

## Specific Terms: Managed Internet Connectivity (MIC)

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 Managed Internet Connectivity services (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).

### 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):

**Access Circuit** means Access Circuit means a circuit from a Site to a point of presence over the relevant carrier's electronic communications system.

**Access Circuit Adjustment Process** means the process set out in clauses 3.3 through 3.7 of these Specific Terms, whereby NTT DATA and Client agree to any necessary modifications to the Agreed Access Circuit List strictly resulting from the conducted Feasibility Checks.

**Access Turnover Date** means, with respect to each Access Circuit, the date NTT DATA notifies Client that such Access Circuit has been activated and the Access Circuit Initial Period and billing for such Access Circuit will commence.

**Base Services** means NTT DATA's Managed Campus Network (MCN), Network-as-a-Service (NaaS), or other qualifying base service from the Managed Network Services (MNS) portfolio of NTT DATA.

**Broadband Internet Access** means a shared, contended, symmetric or asymmetric Access Circuit with best efforts bandwidth and network performance.

**Business Hours** means the normal hours during which business is generally conducted in a country, taking account of local custom and practice and specifically excluding public or bank holidays.

**Dedicated Internet Access** or **Direct Internet Access (DIA)** means a dedicated, non-contended, symmetric Access Circuit with guaranteed bandwidth and network performance.

**Event** means a change of state that has significance for the management of an Access Circuit.

**Feasibility Check** means a survey(s) conducted by the relevant ISP at a Site identified on the Agreed Access Circuit List to validate the technical feasibility and confirm the associated cost of provisioning the specified Access Circuit at such Site.

**Incident** means an unplanned service interruption or reduction in quality related to one or more supported Access Circuits.

**Internet Services Provider (ISP)** means the third-party carrier or provider that provides access to the internet made available through a relevant Access Circuit.

**Manufacturer** means either the OEM or the owner or licensor of the software, as applicable.

**MIC Network Equipment** means means the equipment that is owned by NTT DATA or ISP (as applicable) and installed at the relevant Client Site for purposes of provisioning the MIC Services.

**Point of Presence (PoP)** means a point of presence, which is the physical location where the ISP connects to the Internet.

**Scheduled Maintenance** will have the meaning given in the Specific Terms for the applicable Base Service.

**Service Commencement Date**, with respect to each Access Circuit, the date on which NTT DATA commences provision of the network operations support services for such Access Circuit.

**Service Features** means a specific feature or outcome of the MIC Services, as identified in the applicable Service Description.

**Service Level Target** means the service commitments set out in the Service Levels.

**Site** means the Client premises at which an Access Circuit is provisioned.

**Third-Party Supplier** means a third-party company or entity with whom Client will have a separate agreement to provide a product or a service to maintain a Configuration Item or other component of Client's network environment (not under the management of NTT DATA as part of the Base Services or MIC Services) at an operational level.

**Unscheduled Maintenance** will have the meaning given in the Specific Terms for the applicable Base Service.

**Wireless Internet Access** means a shared, contended, asymmetric Access Circuit delivered over a cellular (4G/LTE/5G) or radio network with best efforts bandwidth and network performance

## 2 Service Disclaimers

### Internet Service Providers (ISP)

- 2.1 While NTT DATA manages all relevant ISPs for the in-scope Sites as part of the MIC Services, Client acknowledges that the relevant internet service is managed and monitored by NTT DATA from the WAN edge, and that the applicable ISP remains solely responsible for managing the network infrastructure and maintaining the necessary licenses and rights underpinning the provision of internet connectivity to the Site.
- 2.2 In the event any change outside the control of NTT DATA compromises or frustrates NTT DATA's ability to provide any Access Circuit, including a change to any Applicable Laws or the relevant ISP's loss of license or right to provide such Access Circuit, NTT DATA will provide as much advance notice of such change as is reasonably practicable under the circumstances and reasonably endeavor to find a replacement Access Circuit (with any necessary adjustment to the associated Charges to be agreed by NTT DATA and Client). In the event NTT DATA cannot procure a replacement Access Circuit or the parties cannot agree upon the necessary adjustment to the associated Charges, the impacted Access Circuit will be terminated without replacement as of the date notified to Client by NTT DATA. The applicable SOW and other Access Circuits and Services provided thereunder will not be impacted by termination of one or more impacted Access Circuits under this clause 2.2. Provisioning of Access Circuits.

## 3 Provisioning of Access Circuits

### Access Circuit Validation

- 3.1 NTT DATA will review and validate the in-scope Sites and the associated Access Circuit specifications set out in the Agreed Access Circuit List prior to submitting any orders to the relevant ISPs. The foregoing notwithstanding, any changes to the Access Circuits (or their specifications) requested by Client during this validation process will be deemed an elective change by Client and will require a written addendum be agreed and signed by the parties.
- 3.2 If expedited delivery of a given Access Circuit is requested, NTT DATA will work with the relevant ISP to pursue expedite options and obtain an estimate of the applicable expedite fees. The foregoing notwithstanding, Client acknowledges that requested delivery dates (including those subject to expedited requests) cannot be guaranteed and that NTT DATA will only be able to provide an estimated delivery date for a given Access Circuit following the completion of the corresponding Feasibility Check.

### Feasibility Checks

- 3.3 Following acceptance of an order for an Access Circuit by the applicable ISP, NTT DATA will confirm the details of the applicable Feasibility Check with the ISP and communicate the same to the Client.
- 3.4 The Feasibility Check will be carried out directly by the ISP (or its designated representative) and Client must cooperate with the scheduling and completion of such Feasibility Check, including making necessary Client personnel available and providing the necessary information and access to allow the ISP (or its designated representative) to carry out the survey of the applicable Site.
- 3.5 Where the ISP waived the Feasibility Check at the relevant Site or the Feasibility Check determines the Access Circuit is available at the Site as per the specifications and pricing set out on the Agreed Access Circuit List, the Access Circuit will be deemed to be confirmed for provisioning (without the need for further approval by Client), and NTT DATA will notify Client of the expected on-site installation details and estimated delivery date, as provided by the relevant ISP.
- 3.6 Where the Feasibility Check determines an Access Circuit is:
  - (a) entirely unavailable;
  - (b) unavailable at the specifications set out on the Agreed Access Circuit List; or
  - (c) only available at the specifications set out on the Agreed Access Circuit List subject to (i) adjusted Charges or (ii) the completion of unanticipated engineering or construction work (and application of associated engineering and construction charges);

NTT DATA will promptly inform Client and Client may, in respect of either (b) or (c) above, elect to either cancel the relevant Access Circuit (without incurring any cancellation or early termination fees) or agree to the provision of the Access Circuit at the available specifications and subject to the requested pricing issued following the Feasibility Check (including, in the case of (c)(ii), the application of the associated engineering and construction charges). Where Client agrees to the provision of the Access Circuit at the available specifications and subject to the requested pricing, NTT DATA will notify Client of the expected on-site installation details and estimated delivery date, as provided by the relevant ISP. Notwithstanding the foregoing, Client will not have the right to cancel an Access Circuit under this clause 3.6 if any adjustment to the applicable Charges are a result of Client's delay or failure to provide any necessary information or cooperation during the Access Circuit validation or provisioning process.

- 3.7 Where any Access Circuits are deemed entirely unavailable at the relevant Site or Client elects to cancel an Access Circuit pursuant to the conditioned right granted in clause 3.6 above, NTT DATA will have no further obligation to deliver such Access Circuit.

### Installation and Activation

- 3.8 NTT DATA will coordinate with Client and the relevant ISP (or its representative) to carry out installation (including, as applicable, any agreed engineering or construction work) and activation of the relevant Access Circuit at each Site, which will, unless otherwise agreed by NTT DATA and the ISP, be limited to one scheduled visit by the ISP (or its representative) to both install and test the Access Circuit at the telecommunications demarcation point of the Site (additional on-site visits may result in additional charges).
- 3.9 NTT DATA will endeavor to install and activate each Access Circuit by the estimated delivery date communicated following the Feasibility Check.
- 3.10 NTT DATA will give Client written notice once an Access Circuit has been activated by the ISP at a given Site, with the delivery date of such notice being deemed the Access Turnover Date for such Access Circuit.

### Modification Requests

- 3.11 Any requested modifications to the relevant Sites or the associated Access Circuit specifications at any point during the provisioning process will be treated as a request for an elective change (as set out in the relevant SOW) and may result in delayed delivery and additional costs.

## 4 Access Circuit list

- 4.1 The definitive list of Access Circuits that are under the management of NTT DATA at any point in time will be as specified in NTT DATA's CMDB.

## 5 Measured Speed

- 5.1 For purposes of determining the measured speed of an Access Circuit, a speed test will be performed pursuant to the relevant Project Plan, whereby a laptop will be connected directly to the NTU via an ethernet cable, with no other equipment or devices connected to the NTU and the laptop not processing any other function or task during such test. Measurements obtained subject to other conditions or using other speed test methods are not valid in determining the measured speed of an Access Circuit.
- 5.2 For DIA, if the measured speed is at least 70% of the speed ordered by Client for the relevant Access Circuit, then Access Circuit will be considered to be performing within accepted standards and operating properly.
- 5.3 For BIA, the actual speeds cannot be determined until the Access Circuit is installed and activated. The speeds set out on the Agreed Access Circuit List represent the maximum speed the Client can expect to obtain.

## 6 Client obligations

- 6.1 In addition to any applicable Client obligations otherwise set out in the Agreement (including as may be specified in the SOW), Client must:
- (a) cooperate with NTT DATA to facilitate NTT DATA's provision of each Access Circuit subject to the mutually agreed transformation and transition plan;
  - (b) provide (and verify the accuracy and completeness of) all necessary data, material, and other information to NTT DATA, as necessary for NTT DATA to deliver and provision the MIC Services;
  - (c) ensure resolution of activities for access, safety, and logistical requirements for field engineers performing on-site activities in relation to the MIC Services;
  - (d) provide escalation procedures to NTT DATA with respect to on-site access and ensure all Sites (or other relevant Client premises, if applicable) have an identified on-site contact to:
    - (i) grant NTT DATA or the applicable ISP with access during Business Hours (or as otherwise agreed);
    - (ii) provide reasonable support and coordination to enable NTT DATA or the applicable ISP to perform activities in furtherance of or in relation to the MIC Services (as applicable);
    - (iii) provide visual inspection in order to confirm any power outages, reconnect any disconnected cables, or to address other possible issues or requirements related to NTT DATA's ability to perform the MIC Services (as applicable).
  - (e) promptly complete, at its own cost, any preparation activities that NTT DATA or the applicable ISP may request to enable the provision of the Access Circuit or the delivery of the MIC Services in accordance with any agreed timescales, including:
    - (i) the provision of relevant training and personal protective equipment for field engineers;
    - (ii) the procurement of any necessary consents, licenses, permissions, and authorizations that NTT DATA or the applicable ISP need to provision the MIC Services (including the Access Circuit) at the relevant Site, and to keep these up to date during the term of the MIC Services; and
    - (iii) if necessary, the completion of any necessary additional build-out which is out-of-scope for the MIC Services;
  - (f) monitor, maintain and, if necessary, restore any Client provided cabling connected to the Access Circuit or used in connection with the MIC Services; and

- (g) inform NTT DATA of any planned maintenance on any third-party provided equipment or services that may impact the delivery or operation of the MIC Services.

6.2 Client must ensure that any of its equipment, network or systems connected to any NTT DATA equipment, network or systems and/or used in receiving the MIC Services is technically compatible, connected and used in accordance with any applicable instructions and safety and security procedures, as communicated by NTT DATA. If any Client equipment, network or systems do not comply with the requirements of this clause, Client must promptly advise NTT DATA. Upon receipt of notice from NTT DATA, Client must disconnect such Client equipment, network or systems and, where applicable, permit NTT DATA to do the same, the cost of which will be borne by Client. NTT DATA gives no warranty in respect of the interoperability between the NTT DATA equipment, network and systems and any Client equipment, network or systems

## **7 MIC Network Equipment**

7.1 Client may use MIC Network Equipment solely for its intended use as part of the MIC Services during the SOW Term. Without limiting any general reservation of rights set out in or applicable to the Agreement, NTT DATA (or, as applicable, the relevant ISP) retains all rights, title, and interests to the MIC Network Equipment. Provision of the MIC Services (including use of the MIC Network Equipment in connection therewith) under the Agreement is not intended to convey any ownership right or interest to Client (or any other person or entity) and Client will not acquire any ownership rights or interest in MIC Network Equipment by virtue of its payment for the MIC Services.

7.2 The MIC Network Equipment will at all times during the SOW Term be kept safe and secure by Client at the Site designated in the SOW and must not be removed or released from the possession of the Client without NTT DATA's prior written approval and consent.

7.3 Client may not modify the MIC Network Equipment in any way without the prior written consent of NTT DATA.

7.4 On termination of any Access Circuits provisioned in connection with the MIC Services, Client will:

- (a) provide NTT DATA with assistance necessary to remotely decommission all network elements (including MIC Network Equipment) and applications supporting the MIC Service feature at the applicable Sites;
- (b) disconnect any Client equipment from the MIC Network Equipment;
- (c) delete any content, including stored logs or any configuration data relating to NTT DATA's management of the MIC Services, where permitted under Applicable Laws;
- (d) uninstall MIC Network Equipment in accordance with NTT DATA's written instructions; and
- (e) arrange for MIC Network Equipment to be returned to a designated location specified by NTT DATA, in the same condition as when delivered, ordinary wear and tear accepted, by a courier service of Client's preference, with the appropriate level of insurance, within 30 days of the relevant termination date.

7.5 If, following termination of any Access Circuits provisioned in connection with the MIC Services, any MIC Network Equipment is returned in any condition inferior to that stated in clause 7.4(e) above, Client will reimburse NTT DATA the cost of replacing the relevant MIC Network Equipment.

## **8 IP Addresses**

8.1 Client will have a non-transferable license to use any IP address allocated by NTT DATA or the relevant ISP to Client for the duration of the MIC Services under the relevant SOW. IP Addresses assigned to Client in connection with the MIC Services must be used only in connection with the MIC Services. Client's limited rights to use such IP addresses or domain names will cease on termination the corresponding MIC Services.

## **9 Acceptable Use Policy**

9.1 Client and those using the Access Circuit through Client must comply with the Acceptable Use Policy (as may be updated by NTT DATA from time to time), which is attached to these Specific Terms. The foregoing notwithstanding, certain ISPs may mandate that Client's use of a provisioned Access Circuit be subject to the terms of the acceptable use (or similar) policy maintained directly by such ISP. Where that is the case, NTT DATA will provide the Client with a copy of the ISP's acceptable use (or similar) policy and such policy will govern Client's use of the applicable Access Circuit in lieu of NTT DATA's Acceptable Use Policy, provided that NTT DATA still maintains all rights granted within the Agreement to enforce the ISP's acceptable use (or similar) policy (as if it was NTT DATA's Acceptable Use Policy).

9.2 NTT DATA may take any of the preventative or corrective actions specified in the Acceptable Use Policy, up to and including suspension of the MIC Services or termination of the relevant SOW or (at NTT DATA's discretion depending on the severity of the breach) the Agreement. NTT DATA will, to the extent it determines (in its sole discretion) that such actions are practicable and legally permissible, attempt to notify Client prior to taking any allowed preventative or corrective action.

## **10 Monitoring**

10.1 NTT DATA and any applicable ISPs shall have the right, from time to time, to examine the use to which the Client puts the Access Circuit and the nature of the data that the Client is transmitting or receiving via the Access Circuit, where and to the extent that such examination is necessary:

- (a) to protect or safeguard the integrity, operation and functionality of the network;
- (b) to comply with police, judicial, regulatory or governmental orders, notices, directives or requests and otherwise if required under Applicable Law; or
- (c) to verify the Client's compliance with the terms of the Agreement.

## 11 Consent to Share

11.1 In addition to any more general terms governing the treatment of Client Data and Personal Data under the Agreement, Client further acknowledges and agrees that NTT DATA may, as an essential component of the MIC Services (and in furtherance of NTT DATA's performance of its service obligations hereunder), share:

- (a) limited Client Data (e.g., basic device details and associated configuration and/or performance information); and
- (b) necessary Personal Data (e.g., Client's local contact details, including names, phones, and email addresses);

in each case, with the relevant ISPs. By executing the associated SOW, Client expressly consents to the necessary sharing of such Client Data and Personal Data with the relevant ISPs, as set forth herein.

## 12 Maintenance

### Access Circuit maintenance

12.1 From time-to-time, applicable ISPs may schedule preventative maintenance or conduct emergency maintenance for Access Circuits which may impact the availability of the associated Internet service ('**ISP Maintenance**'). In such circumstances, NTT DATA will endeavor to provide Client with as much prior notice of such ISP Maintenance as is feasible under the circumstances, but any unavailability or performance issues resulting from ISP Maintenance (whether scheduled or emergency) is expressly excluded from the calculation of NTT DATA's achievement of the Service Level Targets in respect of the MIC Services.

### Service Management and Delivery Systems maintenance

12.2 NTT DATA uses the same Service Delivery Systems and Service Management System to provide both the Base Service and the MIC Services. Accordingly, the MIC Services will be subject to the same terms governing both Scheduled Maintenance and Unscheduled Maintenance to such Service Delivery Systems and Service Management System (as specified further in the Specific Terms for the relevant Base Service).

## 13 Fair Use Policy

13.1 The Fair Use Policy and all associated terms applicable to the Base Service will also apply to the MIC Services, with each Access Circuit being considered a 'Configuration Item' for purposes of determining Client's adherence to the relevant boundary conditions.

## 14 Charge Variation

### Access Circuit charge adjustments

14.1 Notwithstanding any general terms to the contrary otherwise set out in the Agreement, NTT DATA will be entitled to modify the Charges applicable to one or more Access Circuits:

- (a) at any time if there is a regulatory or legal change which results in an increase in costs to NTT DATA, provided that NTT DATA will provide no less than 30 days' advance written notice and any such increase must be passed through at the actual cost increase to NTT DATA for such Access Circuit; and
- (b) upon renewal of any individual Access Circuit, provided that NTT DATA will provide no less than 30 days' advance written notice and any such increase must be proportionate to any actual cost increase to NTT DATA for such Access Circuit at such renewal.

### Service management charge adjustment

14.2 In addition to any adjustments to the Charges for the MIC Services pursuant to clause 14.1 above and notwithstanding any general terms to the contrary otherwise set out in the Agreement, at the start of each SOW Renewal Term in which the MIC Services will continue to be provisioned, the portion of the Charges for the MIC Services which relate to NTT DATA's management services will be subject to an automatic uplift (without any further obligation on NTT DATA to notify or inform Client), as determined by applying the relevant uplift percentage specified in the table below against the relevant pricing during the final month of the SOW Initial Term or preceding SOW Renewal Term (as applicable):

NTT DATA service management locations	
Country	Uplift Percentage (upon renewal)
India	7%

<b>Spain</b>	<b>3%</b>
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Uplift percentage will be determined based on the primary NTT DATA service management location for the MIC Services, as applicable to the relevant SOW.



## Attachment A MIC Acceptable Use Policy

### Introduction

NTT DATA respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, NTT DATA reserves the right to take certain preventative or corrective actions. NTT DATA has, therefore, developed this **Acceptable Use Policy ('AUP')**, which supplements and explains certain terms of Client's Agreement with NTT DATA for MIC Services. By contracting for or using the MIC Services, Client agrees to comply with this Acceptable Use Policy and to remain responsible for its users.

### Updates to this AUP

This AUP is maintained as part of the Specific Terms applicable to the MIC Services and may be updated by NTT DATA from time-to-time by publishing a new version at this URL (or successor site). Client's use of the MIC Services after changes to the AUP are published will constitute Client's acceptance of any new or additional terms of the AUP that result from those changes.

### Prohibited Activity

Client and its users must only use the MIC Services in compliance with the terms of their Agreement with NTT DATA. Without limiting the generality of the foregoing, the following activities are expressly prohibited under this AUP and therefore represent a breach of Client's Agreement with NTT DATA:

<b>General Prohibitions</b>	MIC Services may not be used in any way that is unlawful, harmful to or interferes with use of NTT DATA's network or systems, the network of any other provider, or interferes with the use or enjoyment of services received by other NTT DATA client.
<b>Intellectual Property Violations</b>	MIC Services may not be used to engage in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. NTT DATA is required by law to remove or block access to client content upon receipt of a proper notice of copyright infringement. It is also NTT DATA's policy to terminate the privileges of customers who commit repeat violations of copyright laws.
<b>Obscene, Defamatory, or Threatening Materials</b>	MIC Services may not be used to (a) host, post, transmit, or re-transmit any content or material that harasses, defames, abuses, or threatens the health or safety of others; or (b) advertise, transmit, store, post, display, or otherwise make available obscene speech or material.
<b>Child Pornography</b>	MIC Services may not be used to host, post, transmit, or re-transmit any child pornography. NTT DATA is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through NTT DATA's network.
<b>Spamming</b>	MIC Services may not be used to send unsolicited, commercial messages over the Internet (known as 'spamming'). Without limiting the generality of the foregoing, Client and its users may not forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message.
<b>Security Violations</b>	MIC Services may not be used to: <ul style="list-style-type: none"> <li>(a) interfere with, gain unauthorized access to, or otherwise violate the security of NTT DATA's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing.</li> <li>(b) conduct any activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment; or</li> <li>(c) distribute information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mailbombing, or denial of service attacks.</li> </ul>

### Client Responsibilities

Client remains solely and fully responsible for the content of any material posted, hosted, downloaded, uploaded, created, accessed or transmitted using the MIC Services. NTT DATA has no responsibility for any material created by Client or its users. Client is responsible for notifying NTT DATA of any known breach of this AUP and taking prompt corrective actions to remedy such breach.

### Enforcement by NTT DATA

NTT DATA may take appropriate actions in the event Client, or any user breaches the terms of this AUP, which may (depending on the nature of breach and the degree and immediacy of any potential harm) include suspension or

termination of the MIC Services. Where reasonably possible (and allowed by applicable law), NTT DATA will provide Client with a notice of, and opportunity to cease and correct, an AUP violation.

NTT DATA reserves the right, however, to act immediately and without notice to suspend or terminate the MIC Services in response to a court order or government notice that certain conduct must be stopped, or when NTT DATA reasonably determines that the Client's use of the MIC Services may (a) expose NTT DATA to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of NTT DATA's network or networks with which NTT DATA is interconnected; (3) interfere with another NTT DATA client's use of services or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to NTT DATA or NTT DATA clients.