

Specific Terms: Managed Campus Network (MCN) 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 Managed Campus Network (MCN) Services, as more particularly detailed in such 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).

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):

Availability means the ability of an IT service or other Configuration Item to perform its agreed function when required.

Business Days 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.

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

Client Connectivity Requirements means the technical requirements for the Client Network Environment to connect to NTT DATA's managed cloud environment (including, but not limited to, bandwidth requirements and details for firewall network ports, credentials and protocols), as are maintained by NTT DATA and provided to Client during the Transition-In Period (or as may be otherwise requested by Client).

Client Network Environment means a group of two or more of Client's Configuration Items that are interconnected for the purpose of exchanging data, sharing resources and enabling communications.

Complex Device means functional devices that support multiple users, are complex in nature, and have a material impact if failures occur, such as session border controllers.

Configuration Item means any item of equipment or software as well as any software module or equipment component supported as part of the Services, as specified in the applicable SOW.

End-of-Life means the relevant Configuration Item is no longer manufactured or supported, as determined by NTT DATA, based on any end-of-life or end-of-support announcements made by the manufacturer.

Event means a change of state that has significance for the management of a Configuration Item.

Incident means an unplanned service interruption or reduction in quality related to one or more supported Configuration Items.

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

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

MCN Edge Appliance means an appliance provided by NTT DATA to collect and monitor information relevant to providing certain Service Features available through the Managed Campus Network and related services.

Network Health Assessment means an assessment conducted by NTT DATA which is intended to discover relevant devices and assess the physical and software health of the Client Network Environment.

NTT DATA Delivery Executive means any person acting as the head of the delivery organization from which the Services are delivered (or, as applicable, their superiors).

Root Cause Analysis (or **RCA**) means a document that lists the steps taken to identify the problem, determine the cause and describe the approach that will be used to address the problem and mitigate the risk of reoccurrence.

Service Commencement Date means the date on which NTT DATA commences providing the Services, following any applicable Transition-In Period, as set out in the applicable SOW.

Service Credits mean, to the extent applicable, credits resulting from NTT DATA's qualifying non-achievement of a Service Level Target, and which are applied against Client's future Charges for the Services, as set out in more detail in the relevant Service Levels.

Service Delivery Manager means an individual appointed by NTT DATA to act as a primary interface to manage the relationship between NTT DATA and Client in connection with the Services, conduct operational review meetings, and manage escalations on behalf of NTT DATA.

Service Delivery Systems means the NTT DATA tools used to monitor, manage, and report on the Service Features, as part of the Service.

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 the Client.

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

Service Level Targets mean the service commitments set out in the Service Levels.

Service Management Report means the report consisting of, inter alia, reporting on Service Level Target achievement, additional statistical information on Service Level Targets (both current and historical), Client dashboard information, and where applicable, recommendations relating thereto. Service Management Reports can be made up of a single report or made up of multiple reports, as applicable, and will be made available by NTT DATA on the Service Portal for Client to access or extract.

Service Management System means the system used by NTT DATA to record information relating to the supply of the applicable Services, including the configuration management database (CMDB).

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

Service Request means a request generated by Client or NTT DATA for information or for a standard change (as described in clause 8.5 of the Service Description) or for access to a Service, which are managed by the request fulfilment process.

Technical Service Description means, as applicable, a document supplementing the Service Description that further describes the scope of services or technical details, conditions, limitations or exclusions applicable to a specific feature of the Services or certain technology solution deployed in connection with the Services.

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 at an operational level. This may include an Affiliate of NTT DATA.

2 Scope of Services

- 2.1 The 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 Configuration Items specifically set out in (or otherwise expressly included within scope of) the SOW.
- 2.2 Without limiting the generality of clause 2.1 above, the following are excluded from the Services delivered pursuant to these Specific Terms unless specifically stated otherwise in the applicable SOW:
- (a) physical installation or any other on-site work;
 - (b) management of the application running on Configuration Items; and
 - (c) technology that is not supported as a standard supported technology and listed on the supported technology list, unless it is expressly approved by NTT and formally documented in (and subject to) a non-standard device management technology service description, as agreed in the applicable SOW.
- 2.3 NTT DATA's support of network centric security devices includes monitoring and responding to Incidents related to the device availability and performance. Support also includes making standard changes to the device configuration as per the request fulfilment process as directed by Client. Support does not include security event and Incident management, security threat analysis and remediation, and security reporting.

3 Client obligations

- 3.1 In addition to any applicable Client obligations otherwise set out in the Agreement (including as may be specified in the SOW), Client must:
- (a) complete any transition tasks and changes to Configuration Items, as set out in the SOW or otherwise reasonably requested by NTT DATA, to enable the provision of the Service and allow NTT DATA to perform its obligations thereunder;
 - (b) establish and maintain connectivity between Client's equipment, network and systems and NTT DATA's equipment, network and systems, as required by NTT DATA to perform its obligations, the requirements for which are set out in further detail in the Client Connectivity Requirements;
 - (c) ensure that Configuration Items are covered by valid hardware and software maintenance contracts;
 - (d) keep all records relating to use and performance of the Configuration Items, as well as a topology map of the network under management (as NTT DATA may reasonably request), and ensure that NTT DATA have access to such records at all reasonable times;
 - (e) keep an up-to-date copy of configuration files or other relevant information for all Configuration 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;
 - (f) notify NTT DATA, through a Service Request, of all changes to configuration files, including user access credentials, that will affect Configuration Items and the configuration download, no less than 2 Business Days prior to implementing the change;

- (g) notify NTT DATA, through a Service Request, of all changes to Configuration Items under management, no less than 2 Business Days prior to implementing the change. The changes to Configuration Items will be updated in NTT DATA's CMDB;
- (h) maintain the integrity of log files associated with a Configuration Item to enable NTT DATA to fulfil its diagnostic obligations. In the event log files are deleted or modified, Client will incur an additional charge for NTT DATA to remediate;
- (i) review and validate the information stored in the Configuration Item list and notify NTT DATA of any discrepancies on a regular basis;
- (j) ensure the vendor supported software versions are installed on all Configuration Items prior to Service Commencement Date. If requested by Client, NTT DATA can assist with this activity during the Transition-In Period, at an additional charge;
- (k) ensure that all Configuration Items under management have the relevant configuration enabled to allow NTT DATA's Service Delivery Systems to connect (for example, SNMP access), as described in the Client Connectivity Requirements. If requested by Client, NTT DATA can assist with this activity, at an additional charge; and
- (l) where NTT DATA installs an MCN Edge Appliance in the Client Network Environment for the provision of the Service Experience Insights Service Feature (to the extent including within scope of Services in the applicable SOW), ensure safe-guarding of the MCN Edge Appliance and, upon termination of the Service (or Service Experience Insights Service Feature) decommission and return or allow NTT DATA to decommission and reclaim (as reasonably determined by NTT DATA) the MCN Edge Appliance. Where NTT DATA requires Client to decommission and return the MCN Edge Appliance, NTT DATA will provide sufficient guidance for such decommission, as well as the packing instructions and designated location for return purposes.

3.2 Client warrants its authority to grant the appropriate licenses, rights, or title to the Configuration Items, as required for NTT DATA to provide the Services.

4 Client Data

4.1 In addition to any more general terms governing the treatment of Client Data under the Agreement, Client further acknowledges and agrees that NTT DATA may, as an essential component of the Services (and in furtherance of NTT DATA's performance of its Service obligations hereunder), share limited Client Data (e.g., basic device details and associated configuration and/or performance information) with the relevant Third-Party Suppliers of in-scope Configuration Items. By executing the associated SOW, Client expressly consents to the necessary sharing of such Client Data with these relevant Third-Party Suppliers, as set forth herein.

5 Configuration Items

5.1 The applicable SOW will set out the Configuration Item list, identifying the relevant Configuration Items and corresponding details. The Configuration Item list will be subject to change on an ongoing basis as Configuration Items are changed, added and removed in accordance with NTT DATA processes. At any point in time, the definitive list of Configuration Items under management will be as specified in NTT DATA's CMDB.

5.2 Specifically, regarding End-of-Life Configuration Items:

- (a) some devices might have reached their End-of-Life date and it is not possible to extend vendor support for those these devices. NTT DATA will manage these devices, but the following restrictions apply:
 - (i) patch management will only be done to the last available patches from the vendor;
 - (ii) release management will only be done to the last available software release from the vendor; and
 - (iii) notwithstanding the inclusion of any Service Level Targets in the Agreement, management and support of these devices will only be offered on a 'best efforts' basis by NTT DATA, with any non-achievement of service levels being expressly excused and any potential Service Credits (or other potential liability or penalty) expressly excluded.
- (b) where NTT DATA determines that it is unable to continue to provide the Services on an End-of-Life Configuration Item, NTT DATA may, by giving Client at least 90 days' prior written notice, remove the End-of-Life Configuration Item from the Configuration Item list. Upon removal, a pro-rata adjustment in respect of the charges will be made and the Service Management System will be amended accordingly; and
- (c) NTT DATA's management of any new or replacement Configuration Items (as separately purchased by Client) will be subject to the terms governing Configuration Item adjustments, as described in clause 5.1 above, and will be billed in accordance with the terms of Appendix D of the relevant SOW.

6 Client equipment

6.1 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 Services is technically compatible, connected and used in accordance with any applicable instructions and safety and security procedures, as communicated by NTT DATA.

- 6.2 If any Client equipment, network or systems do not comply with the requirements of clause 6.1 above, 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.
- 6.3 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 Service Delivery Systems

- 7.1 Only the Service Delivery Systems and Service Management System proposed by NTT DATA will be valid for measuring the performance and the availability of the Client Network Environment.
- 7.2 Should Client wish to use its own monitoring tools or management systems, in addition to those provided by NTT DATA, the following additional terms apply:
- (a) Client monitoring tools or management systems may co-exist with NTT DATA tools, but will not replace them;
 - (b) Client monitoring tools or management systems may only have read-only access to the Configuration Items under management of NTT DATA;
 - (c) Event integration with a Client monitoring tool or management system is not included in NTT DATA's standard service offering;
 - (d) for purposes of providing the Services, only the Service Delivery Systems and Service Management System provided by NTT DATA will be considered the 'source of truth' for task and performance data; and
 - (e) in the event of performance issues caused by a Client monitoring tool or management system, NTT DATA will request that the Client disable its monitoring tool or management system. Should the Client refuse, NTT DATA may suspend its Service Level Targets until the problem is resolved.
- 7.3 Where the scope of Services set forth in the applicable SOW expressly includes Service Experience Insights (as described in the Service Description), NTT DATA, or its provider, may install an MCN Edge Appliance in the Client Network Environment to provide additional information and Service Feature functionality. Information required for the Service Experience Insights functionality will be sent to NTT DATA via the dedicated Client connectivity links or a carrier sim card installed in the MCN Edge Appliance. NTT DATA is not liable for any failure of the carrier providers' connectivity that may cause a disruption on the provision of Service Experience Insights.

8 Maintenance

- 8.1 From time-to-time NTT DATA will schedule preventative maintenance ('**Scheduled Maintenance**') for NTT DATA's Service Delivery Systems and Service Management System, which may lead to non-achievement of Service Level Targets. Wherever possible, Client will be given no less than 7 days' prior notice of the Scheduled Maintenance.

Scheduled Maintenance may be attributable to, inter alia:

- (a) system moves or reconfigurations;
 - (b) system testing of new systems or enhancements;
 - (c) upgrades, application of security patches, application patches;
 - (d) operating system patches; and
 - (e) implementations of new systems or enhancements
- 8.2 NTT DATA may also be required from time to time to conduct unscheduled maintenance ('**Unscheduled Maintenance**') for NTT DATA's Service Delivery Systems and Service Management System, attributable to factors outside of NTT DATA's reasonable control, including but not limited to any service level exclusion set out in clause 3 of the Service Levels, which may lead to non-achievement of 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.

9 Fair Use Policy

- 9.1 NTT DATA will not charge Client for individual in-scope Service Requests, nor will NTT DATA apply an accounting system for 'purchasing' Service Requests. NTT DATA employs a 'fair use' policy under which NTT reserves the right to limit the number of in-scope Service Requests after an extended timeframe where the Client has initiated an excessive amount of such requests, as determined by NTT DATA in accordance with the boundary conditions set out in clause 9.2 below (or other reasonable grounds as NTT may determine under the circumstances) ('**Fair Use Policy**'). Unless the Fair Use Policy is invoked, there is no limit to the number of in-scope Service Requests which may be generated by Client.
- 9.2 The following is a non-exhaustive list of boundary conditions considered a violation of the Fair Use Policy:
- (a) the number of concurrent Service Requests opened by Client per month exceeds the maximum of 2 for every 10 Configuration Items under management; or

- (b) the level of effort required to fulfil Service Requests exceeds 1 hour per month for every 10 Configuration Items under management.

For purposes of service request fulfilment, every 15 Wireless Access Points (WAPs) or every 15 Secure Service Edge (SSE) users are considered to be a single Configuration Item.

- 9.3 At its discretion, NTT DATA reserves the right to invoke the Fair Use Policy, and to review and limit its provisions of Service Requests or to upgrade Client to a different service more suited for Client’s usage. In extreme cases, NTT may, with reasonable notice, invoice the Client for the services rendered which are deemed to be a violation of the Fair Use Policy.

10 Charge Variation

- 10.1 Notwithstanding any general terms to the contrary otherwise set out in the Agreement, at the start of each SOW Renewal Term for the MCN Services:

- (a) the monthly recurring Charges specifically for the MCN 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 for the MCN Services 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%
Spain	3%

Uplift percentage will be (a) determined based on the primary NTT DATA service management location for the MCN Services, as applicable to the relevant SOW; and (b) applied against the monthly recurring Charges for the MCN Services (as priced during the final month of the SOW Initial Term or preceding SOW Renewal Term); and

- (b) in addition to the automatic uplift set out in clause 10.1(a) above, NTT DATA may, at the start of each SOW Renewal Term, further vary the Charges in respect of the MCN Services where there is an increase in the charges, fees or costs levied on NTT DATA by any third-party provider in respect of the MCN Services or any components thereof, by an amount which corresponds to such increase. NTT DATA will provide no less than 45 days prior written notice of any variation to the Charges in accordance with this clause 10.1(b) and if Client fails to object (in writing) to the varied Charges within 15 days of NTT DATA’s notice, the Charges varied pursuant to this clause 10.1(b) will be automatically applied at the start of the upcoming SOW Renewal Term (in addition to the uplift automatically applied pursuant to clause 10.1(a)). In the event Client submits an objection to NTT DATA (in writing) with 15 days of NTT DATA’s notice, the parties will work in good faith to resolve the dispute prior to the expiration of the then-current term. If no resolution is agreed by the parties, the SOW will terminate upon expiration of the then-current term.