risk/Restricted Uses. Client is solely responsible for assessing whether its use of any AI Agent constitutes a 'high-risk AI system' under Applicable Laws, and for implementing required conformity assessments, human oversight, and transparency measures. Client acknowledges that it shall not use AI Agents (unless expressly agreed in writing with NTT DATA) for biometric identification/categorization, social scoring, emotion inference in workplaces/education, profiling with legal/equivalent effects, AI used in critical infrastructure, medical, or autonomous decision systems.
- 3.4 Unless expressly stated otherwise in writing, all intellectual property rights in Deliverables, including AI Agents developed in the framework of the Services shall be owned exclusively by NTT DATA and/or relevant licensors or Third Party Suppliers. NTT DATA grants the Client a non-exclusive, limited, worldwide, non-transferable, and non-sublicensable license for use of such AI Agents solely for the Client's internal business purposes, subject to full payment of applicable fees and compliance with all contractual obligations.

4 Service-specific modification rights

- 4.1 Without limiting any general rights regarding the enhancement, modification, or discontinuance of the Services (as otherwise set out in the Agreement), NTT DATA may, modify either the Services; or the terms of the Agreement applicable to (i) Client's receipt or use of the Services or (ii) NTT DATA's provisioning or delivery of the Services, to the extent any change outside the control of NTT DATA, including a change to any Applicable Laws or a change to the services offered or terms imposed by any Third Party Supplier, prohibits the performance of the Services (as contracted) or makes the performance of the Services (as contracted) illegal, impossible, or excessively burdensome or economically impractical (a 'Change').
- 4.2 If Client reasonably believes that a Change will have a material adverse effect on the use of the impacted Services, Client must notify NTT DATA in writing within 10 business days of receipt of NTT DATA's written notice ('Client Objection'). Upon receipt of a Client Objection, the parties will use reasonable, good faith efforts to resolve the matter within 30 days from NTT DATA's receipt of the Client Objection, provided that NTT DATA is not obligated to agree to any accommodation that is not commercially practicable (without a corresponding adjustment to Charges) or technically or legally feasible due to the circumstances giving rise to the Change. Should the parties be unable to reach a mutually agreed resolution pursuant to the procedures and timeframes set out in this clause, NTT DATA will have the right to terminate the impacted Services effective as of 30 days (or less if required by Applicable Laws) from the original date notice of the Change was given to Client.

5 AI Factory Assessment Services - Liability

In addition to liability terms in Article 5 of Section 1, for the Services provided during the AI Factory Assessment Phase:

AI Agents pilots are for non-production and for evaluation purpose only. Any use beyond evaluation will require written consent of both Parties and will require additional customization and/or compliance steps, as documented in the SOW.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NTT DATA BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, LOSS OF DATA, OR DATA USE, ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, BUSINESS OR GOODWILL), WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NTT DATA'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT TO CLIENT OR ANY THIRD PARTY FOR ALL DAMAGES EXCEED THE AMOUNT PAID BY CLIENT FOR THE RELATED SERVICES AND AI AGENT(S).