

# NTT DATA Service Description

---

## NTT DATA Cloud Service for SharePoint®

### Introduction

NTT DATA is pleased to provide the NTT DATA Cloud Service for SharePoint® (the “Service(s)”) in accordance with this Service Description (“Service Description”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the “Order Form”) will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact NTT DATA Technical Support or your sales representative.

### The Scope of This Service

The Service is provided in a dedicated (the “Dedicated Service”) environment and is a virtual (multiple autonomous containers serving software on a physical server), hosted service that allows customers to experience the full capabilities of Microsoft® SharePoint.<sup>1</sup> Customer can choose from the various Service-related options (which include, in addition to those listed below, storage amounts, number of virtual servers and number of users) or work with a NTT DATA Solutions Expert to customize a Service solution.

The following high level support services are included (limitations on the type of support activities may details are available from the NTT DATA Cloud Service for SharePoint® Support Services Document):

**24 X 7 X 365 Support.** Live phone and email support in English only

**SharePoint installation and configuration.**

**Monitoring and Notifications.** Automated monitoring and notification for storage and computing threshold alerts and application uptime.

**Operating System and Application Patch Administration and Maintenance.** Patching and maintenance is done on an as-needed basis and during regularly scheduled maintenance windows, either during off-hours/non-business hours or on weekends.

**Network, firewall and security monitoring and maintenance.** Entire SharePoint environment includes real-time monitoring and filtering of firewall sessions. Real time network and resource threshold monitoring is also done. Anti-virus settings are included in the base service and form part of the configuration questionnaire and setup.

**Active Directory integration via ADFS or web-based user management from within the SharePoint site.**

---

<sup>1</sup> This Service is not intended to, and does not, address regulatory requirements such as HIPAA to which the customer may be subject. Customers with specific data security and compliance requirements should discuss alternative cloud solutions with their NTT DATA representative.

The following optional services, each subject to an additional fee, may be available for purchase:

**Development Environment.** As an optional add-on service to the Dedicated Service, a development environment may be deployed for testing of third party packages, solution customizations, or patches prior to deployment in Customer's production environment.

**Microsoft SharePoint Server Enterprise Users.** As an optional add-on service to the Dedicated Service, Enterprise User Client Access Licenses may be purchased on a monthly or annual basis to unlock features within SharePoint Server such as Business Data Catalog, Excel Services, InfoPath Forms Services, and KPI lists and Dashboards.

**Software Load Balancing.** As an optional add-on service to the Dedicated Service, software load balancing may be provided to offer high availability and dispersed traffic delivery to dedicated Customer sites and servers.

**Virtual Private Network (VPN) Services.** As an optional add-on service to the Dedicated Service, VPN may be deployed. The VPN solution may be utilized to allow Customer to access its dedicated Service(s) over a private, secure communications channel. VPN services require a compatible device deployed at Customer location.

**Backup Service.** As an optional add-on service for the Dedicated Service, NTT DATA provides one of two types of backup service: FTP backup or file and retention backup. FTP backup provides customer with access to customer's Service server SharePoint backup. This remote backup service is configurable and allows a customer to download its data on demand into customer's own in-house SharePoint server or another off-site location. File retention and backup can be customized to meet a customer's needs and is priced based on the amount of data backed up and the retention period.

#### Provisioning, Billing, Support & Miscellaneous

In connection with NTT DATA's provisioning of the Service ("Provisioning"), Customer will promptly provide the following (as applicable):

- Name, email address and permission levels for users to be configured during initial Service configuration;
- Creation mode for new user accounts;
- Active Directory name;
- URL to be used with Service;
- Need for anonymous access on server;
- Authentication type for Service;
- Large file support options;
- Options for email enablement;
- Outbound email address for sending email from server;
- Allowed file types;
- Need for applications templates;
- Available languages; and
- Firewall rules.

Upon receipt by NTT DATA of the above-listed information (and any follow-on information reasonably requested), NTT DATA will configure your Service environment. You will be notified by email when the Service is enabled. Billing will commence once Provisioning is complete. You will be billed on a monthly or annual basis in advance.

Service support is available as follows:

- Level 1 = 24 X 7 X 365
- Level 2 = Monday – Friday (8:00am – 10:00pm EST; on-call for Severity 1&2 during Weekends and Weekday nights)
- Level 3 = Monday – Friday (8:00am – 10:00pm EST; on-call for Severity 1&2 during Weekends and Weekday nights)
  - Severity 1 - Severe problem preventing a major feature of the SharePoint application from being available to more than one customer or a problem that is creating a significant business impact to multiple customers.
  - Severity 2 - Problem preventing a major feature of the SharePoint application from being available to a customer or a non-critical function/feature that affects multiple customers. Also a problem that is creating a significant business impact to a single customer.

Unless otherwise stated in trial period or evaluation program terms, Customers who do not provide notice of their intent to cancel the Service prior to the expiration of a trial period or evaluation program period will, upon expiration of their trial or evaluation period, be automatically enrolled in a monthly or annual subscription, as applicable to the trial or evaluation program, term and NTT DATA's continued delivery of the Service following the expiration of the trial or evaluation period will be governed by and subject to this Service Description the terms of your master services agreement or Agreement, as applicable.

Customer may not transfer this Service or any rights conferred by this Service Description to a third party. In certain instances, upon NTT DATA's prior written consent (not to be unreasonably withheld), Customer may to transfer Service internally among end users and systems within Customer's IT infrastructure. Transfer fees may apply.

NTT DATA will use commercially reasonable efforts to make the Service available 99.9% of the time; provided, however, any failure to do so will not result in liability to NTT DATA.

## Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- Any services, tasks or activities other than those specifically noted in this Service Description.
- The development of any intellectual property created solely and specifically for the Customer.
- Any Customer training or instructional “how to” support.
- Any development and / or programming services.
- Any dedicated physical hardware.
- Reporting on usage or performance.
- Integration with third party or Customer's in-house developed applications.

- Backup, archiving or any other data retention or replication (unless the backup service has been purchased).
- Virus, malware, spyware or other malicious program scanning, detection and removal (unless the anti-virus service has been purchased).

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or Agreement, as applicable.

## Offer Specific Customer Responsibilities

In connection with NTT DATA's performance of the Service, Customer is responsible for:

- Providing a single point of contact that will serve as the primary Customer counterpart for coordinating services with end users or groups and ensure that Customer requests to initiate additional or extended Services on Customer systems has been authorized by Customer;
- Preventing end user or other interference with the Service and periodic software updates distributed by NTT DATA;
- Ensuring that Customer systems are properly configured for the Service and that Customer has sufficient access to the Internet;
- Ensuring that Customer has active subscriptions or licenses for any third party software used or managed by the Service;
- Installing or, when applicable, facilitating remote distribution of Service-enabling software to its end users and systems, as well as uninstalling Service-enabling software at the expiration of the Term;
- Developing, testing, validating, deploying/uploading, rolling back/removing and maintaining all out-of-the-box and custom content contained within Customer's site;
- Creating, removing and maintaining all user accounts created after initial setup of Service;
- Notifying NTT DATA of all user account additions or removals by the last working day of each month (if customer's Microsoft SharePoint Server Domain Controller feature is used);
- All system and application patching (unless optional patch administration service is purchased); and
- Complying with the End User Use Restrictions (set forth on Appendix A attached hereto) applicable to your use of Microsoft products in connection with the Service.

## General Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and NTT DATA to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks NTT DATA to perform these Services.

**Customer Cooperation.** Customer understands that without prompt and adequate cooperation, NTT DATA will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide NTT DATA with all cooperation necessary for NTT DATA to perform the Service. If Customer does not provide reasonably adequate cooperation in

accordance with the foregoing, NTT DATA will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

**Data Backup.** Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. **NOTWITHSTANDING CUSTOMER'S PURCHASE OF THE OPTIONAL ADD-ON BACKUP SERVICE, NTT DATA WILL HAVE NO LIABILITY FOR:**

- **ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;**
- **LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;**
- **DAMAGED OR LOST REMOVABLE MEDIA;**
- **THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR**
- **FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY NTT DATA OR A THIRD-PARTY SERVICE PROVIDER.**

NTT DATA will not be responsible for the restoration or reinstallation of any programs or data.

**Third Party Warranties.** These Services may require NTT DATA to access hardware or software that is not manufactured by NTT DATA. Some manufacturers' warranties may become void if NTT DATA or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that NTT DATA's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. NTT DATA does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

## NTT DATA Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the NTT DATA entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with NTT DATA that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by either NTT DATA’s Cloud Solutions Agreement or NTT DATA’s standard Customer Master Services Agreement (as applicable, the “Agreement”).

Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of NTT DATA Services	
	Customers Purchasing NTT DATA Services Directly From NTT DATA	Customers Purchasing NTT DATA Services Through an Authorized NTT DATA Reseller
United States	<a href="http://www.nttdataservices.com/en-us/contracts">www.nttdataservices.com/en-us/contracts</a>	<a href="http://www.nttdataservices.com/en-us/contracts">www.nttdataservices.com/en-us/contracts</a>
Canada	Available on request	Available on request
Latin America & Caribbean Countries	Mexico: Your terms and conditions of sale will be sent to you along with your quote	Not applicable
Asia-Pacific-Japan	Available on request	Service Descriptions and other NTT DATA service documents which you may receive from your seller shall not constitute an agreement between you and NTT DATA but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other NTT DATA service document shall in this context be understood as a reference to you whereas any reference to NTT DATA shall only be understood as a reference to NTT DATA as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with NTT DATA with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Available on request	Service Descriptions and other NTT DATA service documents which you may receive from your seller shall not constitute an agreement between you and NTT DATA but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other NTT DATA service document shall in this context be understood as a reference to you whereas any reference to NTT DATA shall only be understood as a reference to NTT DATA as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with NTT DATA with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at [www.nttdataservices.com/en-us/contracts](http://www.nttdataservices.com/en-us/contracts).

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the “I Agree” button or box or similar on the [nttdataservices.com](http://nttdataservices.com) website in connection with your purchase or within a NTT DATA software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case “you” or “Customer” shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

## Additional Terms & Conditions Applicable to Cloud & SaaS Services

1. **Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term (“**Term**”) indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer’s Order Form. Unless otherwise agreed in writing between NTT DATA and Customer, purchases of Services under this Service Description must be solely for Customer’s own internal use and not for resale or service bureau purposes.
2. **Important Additional Information**
  - A. **Payment for Hardware Purchased With Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of cloud or SaaS services purchased with such hardware.
  - B. **Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support, security or training services) may be available for purchase from NTT DATA and will vary by Customer location. Optional services may require a separate agreement with NTT DATA. In the absence of such agreement, optional services are provided pursuant to this Service Description.
  - C. **Assignment.** NTT DATA may assign this Service and/or Service Description to qualified third party service providers.
  - D. **Geographic Limitations and Relocation.** This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer’s location, so please contact your sales representative for these details.

© 2016 NTT DATA, Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. A printed hardcopy of NTT DATA’s terms and conditions of sale is also available upon request.



## **Appendix A**

### End User Restrictions

Customer (i) will prohibit its end users from removing, modifying or obscuring any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft products (the “Products”); (ii) will prohibit its end users from reverse engineering, decompiling or disassembling the Products, except to the extent that such activity is expressly permitted by applicable law; (iii) disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Service; and (iv) permits NTT DATA to make disclosures required by NTT DATA under NTT DATA’s Services Provider License Agreement with Microsoft.