



# **CLM Service Description**

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## CLM Service Description

# 1. The Service

## 1.1. Service Overview

Communications Lifecycle Management (“CLM”) is a hosted service that enables Client to manage fixed and mobile telecommunications expenses across its business through NexTEM, an application that is hosted on the NTT Managed Cloud Platform (MCP).

The Service comprise access to NexTEM, Managed (or core) services and fixed line or mobile optional (business process outsourcing) services.

## 1.2. Service Activation

By default, the Services are available through an SSL encrypted connection across the public Internet. Client is responsible for the availability of the Internet connection and the payment of any associated supply or installation costs.

Client is also responsible for providing its own web browser and Adobe Acrobat Reader to view scanned invoices and PDF reports. (Adobe Acrobat Reader is available free of charge from Adobe's web site.)

## 1.3. Licensing and Use

NTT owns the NexTEM application that is hosted on the MCP. NTT grants the Client a limited, non-exclusive, non-transferable, license to access and use NexTEM on the MCP in connection with the Client’s use of the Service. NTT also grants Client a right to use the MCP and Service.

Client is solely responsible for ensuring that it has all rights, licences, consents and permissions (“Consents”) necessary for any data and information to be used, hosted and stored on the MCP and Client indemnifies NTT in respect of any claim arising out of or in connection with any failure to obtain those Consents.

## 1.4. Client Set-Up

NTT and Client work together to prepare Client for using the Services during Client Set-Up.

However, before Client Set-Up commences, Client must have provided NTT will the information specified by NTT in the Statement of Work under the heading “Data Collection and Discovery”.

Client Set-Up comprises the following steps:

Choose an item.

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1. **Service Activation.** The process of configuring the Service with any required Options or Client's preferences. This process includes
  - a. Service preparation (data collection)
  - b. Service configurationboth of which are included in the Fees.
2. **Testing.** NTT will perform a User acceptance test before making the Service available to Client. Client will then test and accept the Service.
3. **Training.** If required, NTT will provide basic training in connection with the Service to Client's Administrators. Employee training is Client's responsibility. NTT can provide Employee training on request and for additional Fees.

### 1.5. Managed Cloud Platform

The Service will be provided from an NTT MCP. The MCP consists of computing hardware and software resources including NTT's automation and orchestration tools, all of which are managed, maintained and supported by NTT.

#### 1.5.1 Storage and Backup

NTT will conduct (i) an hourly snapshot of changes to Client Content and (ii) a nightly backup of Client Content.

With the exception of Call Detail Records, NTT will store Client invoice data as received and loaded and make the invoice data available to Client online for the duration of the Agreement or 10 years, whichever is shorter.

NTT will provide Clients with access to historical invoice data on a quarterly or annual basis either downloadable from a FTP server or on CD/DVD.

Call Detail Records will be stored, when available, for three consecutive billing months.

#### 1.5.2 Authentication

The Service supports two identity authentication methods:

- Standalone Identities



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- Single Sign On

### 1.5.2.1 Standalone Identities

Standalone identities are User identities manually provisioned into NexTEM. They are isolated from any other directory or identity system.

### 1.5.2.2 Single Sign On (SSO)

Users who use Single Sign On benefit by securely logging in to NexTEM through their internal Client system.

A web application will be setup by NTT on a cloud server which handles the SSO requests from the internal Client system.

A process will monitor the Client's employee feed and will terminate or reinstate SSO users based on the current status of each employee. Client will specify the default permissions (in NexTEM) for new users.

## 1.6. Telecom Administrator component of the Service Portal

The Service Portal comprises two components: a telecom Administrator component and an employee and manager component.

The Telecom Administrator component is the major interface Client uses to:

- Administer the Service.
- Review, allocate, approve and pay invoices.
- Run inventory, ordering, and dispute management tools.
- Generate reports.

## 1.7. Employee and Manager Component of the Service Portal

The employee or manager component provides a compartmentalised view of the Service that is only accessible to a single employee or manager. Managers can view all of the employees that they manage. This component of the Service Portal can be used to:

- Review expenses.
- Mark mobile call destinations as Business or Personal.



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- Place or approve orders (subject to the Client's authorisation settings).
- Generate reports.

### 1.8. Client obligations

To enable NTT to provide the Services, Client agrees to provide ongoing assistance, liaison, input, support and full co-operation and will, to the extent NTT requires and at Client's cost:

- provide NTT with reasonable access to Client Content to enable NTT to provide the Optional Services.
- take commercially reasonable measures to ensure that Client (or its personnel or any third party) does not introduce any malicious software into NexTEM or the MCP.
- comply with its obligations and tasks set out in the Statement of Work.
- provide NTT with a Letter of Authorization signed by an authorized representative of Client authorizing NTT to reconcile disputes with Client's telecommunications service providers (e.g. carriers) and to make changes to accounts and services provided by Client's telecommunications service providers for purposes of optimisation and to access Client Content held with the carrier.

### 1.9. Specific legal terms

The Optional Services will be provided by NTT during Business Hours on Business Days.

**Business Day** means any day other than a Saturday, a Sunday or a holiday (including a public or bank holiday) in the jurisdiction where the NTT entity that entered into the relevant Order is organised.

**Business Hours** means NTT's normal business hours on Business Days.

For purposes of the mobile options, Client acknowledges limited-function lines of service are not included in monthly and quarterly optimization results. These include



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a pager, toll bridge meter, vending machine or other machine-to-machine device along with their post-paid data service subscription.



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## 2. Service Elements

The Service is made up of service elements (“**Service Elements**”) which define the features of the Service:

- **Essentials services** (where NTT performs certain core activities on NexTEM and Client performs non-core activities on NexTEM itself) and
- **Fixed or mobile Premier Services** (Business Process Outsourcing (BPO) - where NTT performs the non-core activities on NexTEM for Client).

### 2.1. Essentials Service

This is the service that comprises:

- Invoice receipt
- Electronic invoice loading
- Paper (manual) invoice loading
- Invoice processing tools
  - Cost allocation tools to manage the allocation of charges for accounting and reporting purposes
  - Automated invoice validation: checks to ensure billing accuracy and compliance to contracts
  - Automated cost allocation: application of Client’s approved allocation methodologies
  - Automated accounts payable integration: upload of approved invoices and allocations into Client’s accounts payable system
- Self-service reporting (ability to run 40+ standard reports)
  - Management Reports
  - Invoice (Billed Charges) Reports
  - Cost Allocation Reports
  - Savings/Dispute Reports
  - Accounting Reports
  - Usage Reports
  - Inventory Reports
  - Order Management Reports





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- Self-service inventory tracking (ability to create inventory and update attributes) including:
  - Service Type assignments
  - Location assignments
  - Employee assignments
  - Organization assignments
  - Custom field definition
  - Maintenance and service carrier information
  - Equipment tracking
  - Automatic updates from order module
  - Auditing against billed service numbers
  - Ability to capture relationships between inventory items
- Self-service dispute tracking: tracking of disputes and other savings opportunities including both estimated and actual results)
- Self-service order placement: ability to create, track, and complete telecom service orders with the Client's carriers, including:
  - Service Type-specific order templates
  - Order approval workflow management
  - Capture of inventory fields on the order
  - Notification to all required entities
  - Quote requests (fixed line only)
  - Update to and creation of inventory upon order completion
- Self-service contract management, including:
  - Contract PDF Repository
  - Contract Commitment Tracking
  - Contract Expiration Notification
- Administrative tasks
  - Periodic loading of Client configuration data into NexTEM
  - Maintenance of an automated feed into Client's accounts payable system
  - Ongoing training as needed
- Service desk support (assistance with software, configuration, or invoice loading issues)



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### 2.2. Fixed Line Premier Services

These include:

- Invoice first level management and approval, including:
  - Review of all invoices to verify allocations
  - Track down missing invoices
  - Resolve payment issues
- Inventory maintenance, including:
  - Identify and load new inventory based on inventory audit flags
  - Ensure service types, status, item types, and locations are correctly assigned
  - Reconcile inventory/billing discrepancies
- Fixed line Order fulfilment, including:
  - Submit orders to carriers
  - Enter order commitment date, vendor order number, and for new services POS number
  - Verify disconnects correctly cease billing
- Contract terms maintenance, including:
  - Enter all contracts and amendments in NexTEM
  - Identify and map all accounts covered by each contract
  - Enter any associated client contract commitments
  - Enter expiration dates and configure pre-expiration notification in NexTEM
- Contract rates maintenance (enter all contracted monthly recurring charge rates in the NexTEM Audit Module)
- Validation rules review and research (review all alerts from the NexTEM automated validation rules and take appropriate action (see Statement Of Work (SOW))
- Auditing and analysis (identify billing errors and savings opportunities)
- Dispute management, including:
  - Review dispute opportunities with client to solicit approval
  - File all approved disputes with the carriers and track each dispute to conclusion
  - Reconcile recovered amounts against each dispute



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- Service Delivery Specialist, who will coordinate internal resources to ensure all Optional Services are delivered to the client within agreed Service Levels.

### 2.3. Mobile Premier Services

These include:

- Invoice first level approval including:
  - Review of all invoices to verify allocations
  - Track down missing invoices
  - Resolve payment issues)
- Inventory maintenance, to handle inventory exceptions from the automated mobility audit function
- Order fulfilment, including:
  - Submit orders to carriers within specified timeframes (see SOW)
  - Update orders with information received from the carrier, including order lifecycle dates and tracking numbers and inventory details (phone number, SIM number, etc.)
  - Verify disconnected lines correctly cease billing
- Entitlement group maintenance, to maintain valid devices, rate plans, and features in Client's entitlement groups
- Validation rules review and research (review all alerts from the NexTEM automated validation rules and take appropriate action (see SOW))
- Dispute management, including:
  - Review dispute opportunities with client to solicit approval
  - File all approved disputes with the carriers and track each dispute to conclusion
  - Reconcile recovered amounts against each dispute
- Service Delivery Specialist, who will coordinate internal resources to ensure all Optional Services are delivered to the client within agreed Service Levels
- Monthly audit, including:
  - Recommend feature changes or policy enhancements to reduce mobile expenses
  - Communicate approved changes to carriers and process necessary order transactions



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- Quarterly optimization, to recommend rate plan changes for voice and data plans and international features
- Employee portal, described in 1.7 above
- Employee charge back, to designate certain charge types to be charged back to the employee and produce a payroll file upload to deduct the charges

### 2.4. Service Exclusions

NTT is not responsible for and the Services do not include:

- Upgrades and management of desktop hardware and software that may affect a User's experience of the Services.
- Continuity of supply or availability of any public Internet connection used to access the Services.



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### 3. Types of Plans

The below CLM Plans are offered:

- Essentials Service plan
- Fixed line Premier
- Mobile Premier

#### 3.1. Essentials Service Plan

- Invoice loading and data management;
- Self-service reporting
- Self-service inventory tracking
- Automated invoice validation
- Automated cost allocation
- Automated accounts payable integration
- Self-service dispute tracking
- Self-service order placement
- Help desk support.

#### 3.2. Fixed Line Premier

- Essentials service
- Invoice 1<sup>st</sup> level Management and approval
- Order fulfilment and management (Option)
- Inventory maintenance
- Audit and Analysis
- Validation rules review and research
- Contract terms maintenance
- Contact rate maintenance
- Dispute management
- Service Delivery Specialist

#### 3.3. Mobile Premier

- Essentials service

Choose an item.

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- Invoice 1<sup>st</sup> level Management and approval
- Mobile order fulfilment
- Entitlement group maintenance
- Inventory validation
- Validation rules review and research
- Mobile audit and optimisation (monthly)
- Mobile audit and optimisation (quarterly)
- Dispute management
- Employee portal
- Employee device or feature chargeback
- Service Delivery Specialist



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## 4. Service Level Terms

SLA DESCRIPTION	SLA REPORTING FREQUENCY	SLA MEASUREMENT METHOD	SLA ACCEPTABLE LEVEL <sup>1</sup>	CREDIT LEVEL <sup>2</sup>	CREDIT APPLICABLE AGAINST
<b>Managed Services SLAs</b>					
System Availability <sup>3</sup>	Monthly	System availability is provided in accordance with the Hosting and Technical Support Services section of this SOW.	99.90%	1% credit	SOW fees for NTT Telecom Expense Management Services
Invoice Loading (Domestic /Commercial)	Monthly	Three (3) days to post in Inbox from date of receipt by Supplier  Only complete and balanced invoices that arrive in a useable format are included in SLA calculations. Only applies to invoices of accounts that are active and approved by Client.	99.0%	\$20 per invoice per day for each full day beyond day 3 until posted in the Inbox.	SOW fees for NTT Telecom Expense Management Services
Invoice Loading (Domestic /Government)	Monthly	Five (5) days to post in Inbox from date of receipt by Supplier. Only complete and balanced invoices that arrive in a useable format are included in SLA calculations. Only	99.0%	\$20 per invoice per day for each full day beyond day 5	SOW fees for NTT Telecom Expense Management Services

<sup>1</sup> "days" is always a reference to business days.

<sup>2</sup> Credits eligible against the applicable SOW and the applicable fee within that SOW.

<sup>3</sup> NTT's backup and recovery strategy provides continuity of operations and protection from data loss. Backups are performed on database files, invoice PDFs, load files, and related application files. Database and file backups are managed on a disk-based repository for short-term storage and a tape backup system for long-term storage. Using the disk-based repository, data is transferred to a secondary data centre for redundant storage and recovery purposes. Failover servers are maintained in a "warm standby" mode. System availability, including the application and Client data, is covered under the System Availability SLA.





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		applies to invoices of accounts that are active and approved by Client.		until posted in the Inbox.	
Data exports including Accounts Payable/ General Ledger Export	Monthly	Any AP/GL Export not available for approved invoices provided in the mutually agreed upon format specified will be provided within five (5) days of receipt of Client submitted ticket. [NexTEM approved invoice status = "Paybox"].	100%	1% credit	SOW fees for NTT Telecom Expense Management
<b>Business Process Outsource Services SLAs</b>					
Fixed Dispute Management	Monthly	Supplier will submit [NexTEM dispute Item Status = "Filed with Carrier"] a validated and Client approved dispute [NexTEM approved date provided by Client"] to the appropriate Carrier for each audit error identified within five (5) days after approval by Client.	95%	1% credit	SOW fees for NTT Fixed Telecom Expense Management Services
<b>Mobility Services SLAs</b>					
Data Feeds (HRIS & Active Directory)	Monthly	Upon receipt of a complete and accurate Client data file in the agreed upon format, Supplier will load Client data daily. Data may be an Accounts Payable (A/P) feed, or a feed for Human Resources Information System (HRIS), Microsoft Active Directory, or other agreed upon data exchange. It is Client's responsibility to immediately report failures via NexTEM tickets. Supplier to remedy within two (2) days of receipt of Client submitted ticket.	100%	1% credit	SOW fees for NTT Mobile Telecom Expense Management Services



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Mobile Orders		Supplier will provide order management services for all approved orders and requests (MACDs) submitted in any NexTEM portal, that are submitted to Client selected Carriers in accordance with the Mobility Order Fulfillment Service section of the SOW.	95%	1% credit	SOW fees for NTT Mobile Telecom Expense Management Services
Mobile Rate Plan Optimization	Quarterly	Supplier will provide one rate plan (1) optimization recommendation report once per every 3 month cycle per optimized Carrier within 15 days from the received date of the last invoice of the prior 3 month cycle.	100%	1% credit per day for each full day beyond day 15 until optimization is provided.	SOW fees for NTT Mobile Telecom Expense Management Services
Invoice Audit - Submit to Carrier	Quarterly	Supplier will submit [NexTEM Savings Item Status = "Filed with Carrier"] a validated and Client approved dispute [NexTEM approved date provided by Client"] to the appropriate Carrier for each savings identified within five (5) days after approval by Client.	95%	1% credit	SOW fees for NTT Mobile Telecom Expense Management Services
Wireless Master Catalog Maintenance	Monthly	NTT proactively updates the NexTEM Master Catalog for changes or new products at least twice per operational month. Valid & complete Client requests via submitted NexTEM tickets for catalog corrections will be resolved within 5 business days of client request. Tracking for SLA failures will be validated.	100%	1% credit per each 10 failures	SOW fees for NTT Mobile Telecom Expense Management Services.



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### Service Level Agreement Reporting and Credit Exceptions

#### NexTEM SLA REPORTING

Following the first full three (3) consecutive calendar months (“Operational Quarter”) of the applicable technology or service being in use by , Service Level Agreements (“SLAs”) will be reviewed with to clarify any calculations and discuss any issues. The next Operational Quarter begins the official measurement period where SLA credits may apply.

Reporting: On or before the 15th of the month following the close of previous Operational Quarter, NTT will provide with an SLA performance report showing measurement of applicable NTT in preceding Operational Quarter.

#### Credit Policy

If NTT fails to meet any SLA in any calendar month during the Operational Quarter, Client will be eligible for SLA credits as specified in this document. Any rights or remedies available to Client under the Service Level and Support Policy shall be in addition to any other rights or remedies that may be available to Client and shall not be construed to be Client’s exclusive remedy with respect to any issue relating to the performance, functionality or availability of the SaaS Service. Provided however, in the event that Client is awarded damages pursuant to this Agreement, any such award shall be reduced by the amount of any money received pursuant to the terms of the SLA.

- Credit Calculation: When SLA credits are based on percent credit, then a credit equal to 1% of the total monthly fee for the effected service is applicable for every 1% that NTT fails to achieve the specified SLA. No credits apply for any SLA failures less than 1% (e.g. if SLA is 100% and SLA achieved is 97.8% then a credit of 2% will apply).
- When SLA credits are based on NTT obligation to perform a specific function within a specified number of days, the 1% credit will apply for each applicable failure to achieve the SLA (e.g. if SLA is not achieved 5 times in month then a 5% credit will apply).

The total combined credit for all SLA failures will be capped at 20% of the monthly fees due to NTT from Client under any CLM SOW under the applicable SOW fee category (i.e., Professional Services, Application and Data Loading, etc.) for the corresponding month in which the SLAs are not met. The foregoing 20% cap will not apply to the System Availability SLA. Claims for SLA credits must be submitted in writing (via email to the CA is acceptable) to NTT within thirty (30) days of the date that Client receives Operational Quarter report that specifies a SLA failure. SLA credits not requested within such thirty (30) day period will be void. All SLA credits will be applied against the fees applicable in the next monthly invoicing period, unless this Agreement has been terminated or expired.



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### CREDIT EXCEPTIONS:

A. If at any time Client is in default under the Agreement, Client will not be entitled to any SLA credits.

B. For the Mobile Worker Support SLAs, in months where the average call handle time is greater than fifteen (15) minutes and/or the incident rate is greater than 15%, Service Provider will be relieved of SLAs for that month. In months where the volume decreases to a point where four (4) events or less can create a missed SLA, the Supplier will be relieved of SLAs for that month

B. SLA credit will not be issued under the above SLA terms for any covered outage that results from and would not have occurred but for:

- SLA failure caused or contributed to by viruses on Client computer or IT network
- SLA failure caused by Client hardware or software issues
- SLA failure caused by the acts or omissions of Client, its employees, agents, third party contractors or carriers, or device manufacturers
- SLA failure caused by Acts of God or natural disasters
- The negligence or willful misconduct of Client or others authorized by Client to use the Services provided by NTT
- Any failure of any component for which NTT is not responsible, including but not limited to all Client-provided or Client-managed electrical power sources, networking equipment, computer hardware, computer software or web site content
- Any failure of Client-provided local access facilities