

## STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

1.1. Capitalized terms in these Standard Terms and Conditions ("these T&Cs") will have the following meanings or, where applicable, as directly indicated in the terms:

**"Adoption Agreement"** means an agreement between an NTT Affiliate and Supplier (or Supplier Affiliate) that incorporates and binds such parties to the provisions of these T&Cs, as varied for application to the relevant jurisdiction.

**"Affiliate"** means a legal entity that controls, is controlled by, or that is under common control with either NTT or Supplier. For purposes of this definition, "control" means ownership of more than 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

**"Agreement"** means these the terms and conditions, including the applicable terms of (a) the appendices and (b) any relevant NTT Policies.

**"Applicable Laws"** means any court judgement or statute, by-law, directive, treaty, regulation, rule or policy issued by a regulatory authority which is applicable to the general business operations of a party and: (a) in the case of Supplier, is applicable to Supplier's license, delivery, provisioning and billing of the Work Products, Goods or Services; and (b) in the case of NTT, is applicable to NTT's receipt, use of, payment, license, sub-license or resale of the Work Products, Goods or Services (as applicable based on the nature of the Supplier engagement).

**"Authorized Affiliates"** means those NTT Affiliates that have entered into an Adoption Agreement with Supplier (or Supplier Affiliates).

**"Effective Date"** means the date where Parties agree that these T&Cs shall commence.

**"Bankruptcy Event"** means the occurrence of a party being adjudicated as bankrupt, making an assignment for the benefit of creditors, invoking any provision of law for general relief from its debtors, initiating any proceeding seeking general protection from its creditors or being removed or delisted from a trading exchange

**"Goods"** means the goods, including hardware and/or software (and related accessories, material and documentation) purchased by NTT and provided by Supplier pursuant to a PO.

**"Hong Kong"** means Hong Kong Special Administrative Region of the People's Republic of China.

**"NTT Data"** means, any data (a) provided or transmitted to Supplier or Supplier Personnel by or on behalf of NTT, (b) accessed, hosted or processed by Supplier or Supplier Personnel on behalf of NTT, or (c) created by Supplier or Supplier Personnel on behalf of NTT, in each case in connection with the provision of any Services. It shall include any data of NTT's clients (as applicable) that is processed by Supplier in the course of performing the Services or is stored in or accessed through physical or virtual systems managed or controlled by Supplier as a result of the Goods or Services

**"NTT Group"** means NTT and all its Affiliates.

**"Parties"** means collectively NTT and Supplier, or any of them a 'Party'.

**"Personal Data"** means any information relating to an identified or identifiable person or other similar definition under any Applicable Laws (including but not limited to the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) governing treatment of personal data or information.

**"Protected Data"** means any information or data (excluding Personal Data) that is subject to Applicable Laws or industry or compliance standards or regulations concerning its use, storage, transmission or similar function performed in connection therewith.

**"Purchase Order"** or **"PO"** means a purchase order issued to Supplier by NTT against a valid quote for Goods and such Purchase Order or PO shall incorporate the provisions of these T&Cs.

**"Services"** means the services to be provided by Supplier to NTT, including (as applicable) the development of any Work Product, pursuant to a SOW or any software in the Subscription as a Service ("SaaS") model.

**"Statement of Work"** or **"SOW"** means a document, in a form reasonable agreed by the Parties, describing the Services to be provided by Supplier to NTT, along with any other details or terms and conditions agreed by the Parties, and such Statement of Work or SOW shall incorporate the provisions of these T&Cs.

**"Trade Compliance Laws"** means Applicable Laws relating to export controls, economic sanctions, customs and restrictions on international trade and investment.

**"Work Product"** means all intellectual property and other materials uniquely created or developed for NTT under these T&Cs, including any and all software, software features, computer files, reports, documents, marketing assets, plans, drawings, specifications, records, forms, templates, methodologies, processes, technologies, designs, charts, flow charts, user interfaces, templates, menus, buttons, icons, tools, data, algorithms, ideas, concepts, know-how and methods or other manifestations of efforts of Supplier, regardless of their form and including drafts.

**"Trade Sanctions List"** means an official government-maintained list or

register of individuals, companies, and organisations who pose risks to national security, foreign policy interests, or pose other regulatory concerns, that are subject to specific trade restrictions imposed by that government.

1.2. In these T&Cs, the following rules apply: (a) clause headings are for convenience only and will not impact the interpretation or meaning of any terms; (b) unless the context otherwise requires, words in the singular will include the plural and in the plural include the singular; (c) a reference to the word "include" or "including" is to be without limitation; (d) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns; (e) a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment or modification, and includes any subordinate legislation for the time being in force made under it; (f) any obligation in these T&Cs on a person not to do something includes an obligation not to agree or allow that thing to be done; and (g) a reference to a "writing" or "written" includes e-mails.

### 2. AGREEMENT FRAMEWORK

2.1. Under these T&Cs, NTT may enter into (a) Statements of Work for Services to be performed by Supplier and/or (b) POs for Goods to be provided by Supplier. Each SOW and PO entered into by the parties will be subject to the provisions of these T&Cs.

2.2. Affiliates of NTT may separately enter into Adoption Agreements (in the form and content as NTT thinks fit) with Supplier (or a Supplier Affiliate) in order for the applicable parties to subsequently enter into direct SOWs and/or POs. For the avoidance of doubt, each Adoption Agreement will form a separate legal agreement between the parties to such Adoption Agreement. Accordingly, (a) NTT will not be responsible or liable for any breach by an Authorized Affiliate under an Adoption Agreement and Supplier's (or applicable Supplier Affiliate's) sole right in respect of the Adoption Agreement will be to assert a claim against the applicable Authorized Affiliate; and (b) Authorized Affiliate will not be responsible or liable for any breach by NTT under these T&Cs and Supplier's sole right in respect of these T&Cs will be to assert a claim against NTT.

2.3. In the event of a conflict between the terms of a SOW or PO and the provisions of these T&Cs, the provisions of these T&Cs will take precedence unless (a) the SOW or PO expressly references the conflicting provision of these T&Cs and expresses an intent to override it or (b) a specific term of these T&Cs is expressly stated to give deference to a term of the SOW or PO. For the avoidance of doubt, Clause 4.3 of these T&Cs (with respect to payment timeline only), Clause Part 1(d) of Appendix A (warranty timeline only), Clause 5 of these T&Cs, Clause 7.1(a) of this Agreement (with respect to the types of insurances only) and Clause 15.1 of these T&Cs (term of contract only including renewal timelines) shall give deference to a corresponding term of the SOW or PO.

### 2A END USER LICENSE AGREEMENT (where applicable)

2A.1 Where applicable, the Supplier requires NTT's clients to agree to the Supplier's end user licence terms and conditions ("EULA").

2A.2 The Supplier agrees that any EULA for any Goods or Services that it requires NTT's clients to comply with shall be a direct agreement between the Supplier and NTT's clients. For the avoidance of doubt, the Supplier agrees and acknowledges that any incorporation of the Supplier's EULA into any agreement between NTT and its clients shall bind the Supplier into a valid and binding agreement with that particular client. These T&Cs between the Supplier and the client shall be subject to the applicable EULA and the Supplier and the client shall have the right to enforce these terms and conditions directly against each other.

2A.3 The Supplier agrees that if NTT's client does not agree with the applicable EULA and/or requires the EULA to be modified or amended, the Supplier shall negotiate any modifications or amendments to the EULA in good faith and shall not unreasonably withhold consent to any such proposed modifications or amendments.

2A.4 The Parties agree that any claims arising from any breach of the EULA shall be directed to and handled by the Supplier.

### 3 SERVICES & GOODS

3.1 The Supplier agrees to perform the Services set out in any SOW and/or provide the Goods set out in any PO in accordance with the provisions of these T&Cs, including (as applicable) the relevant additional terms set out in Appendix A ("**Additional Terms**").

3.2 Supplier acknowledges that the Services (including any Work Product associated therewith) and/or Goods are intended (a) for resale to clients of the NTT Group (either directly or indirectly through resellers or sales NTTs); (b) to be used, incorporated or combined with other hardware, software and/or technology in order to provide a managed service to clients of the NTT Group; and/or

- (c) for the NTT Group's internal use, and Supplier expressly authorizes any and all such usage and, without limitation to any more specific terms set out herein, grants any and all such rights and licenses necessary for the NTT Group to use, transfer, pass-through, market, advertise and sell the Services and/or Goods as contemplated under these T&Cs.
- 3.3 NTT does not guarantee Supplier a minimum purchase of Services and/or Goods solely by the execution of these T&Cs.
- 4 PAYMENT**
- 4.1 As full consideration for the delivery of the Goods and performance of the Services, including (as applicable) the assignment of rights in any Work Product, NTT will pay Supplier the amount specified in the applicable SOW and/or PO. Unless otherwise specified in the SOW and/or PO, the stated price for the Services and/or Goods includes all charges and fees payable by NTT (including shipping costs), but excludes any taxes billed in accordance with Applicable Laws, which must be stated separately on Supplier's invoice. If requested, Supplier will provide NTT with an estimate of applicable taxes for the Services and/or Goods.
- 4.2 The Services and/or Goods will be invoiced as set out in the applicable SOW and/or PO.
- 4.3 Unless otherwise specified in the applicable SOW and/or PO, NTT will pay the invoiced amount (excluding any amounts subject to dispute) within ninety (90) days after the date such invoice was properly received by NTT. Supplier must continue performing its obligations under the Agreement in the event of any billing dispute. Payment of an invoice is not evidence or an admission that the Services and/or Goods meet applicable requirements or specifications.
- 4.4 All prepayments and/or deposits are refundable to NTT immediately upon request if the Supplier (a) cannot fulfill any agreed obligations; (b) cannot meet any portion of the delivery schedule for Goods or Services; or (c) is in breach of any of the agreed obligations in these T&Cs.
- 4.5 If NTT disputes any prices or charges in an invoice, NTT shall notify the Supplier. Subject to Clause 4.3, a disputed part of an invoice is exempted from the standard payment terms until the dispute is finally settled. Once the dispute is resolved, the Supplier shall issue a credit note to NTT or make the necessary adjustment to correct the disputed amount in the next invoice.
- 4.6 If valid invoices are not received by NTT within 3 months after Services have been provided or Goods have been delivered, the charges or prices shall be deemed to be waived by the Supplier.
- 4.7 Supplier's acceptance of any NTT's PO, as evidenced by any written acknowledgement or the delivery of the specified Goods and/or Services, shall be subject to these T&Cs. No terms and conditions specified or pre-printed on any Supplier quotation, order acknowledgement, invoice or other form of confirmation shall add to or modify the terms of these T&Cs unless specifically agreed to in writing by NTT.
- 5 TAXES**
- 5.1 Taxes imposed on the sale of the Services and/or Goods must be invoiced as a separate line item. NTT will provide to Supplier any and all documentation substantiating a claim for exemption from any tax. Supplier may not bill any taxes to NTT which are the liability of Supplier, including property taxes, franchise taxes and taxes based upon net income.
- 5.2 Should any payment under these T&Cs be subject to any withholding tax, NTT will ensure (a) that such withholdings are made and remitted to the relevant government entity or authority and (b) the net amount after withholding is paid to Supplier, with the payment of (a) and (b) constituting full settlement of the sums owing for such payment.
- 5.3 Unless otherwise agreed in a SOW or PO, all prices charged for Services and/or Goods are exclusive of the applicable sales, use or similar taxes NTT is obligated to pay Supplier. NTT has the right to withhold any applicable taxes from any royalties or other payments due under these T&Cs if required by any government authority.
- 6 INDEPENDENT CONTRACTOR**
- 6.1 Supplier is an independent contractor for all purposes, without express or implied authority to bind NTT by contract or otherwise, and nothing in these T&Cs creates any employment, agency, partnership, fiduciary or joint venture relationship between Supplier or Supplier's directors, officers, employees, agents, contractors or subcontractors (collectively, "**Supplier Personnel**") and NTT. Neither Supplier nor any Supplier Personnel are employees of NTT, and therefore are not entitled to any employee benefits of NTT, including any type of health insurance.
- 6.2 NTT assumes no liability or responsibility for Supplier Personnel. The Supplier shall a) ensure that the Supplier Personnel are in compliance with all Applicable Laws, b) be responsible for the supervision, control,

- compensation, withholdings, health and safety of the Supplier Personnel, and c) ensure that all Supplier Personnel performing Services on NTT Facilities shall strictly comply with Part 5 of Appendix A to these T&Cs.
- 6.3 The Supplier accepts complete responsibility and liability for the acts or omissions of the Supplier Personnel it hires, engages, or contracts with to perform or assist in the provision of the Goods, Work Products and/or Services and to the same extent as if such obligations, services, and functions were performed by the Supplier and for purposes of these T&Cs such work shall be deemed work performed by the Supplier. The Supplier shall ensure that each subcontract contains all applicable specifications and obligations needed to fully comply with these T&Cs and shall indemnify, defend and hold harmless NTT (including NTT's Affiliates), against any and all against all third party claims and associated liabilities, damages, losses, expenses (including attorneys' fees, any regulatory or statutory fines, assessments and penalties and any costs incurred by NTT and its Affiliates in connection with investigating, mitigating, remediating and/or complying with any regulatory requirements) arising out of or in any way connected with any actual or alleged action or omission to act by any of the Supplier Personnel.
- 7 INSURANCE**
- 7.1 Subject to any additional or more specific insurance requirements set out in a SOW and/or PO, Supplier must, for the term of the Agreement and a period of 2 years after expiration or termination, maintain (at its own expense) insurance policies with reputable insurers which (a) are compliant with Applicable Laws, including workers compensation, disability or similar legislation and (b) provide coverage consistent with acceptable best practice in Supplier's trades or businesses for (at a minimum and where applicable): (i) Commercial General Liability; (ii) Professional Liability/Errors & Omissions (E&O); (iii) Automobile Liability; (iv) Property Damage (assets) and Business Interruption; (v) Marine/Goods in transit; and/or (vi) Commercial Crime. Supplier will ensure such coverage extends to NTT property under the care, custody or control of Supplier or Supplier Personnel.
- 7.2 Supplier will provide NTT with certificates of insurance or evidence of coverage consistent with clause 7.1 upon NTT's request.
- 7.3 Supplier will not do or omit to do anything which might invalidate or adversely affect the insurance Supplier is obligated to maintain under these T&Cs and will notify NTT immediately if such cover is or is likely to be invalidated.
- 8 INDEMNITY**
- 8.1 Supplier will indemnify, defend, and hold NTT and its Affiliates (including NTT's and its Affiliates' respective officers, directors, agents and employees) harmless from and against all third party claims and associated liabilities, damages, losses, expenses (including attorneys' fees, any regulatory or statutory fines, assessments and penalties and any costs incurred by NTT in connection with investigating, mitigating, remediating and/or complying with any regulatory requirements in connection with a security incident and/or data breach) and cost of suit arising, directly or indirectly, out of or in any way connected with:
- (a) any breach by Supplier of Applicable Laws or its obligations under Part 3 of Appendix A, including if any breach of the Supplier's obligations under Part 3 of Appendix A causes the material loss or corruption of NTT Data;
  - (b) any claim based on the death or bodily injury to a person or destruction or damage to property, or where applicable, contamination of the environment and any associated clean-up costs arising out of Supplier's acts or omissions relating to these T&Cs;
  - (c) Supplier failing to satisfy any legislative or similar requirements for qualification as an independent contractor;
  - (d) any claim for any taxes, wages, or benefits brought by any Supplier Personnel;
  - (e) where applicable, any failure to comply or breach of the Supplier's obligations to NTT's clients under the relevant EULA;
  - (f) any claim by a third party alleging that the Goods, Services and/or Work Product (including any related products or processes provided in connection therewith) or NTT's use of any of the foregoing, infringe any patent, registered design, trademark, copyright or other intellectual property or proprietary right ("**Intellectual property Rights**");
  - (g) any breach of confidence (whether actionable based on these T&Cs or at law) by the Supplier or any of the Supplier Personnel;
  - (h) the negligence, recklessness or wilful misconduct of the Supplier or any of the Supplier Personnel in the performance of these T&Cs;
  - (i) any warranty or representation given by the Supplier is incorrect, incomplete, inaccurate or misleading; or
  - (j) any act, omission or default by the Supplier or any of the Supplier

Personnel in the performance of these T&Cs.

- 8.2 In the event of any claim subject to clause 8.1 above, NTT will (a) notify Supplier and (b) hand over defense and related settlement negotiation of the claim, subject to NTT's right to participate (at Supplier's cost) in such defense. Supplier will not settle any such claim without NTT's prior written consent. Notwithstanding the foregoing, if Supplier fails to respond to a notification as set out in this clause 8.2 within ten (10) days, then NTT may proceed to settle or otherwise defend the claim as NTT deems appropriate. In such instance, Supplier remains fully responsible for all costs and expenses incurred by NTT, including any amounts awarded by a court or other judicial body or otherwise agreed in a settlement.

## 9 INFRINGEMENT

If an infringement claim is made or appears likely to be made in connection with any Goods, Services and/or Work Product (including any related products or processes provided in connection therewith), Supplier will, in addition to Supplier's indemnification obligations as set forth in clause 8.1, at NTT's option, either (a) procure for NTT the right to continue to use the affected Goods, Services and/or Work Product, (b) modify the Goods, Services and/or Work Product so that it is no longer infringing or (c) replace it with a non-infringing Goods, Services and/or Work Product of substantially similar function. If the parties determine that none of these options is commercially reasonable, the applicable SOW and/or PO will be terminated and NTT will be refunded all amounts paid for the infringing Goods, Services and/or Work Product.

## 10 LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event will NTT be liable to Supplier for (a) any loss of revenue; business interruption loss; wasted time and expenditure loss; pure economic loss, loss of profits; loss of anticipated profits or anticipated savings; loss of opportunity; loss of business; loss of contract; loss of use; loss of goodwill; loss of reputation; loss or corruption of data, or (b) any incidental, indirect, special or consequential damages arising out of, or in connection with, these T&Cs, in each case whether foreseeable or not. In no event will NTT's aggregate liability arising out of, or in connection with, these T&Cs exceed the total amount of fees paid by NTT hereunder in the 12 months immediately preceding the event, act or omission giving rise to the claim or liability.

## 11 CONFIDENTIALITY

- 11.1 "Confidential Information" means all non-public information (whether marked as confidential or which may reasonably be supposed to be confidential by its nature) that is disclosed before, on or after the Effective Date, by a party ("Discloser") to the other party ("Recipient") in connection with, or in furtherance of its performance under these T&Cs, including the terms and existence of these T&Cs and information relating to the Discloser's products, operations, processes, plans or intentions, product information know-how, trade secrets, market opportunities, clients and business, but expressly excluding information that can be reasonably shown was (a) in the public domain at the time of disclosure or becomes available to the general public afterwards other than by Recipient's breach of these T&Cs; (b) rightfully known by, or later becomes available to, Recipient on a non-confidential basis from a source other than Discloser that is not prohibited from disclosing such information to Recipient; or (c) independently developed by Recipient without use or reference to Discloser's Confidential Information.
- 11.2 With respect to Discloser's Confidential Information, Recipient will (a) not use the Confidential Information for any purpose other than the performance or administration of its obligations or exercise of its rights under these T&Cs, (b) disclose it to Recipient's (or, if applicable, Recipient's Affiliates') directors, officers, employees, professional advisors, contractors, and, in the case of NTT as Recipient, its third-party service providers used in the performance or administration of these T&Cs, on a need-to-know basis only and subject to sufficient obligations of confidentiality with such parties (and Recipient will remain fully liable for a breach of this clause 11 by any entity or individual to which it transfers the Confidential Information as set out herein); and (c) protect it using the same level of care (but no less than reasonable care) Recipient uses to protect its own information of a confidential nature.
- 11.3 The Recipient may disclose Discloser's Confidential Information to the extent required by law or any governmental or other regulatory authority (including by a court or other authority of competent jurisdiction) (a "Disclosure Order"), provided that (a) Recipient's disclosure of such Confidential Information is limited to the minimum amount necessary to comply and, (b) to the extent permitted by law, the Recipient (i) gives the Discloser prior written notice of the Disclosure Order as soon as practicable, (ii) provides the Discloser with a reasonable opportunity to make representations to the relevant authority to oppose the Disclosure Order; and (iii) reasonably cooperates with Discloser to oppose or limit the Disclosure Order or

otherwise obtain the maximum possible continuing protection for such Confidential Information.

- 11.4 The Parties acknowledge and agree that damages may be an inadequate remedy in the event of a breach by Recipient of any confidentiality obligation, and, subject to the court's discretion, the Discloser may restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or will constitute a breach.
- 11.5 Upon the earlier to occur of Discloser's written request or the termination of these T&Cs, Recipient will promptly, at Discloser's option, permanently and securely destroy or return all Confidential Information (and all copies) and, if requested by Discloser, promptly certify in writing that all such Confidential Information has been returned or destroyed in compliance with this clause. The foregoing notwithstanding, Recipient may retain documents and materials containing, reflecting, incorporating, or based on Discloser's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause 11 will continue to apply to any documents and materials retained by the Recipient.
- 11.6 Supplier will not use the name or trademarks of NTT or the NTT Group or refer to or identify NTT or the NTT Group in any marketing materials (including without limitation testimonials or customer listings) or press releases without the prior written consent of NTT.
- 11.7 These confidentiality obligations will remain valid for a period of three (3) years after the expiration or termination of these T&Cs.

## 12 COMPLIANCE WITH LAWS; BUSINESS INTEGRITY

- 12.1 Supplier will comply fully with all Applicable Laws in the performance of these T&Cs, including (without limiting the generality of the foregoing), all export control, customs and foreign trade regulations and, where applicable, trade and/or economic sanctions ("Foreign Trade Regulations"). Supplier will provide NTT with any information or data required by NTT in order to comply with all Foreign Trade Regulations applicable to the Goods and/or Services set out in a PO or SOW, as applicable.
- 12.2 NTT is committed to responsible business practices and to high standards of ethical behaviour. Accordingly, Supplier shall (and shall procure the Supplier Personnel to) comply with NTT's (i) Anti-Bribery and Anti-Corruption Policy annexed in Appendix B; (ii) NTT Group Guidelines for Sustainability in Supply Chain and NTT Group Green Procurement Standards which are more particularly set forth at <https://group.ntt/en/procurement/supplier/index.html> and other applicable policies (collectively, "NTT Policies"), as may be provided, updated or otherwise varied by NTT from time to time. Without limiting the general obligations under clause 12.1 and this clause 12.2, Supplier shall not engage in nor permit any form of unauthorized or improper favors or payments (including bribery, corruption, extortion or embezzlement) in connection with these T&Cs, the performance of the Services and/or provision of Goods, or in the conduct of Supplier's business.
- 12.3 Supplier's failure to comply with Applicable Laws and any relevant NTT Policy will constitute a material breach of these T&Cs.

## 13 TRADE COMPLIANCE OBLIGATIONS

- 13.1 Supplier represents and warrants that:
- (a) it and all its Affiliates have taken all reasonable measures to ensure that the Products and Services it supplies to NTT comply with applicable Trade Compliance Laws;
- (b) it and all its Affiliates have complied with and will continue to comply with all Trade Compliance Laws in connection with their general business operations and performance under the Agreement;
- (c) except as disclosed in advance in writing to NTT, neither it nor any of its Affiliates:
- (i) are designated on any list of entities or individuals subject to economic sanctions, export controls, or similar trade or investment restrictions issued by any government, including, without limitation, Japan, the European Union, the United Kingdom, Australia, Singapore, and the United States; and
- (ii) are nationals of, or located or organized under the laws of, North Korea, Syria, Cuba, Iran, or the regions of Crimea (including Sevastopol), Donetsk and Luhansk; and
- (iii) are majority owned or controlled, directly or indirectly, by one or more persons described in subclauses (a) or (b);
- (d) it will not (nor will it permit any Affiliate to) sell, distribute, disclose, release, or otherwise transfer any item, commodity, software, or technical data as those terms are used in Trade Compliance Laws) provided by NTT to Supplier under the Agreement to:
- (i) any country designated as a 'State Sponsor of Terrorism' by the U.S. Department of State;
- (ii) any entity located in, or owned by an entity located in a 'State Sponsor of Terrorism' country or North Korea;



- (iii) the region of Crimea (including Sevastopol), Donetsk and Luhansk; or
  - (iv) any person or entity listed on any Trade Sanctions List.
- 13.2 Supplier will notify NTT in writing within ten (10) business days of learning of any inaccuracy in, or violation of, the commitments, representations, and warranties in clause 13.1 above. A breach of these Terms is a material breach of the Agreement.
- 13.3 If any time during the terms of the Agreement, NTT (i) discovers that Supplier has procured or attempted to procure any Products or Service from any individual, entity or organization that appears on any Trade Sanctions List, or (ii) NTT reasonably determines that this Agreement would expose NTT (or any Affiliate of NTT) to any sanction, liability, prohibition, penalty, or restriction under any Trade Compliance Laws, then NTT will have the right to immediately terminate the Agreement by written notice to Supplier. Supplier will promptly indemnify and hold NTT harmless from any losses, damages, penalties, or liabilities arising from such prohibited procurement activities. Supplier acknowledges that this provision is a material term of the Agreement.
- 13.4 Supplier shall have the sole responsibility for obtaining any permit, license, exemption, or other government authorization, including any export or re-export authorization, required under any Trade Compliance Laws, in connection with Supplier's performance of the Agreement and the provision of any Products or Services (including the transfer of any item or technical data under this Agreement) to NTT, any affiliate of NTT, or to a Client on NTT's behalf (where applicable).
- 13.5 NTT assumes no responsibility for, and will not be liable for, any costs incurred or loss resulting from, Supplier's violation of Applicable Laws, including Supplier's failure to obtain any permit, license, exemption, or other government authorization pursuant to clause 13.4 above. Without limiting any termination rights reserved by NTT under the Agreement, in the event NTT is prevented from timely performing any obligation because of the denial, delay, cancellation, withdrawal, or non-renewal of any permit, license, exemption, or other government authorization required for NTT's performance under any Applicable Laws, NTT's failure to perform will be excused for as long as Supplier's non-compliance persists.

#### 14 AUDIT RIGHTS

NTT and its authorized representatives will have a right, both during the term of the Agreement and up to twenty-four (24) months after termination, to audit Supplier's records relating to these T&Cs to verify compliance with these T&Cs and the accuracy of Supplier's charges. At a minimum, six (6) years of written records relating to performance and charges under these T&Cs will be maintained by Supplier.

#### 15 TERM AND TERMINATION

- 15.1 These T&Cs commences on the Effective Date, will continue for an initial term of twelve (12) months and, unless otherwise terminated in accordance with this clause 15, will automatically renew for successive renewal terms of twelve (12) months upon expiration of the initial term or any renewal term unless and until a party terminates these T&Cs upon expiration of initial term and then-current term by giving at least sixty (60) days prior written notice, provided that to the extent there are any SOWs and/or POs that extend beyond the expiration date of the Agreement, the terms of these T&Cs will continue to apply to such SOWs and/or POs until they expire or are otherwise terminated in accordance with this clause 15 or as otherwise set out therein.
- 15.2 Each SOW and PO shall contain mutually agreed terms specifically for the Goods and/or Services to be supplied by the Supplier, which shall take effect upon the parties having duly signed on the same and shall continue to take effect until the relevant SOW and/or PO for the Supplier is terminated in accordance with the terms thereof (unless otherwise superseded by other terms as may be mutually agreed upon between the parties in writing).
- 15.3 NTT may at its discretion terminate these T&Cs and/or any SOW or PO hereunder immediately upon delivery of written notice if the Supplier (a) commits a material breach that cannot be remedied; (b) commits a material breach that can be remedied but fails to do so within 30 days after receiving prior written notice detailing the breach; or (c) becomes subject to a Bankruptcy Event. In the event Supplier is exercising its termination rights for NTT's material breach pursuant to (a) and (b) of this clause 15.3, such rights will be limited to terminating the SOW and/or POs under which such material breach occurred.
- 15.4 Notwithstanding anything contained in the relevant SOW and/or PO to the contrary, NTT may terminate these T&Cs and/or any or all SOWs or POs hereunder for any reason or for convenience by giving no less than thirty (30) days prior written notice to Supplier without incurring any liability (including but without limitation to payment of any early cancellation charges) to Supplier. Subject to clause 15.5(iii), Supplier shall cease performing the applicable Services and/or providing the applicable Goods on the date of termination specified in such notice.
- 15.5 Upon the expiration or termination of these T&Cs and/or any SOW or PO (i) each party will be released from all obligations to the other

arising after the date of expiration or termination, except for those which are either expressed to survive its expiration or termination, or which it is contemplated by their nature or context that they are to survive (including, without limitation, confidentiality, data protection obligations, warranties, indemnities and limitation of liability), (ii) NTT will be liable to Supplier only for those Services which having been performed by Supplier to the satisfaction of NTT by way of issuing written acceptance or confirmation in support and those conforming Goods delivered to NTT through the date of termination, and (iii) where applicable, the Supplier shall continue to support NTT's clients (including without limitation maintenance or support services) for all current, valid and unexpired subscriptions or orders until such time such subscriptions or orders expire.

- 15.6 The termination rights provided herein will be without prejudice to any other right or remedy available to the terminating Party. Failure to notify the other Party of an alleged breach of these T&Cs will not be considered a waiver of that breach.

#### 16 DELAYS

- 16.1 Supplier acknowledges that time is of the essence in the performance of its obligations under these T&Cs. If the Supplier believes that it may not be able to provide NTT with the Goods and/or Services by the relevant due date set out in the PO or SOW, as applicable, the Supplier will:
- (a) promptly provide NTT with notice in writing, with such notice containing: (i) the reasons for the anticipated delay; (ii) an estimate of the additional time that Supplier believes it will need to meet its obligations; (iii) details of (1) actions the Supplier intends to take to minimize the delay and (2) the Supplier recommendations of tasks to be done by NTT to minimize the delay (if any); and
  - (b) commit such additional resources at no additional cost to NTT (including suitably qualified and experienced personnel) in order to: (i) accelerate work to ensure provision of the delayed performance as soon as is reasonably possible; and (ii) reasonable ensure performance of all subsequent obligations on time; and
  - (c) use its best commercial efforts to require any authorized third party supplier or subcontractor of any Goods and/or Services, whose fault or delay has caused or contributed to the delay, to: (i) allocate a suitably qualified technical person to assist in overcoming the delay until the delay has been overcome; (ii) allocate a manager of sufficient seniority to supervise the implementation of the remedy for the delay by the authorized third party supplier or subcontract and to report to NTT on the progress thereof; and (iii) implement any other procedures for the minimization of the delay as may be set out in a project management plan agreed to by NTT and Supplier.
- 16.2 Notwithstanding anything else in this clause 16, if Goods and/or Services are more than fourteen (14) days late for any reason other than a cause attributable to NTT or an event set out in clause 16.1 below (Force Majeure), NTT may terminate the relevant PO or SOW with immediate effect, with no liability to Supplier for the delayed Goods and/or Services and NTT may procure similar substitute products or services from alternate suppliers.

#### 17 GENERAL TERMS

- 17.1 Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Agreement. If any events or circumstances prevent the Supplier from carrying out its obligations under the Agreement for a continuous period of more than twenty-one (21) days, NTT may terminate this Contract immediately by giving notice to the Supplier.
- 17.2 Business Administration Data. Supplier acknowledges and accepts, without the need for further notification or consent (unless required by Applicable Laws), that NTT may transfer (both domestically and cross-border) and disclose Supplier's business administration data (including contact information for relevant Supplier personnel) to NTT's (and its Affiliates') personnel, subcontractors, and third-party service providers that have a need-to-know such information for the purposes of administering the performance of these T&Cs. NTT will process and maintain such business administration data, including any Personal Data contained therein, in accordance with its privacy policies and Applicable Laws, provided that Supplier remains solely responsible for obtaining any individual consents or authorizations that may be required in connection with the contemplated processing activities set out in this clause 17.2.
- 17.3 Notices. Any notice required in connection with these T&Cs must be in writing and will be deemed given when (a) delivered in person,

(b) received by mail (postage prepaid, registered or certified mail, return receipt requested), or (c) received by an internationally recognized courier service (proof of delivery received by the noticing party) at the physical notice address (as identified in the table above), with an electronic copy sent to the electronic notice address (as identified in the table above).

17.4 **Governing Law; Jurisdiction.** The laws of Hong Kong, without regard to its choice-of-law principles, govern the construction and enforcement of these T&Cs and the parties irrevocably agree that the courts of Hong Kong will have exclusive jurisdiction to settle any dispute that arises in connection with these T&Cs.

17.5 **Assignment.** Supplier may not assign or subcontract these T&Cs, SOW or PO (or any of its rights or obligations thereunder), in whole or in part, to any party without the prior written consent of NTT. Any assignment or transfer without such written consent shall be null and void. If NTT consents to Supplier subcontracting its rights or obligations hereunder, Supplier will (a) ensure that the subcontractor commits, in a legally enforceable contract, to obligations and requirements that are the same or no less restrictive than those set out herein and (b) be responsible for all acts, omissions, and breaches of these T&Cs and any SOW and/or PO by its subcontractor(s) to the same extent as if Supplier had committed such act, omission or breach itself. These T&Cs shall inure to the benefit of, and be binding upon, the successors and assigns of NTT without restriction.

17.6 **No Variation.** No variation of these T&Cs will be effective unless it is in writing and duly signed by NTT and Supplier. The terms and conditions of these T&Cs shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment, "click-through", "shrink-wrap" or other document submitted by Supplier.

17.7 **Severability.** If any provision of these T&Cs shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.8 **Waiver.** A waiver of any default hereunder or of any term or condition of these T&Cs shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

17.9 **Non-Solicitation.** Supplier may not, during the term of these T&Cs and for a period of twelve (12) months after its termination or expiration (including termination or expiration of all POs and/or SOWs entered hereunder), directly or indirectly (whether by itself or through the use of a third party):

- (a) engage, recruit or employ any employee of NTT who is or was at one time involved in the performance of these T&Cs, unless such employee responds (without prompting from the hiring party or any representative acting on its behalf) to a general advertisement made in good faith for the purposes of recruitment and not merely to circumvent this clause;
- (b) solicit (or otherwise circumvent NTT to deal directly with) any client of NTT for the purpose of offering such client goods or services which are substantially similar to or compete with the Goods or Services being provided by NTT through or in connection with these T&Cs; and
- (c) interfere with, disrupt, alter, or attempt to disrupt or alter, the relationship (contractual or otherwise) between NTT and any client being provided Goods or Services through or in connection with these T&Cs.

Nothing in this clause will have the effect of limiting Supplier's obligations in respect of Confidential Information to the extent any information relevant to the restrictions in this clause 17.9 are also subject to the express limitations and restrictions set out in clause 11 above.

17.10 **No Exclusivity.** This is not an exclusive agreement. NTT is free to engage others to perform Services or provide Goods the same as or similar to Supplier's.

17.11 **No Third Party Rights.** A person who is not a party to the Agreement shall not have any rights under or in connection with it. For the avoidance of doubt, the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) shall not under any circumstances apply to this Agreement, and only NTT and the Supplier may enforce any term of this Agreement.

17.12 **Entire Agreement.** These T&Cs are the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof.

**APPENDIX A**  
**ADDITIONAL TERMS**

In addition to the terms and condition set out above, the following additional terms apply to Supplier's performance of the Agreement. To the extent of any inconsistency between the terms and conditions set out above and the additional terms in this Appendix A, the terms in this Appendix A will prevail. This Appendix A is divided into multiple parts addressing different aspects of Goods, Services and/or Work Product that may be supplied to NTT. More than one part may apply to Supplier's performance of the Agreement depending upon the scope of the Goods, Services and/or Work Product provided.

**PART 1 – ADDITIONAL TERMS APPLICABLE TO GOODS**

If Supplier is providing Goods under the Agreement, the following additional terms will apply:

- (a) **Delivery.** Delivery of Goods will be made pursuant to the schedule, via the carrier and to the place specified on the applicable PO, consistent with Incoterms®<sup>1</sup> 2010 rules. NTT may reschedule any delivery at any time prior to shipment of the Goods. NTT will not be subject to any charges or other fees as a result of such rescheduling. NTT reserves the right to return all Goods received in advance of the delivery schedule shipping charges collect. If no delivery schedule is specified, the order will be filled promptly and delivery will be made by the most expeditious form of land transportation. Supplier will promptly notify NTT if it is unable to deliver the Goods within the time specified. In the event Supplier fails to deliver the Goods within the time specified, NTT may, at its option, decline to accept the Goods and terminate the PO or may demand its allocable fair share of Supplier's available Goods and terminate the balance of the PO. Supplier will be liable for the actual and reasonable costs and damages NTT incurs if NTT purchases replacement Goods elsewhere due to the failure of Supplier to deliver such Goods within the required time.
- (b) **Packaging.** Supplier will package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. NTT's PO number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.
- (c) **Risk of Loss; Damaged Goods.** Unless otherwise specified on the PO (which will be interpreted in accordance with Incoterms® 2010 rules), the following terms will apply. Supplier assumes all risk of loss of the Goods until receipt by NTT. Title to the Goods will pass to NTT upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed or damaged prior to title passing to NTT, NTT may at its option cancel the PO or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of, or damage to, the Goods is partial, NTT will have the right to require delivery of the Goods not destroyed or damaged.
- (d) **Warranties.** Supplier represents and warrants that all Goods provided will (i) be new and will not be used or refurbished, unless expressly agreed by NTT in writing, (ii) be free from defects in design, materials and workmanship and will conform to all applicable specifications for a period of fifteen (15) months from the date of delivery to NTT or for the period provided in Supplier's standard warranty covering the Goods, whichever is longer, (iii) be free of and clear of all liens, security interests or other encumbrances and Supplier has good title to the Goods, (iv) not infringe or misappropriate any third party's Intellectual Property Rights (v) if Goods are hardware, be free from defects in design, materials and workmanship and be new and unused and not contain used or repaired parts (unless otherwise expressly agreed by NTT) and (vi) if such Goods are software, not contain any free open source software ('FOSS'), code or other component designed to disrupt, disable, harm, erase, permit unauthorized access to NTT's data or systems, which includes or implements any worms, Trojan horses, viruses or other harmful code, or contains any time-sensitive code or other disabling devices or key lock that has the potential or capability of causing any unplanned interruption of the operations of the software. Supplier hereby agrees that it will make spare parts available to NTT for a period of five (5) years from the date of shipment at Supplier's then current price, less applicable discounts. Additionally, Goods purchased will be subject to all written and oral express warranties made by Supplier's suppliers and manufacturers. All warranties will be construed as conditions as well as warranties and will not be exclusive. To the extent that it is more favorable to NTT than the foregoing warranties, Supplier will furnish to NTT Supplier's (or the applicable suppliers or manufacturer's) standard warranty and service guaranty applicable to the Goods. All warranties and service guaranties will run to, and be enforceable by, both NTT and to its clients. If NTT identifies a warranty problem with the Goods during the warranty period, NTT will promptly notify Supplier of such problems and will return the Goods to Supplier, at Supplier's expense. Within ten (10) business days of receipt of the

returned Goods, Supplier will, at NTT's option, either repair or replace such Goods, or credit NTT's account for the same. Replacement and repaired Goods will be warranted for the remainder of the warranty period or twelve (12) months, whichever is longer.

- (e) **Software.** To the extent any software is incorporated into any Goods provided to NTT, Supplier hereby grants NTT a worldwide, non-exclusive, royalty-free, perpetual and transferable license to use such software for NTT's business purposes, including, if applicable, providing services to its clients. In the case of software supplied for resale by NTT, Supplier grants NTT a non-exclusive right to supply or sub-license the software to its clients. As between NTT and Supplier (i) Supplier retains all right, title and interest in and to any software provided hereunder, including all rights under any applicable patents, copyright, trademarks, and trade secrets and does not convey any proprietary interest therein to NTT other than the licenses granted hereunder and (ii) all right, title, and interest in and to the following will vest in NTT and will be the sole and exclusive property of NTT, and NTT does not convey any proprietary interest therein to Supplier: (1) any data used in combination with the software or (2) all output derived from the use of the software. In the event a copy of any software provided hereunder become(s) damaged or destroyed through no fault of NTT, Supplier agrees to promptly provide NTT with replacement copy.
- (f) **Inspection.** NTT will have a reasonable time after receipt of Goods to inspect them for conformity hereto, and Goods received prior to inspection will not be deemed accepted until NTT has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of such testing will not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the Agreement, NTT will have the right to reject such Goods. Nonconforming Goods will be returned to Supplier freight collect and risk of loss will pass to Supplier upon NTT's delivery to the common carrier
- (g) **Hazardous Materials.** Supplier represents and warrants that: (i) if Goods include hazardous materials, Supplier understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials and will provide a safety data sheet to NTT and (ii) no Goods contain any substance or material that is subject to a reporting requirement under Applicable Law.
- (h) **Customs.** Upon NTT's request, Supplier will promptly provide NTT with a statement of origin for all Goods and any customs documentation for Goods wholly or partially manufactured outside of the country to which they are delivered.
- (i) **Sole Remedy.** For the purchase of Goods, Supplier's sole remedy in the event of breach of these T&Cs by NTT will be the right to recover damages for any losses it may incur if it is unable to resell the relevant Goods, which in no event will exceed the purchase price specified in the applicable PO. No alternate method of measuring damages will apply to this transaction. Supplier will have no right to resell Goods for NTT's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by NTT and any resale so made will be for the account of Supplier.
- (j) **UN Convention.** The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it will not apply to the terms and conditions of these T&Cs or any PO hereunder.

**PART 1A – ADDITIONAL TERMS APPLICABLE TO ANY FREE OPEN SOURCE SOFTWARE INCORPORATED INTO ANY GOODS OR SERVICES**

If there are any free open source software incorporated into the Goods or Services under the Agreement, the following additional terms will apply:

- (a) Supplier warrants it is in compliance with the terms and conditions of all applicable open source licenses ("Open Source Licenses") for any FOSS used in connection with the Goods or Services and that:-
  - (i) NTT has the right under the Open Source Licenses to use the Goods and Services without any further license requirements;
  - (ii) it has not used the FOSS in such a way that would obligate NTT (and any client) under the terms of such Open Source Licenses to distribute or make available to any third party the source code of any NTT Material and/or Client Material (where applicable);
  - (iii) to Supplier's best and actual knowledge, there has not been any claim or alleged claim that all or any portion of the FOSS may infringe a third party's IP rights; and
  - (iv) Where applicable, the NTT has the right under the Open Source Licenses to resell or distribute the software to the clients as permitted by these T&Cs without any further license requirements; and that the clients have the right under the Open Source Licenses to use the Services without any further license requirements.

- (b) For the purposes of these T&Cs, the use of the terms 'FOSS', 'NTT Material' and 'Client Material' shall refer to the following:-
  - (i) 'Free and Open Source Software' or 'FOSS' means software subject to one or more licenses that meet the Open Source Definition published by the Open Source Initiative (OpenSource.org) or the Free Software Definition (published by the Free Software Foundation) or similar license.
  - (ii) 'NTT Material' shall mean any NTT Data and any other materials, equipment, software, data, documentation and information owned, developed or licensed by or for the NTT and either used, transmitted, installed, stored or processed by the NTT in connection with its use of the Goods and Services or provided by NTT to Supplier for use, transmission, installation, storage or processing in connection with the provision of the Services.
  - (iii) 'Client Material' means client's data and any other materials, equipment, software, data, documentation and information owned, developed or licensed by or for an client and either used, transmitted, installed, stored or processed by the client in connection with its use of the Goods and Services (as either a standalone Service or as part of an integrated service offering by NTT) or provided by the client to NTT or Supplier for use, transmission, installation, storage or processing in connection with the provision of the Services (as either a standalone Service or as part of an integrated service offering by NTT).

**PART 2 – ADDITIONAL TERMS APPLICABLE TO SERVICES GENERALLY**

If Supplier is providing Services under the Agreement, the following additional terms will apply:

- (a) **Warranties.** Supplier represents and warrants that (i) all Services will be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures, and conforming to any applicable occupational health and safety standards, (ii) the Services will be completed in accordance with applicable specifications and will be correct and appropriate for the purposes contemplated in these T&Cs, (iii) the performance of the Services will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Supplier is bound or infringe or misappropriate any third party's Intellectual Property Rights, and (iv) if such Services are software as a service ("SaaS"), not contain any free open source software ("FOSS"), code or other component designed to disrupt, disable, harm, erase, permit unauthorized access to NTT's data or systems, which includes or implements any worms, Trojan horses, viruses or other harmful code, or contains any time-sensitive code or other disabling devices or key lock that has the potential or capability of causing any unplanned interruption of the operations of the software.
  - (b) **SaaS support and maintenance** (where applicable). The Supplier shall provide all applicable and relevant support and maintenance services if the Services being provided is of the SaaS model. Parties shall enter into a separate Service Level Agreement reflecting the specific obligations of the Supplier with respect to support and maintenance services for the SaaS Service.
  - (c) **Supplier Personnel.** Supplier represents and warrants that:
    - (i) all Supplier Personnel assigned to any projects pursuant to a SOW have been subject to an industry standard background check or the equivalent including (A) verification of identity, employment history, and academic credentials, (B) check for criminal violations (for all counties for the last seven years) including crimes involving violent behaviour, drugs and crimes of dishonesty, and (C), to the extent permissible under Applicable Law, drug screening.
    - (ii) Supplier Personnel (A) with any record of violent behavior, (B) who have been convicted of any felonies, (C) who have been convicted of misdemeanors involving illegal drugs, fraud or moral turpitude, (D) who fail to pass drug screening for illegal drugs or (E) who pose a national security risk to any country in which such Supplier Personnel may be assigned to provide Services will not be assigned to NTT.
- If NTT is dissatisfied with a particular Supplier Personnel for failing to perform the Services in accordance with the policies, programs and procedures of NTT and if Supplier has failed to correct the individual or individuals' performance promptly following notice from NTT, then NTT, at its option and without prejudice to its other rights and remedies, has the right to demand the Supplier to immediately remove such Supplier Personnel, and Supplier, at NTT's request, will remove such Supplier Personnel on demand and furnish a replacement(s) acceptable to NTT as soon as reasonably practicable.
- (d) **Contract Workers; Consultants.** If Supplier provides any temporary



contract workers, consultants, or similar temporary workers to supply the Services under a SOW or subcontracts the Services under the SOW, Supplier shall take all necessary steps including without limitation applying for all necessary permits, licenses, approvals or consents under the Applicable Laws to ensure that NTT is not deemed an employer of such contract workers/consultants and the Supplier shall indemnify, defend, and hold NTT and its Affiliates (including NTT's and its Affiliates' respective officers, directors, agents and employees) harmless from and against all third party claims and associated liabilities, damages, losses, expenses (including attorneys' fees, any regulatory or statutory fines, assessments and penalties and cost of suit arising, directly or indirectly, out of or in any way connected with the breach of this clause (d).

- (e) **Ownership.** As between Supplier and NTT, the following will remain the sole property of NTT and Supplier must return the same to NTT on completion of the Services or at NTT's request, whichever is earlier: (i) all tools, materials, equipment supplied by or on behalf of NTT and (ii) all NTT Data, including Personal Data and Protected Data (as applicable).
- (f) **Transition Services.** Unless otherwise set out in the SOW, NTT will have the right to continue to exercise use of the Services, (at the same rates, terms and conditions) for a period of up to six (6) months from the date of termination or expiration of such SOW ("Transition Period").

**PART 3-- ADDITIONAL TERMS APPLICABLE TO NTT DATA**

If Supplier is providing Services that require access to or use, processing, hosting, transfer or storage of NTT Data, the following additional terms will apply:

- (a) **Ownership.** Consistent with clause (d) of Part 2, Supplier agrees that NTT Data will remain the property of NTT.
- (b) **Restrictions on Use.** Supplier is provided, during the term of the applicable SOW, a license to use NTT Data hereunder for the sole and exclusive purpose of providing the Services. This license will terminate automatically upon expiration or termination of the applicable SOW (or, as applicable, any Transition Period thereunder).
- (c) **Minimum Necessary Access.** Supplier will limit access to, and use of, NTT Data to only Supplier Personnel that need to access or use NTT Data to provision or support the Services. Supplier will (i) procure that such Supplier Personnel are informed of and comply with all applicable restrictions and requirements applicable to NTT Data, as set out in these T&Cs and applicable SOW and (ii) be fully responsible for any breach of such restrictions and requirements by Supplier Personnel.
- (d) **Data Security.** Without limiting Supplier's obligation of confidentiality, Supplier will be responsible for implementing and enforcing an information security program, consistent with the requirements of all applicable global industry standard certifications including but not limited to the ISO/IEC 27000 standard, PCI DSS Level 1 compliance and/or AICPA SOC 2 Type II certification in accordance with the AICPA Trust Service Criteria and all mandatory certifications under the Applicable Laws that is designed to:
  - (i) ensure the security and integrity of the NTT Data;
  - (ii) protected against any anticipated threats or hazards to the security or integrity of the NTT Data;
  - (iii) protect against unauthorized access to or use of the NTT Data,
  - (iv) ensure the proper disposal of NTT Data;
  - (v) prevent any loss or corruption of NTT Data; and
  - (vi) ensure that all permitted subcontractors, if any, comply with the foregoing.

Without limiting the generality of the foregoing and where applicable, Supplier's information security program must, at a minimum, comply with the security measures as provided in writing by NTT to the Supplier in a separate agreement in the format below.

Control	Description
Physical Access	Where applicable, details are to be provided in writing in a separate document
System Access	Where applicable, details are to be provided in writing in a separate document
Data Access	Where applicable, details are to be provided in writing in a separate document

Data Transfer	Where applicable, details are to be provided in writing in a separate document
Data Entry	Where applicable, details are to be provided in writing in a separate document
Data Segregation	Where applicable, details are to be provided in writing in a separate document
Task Segregation	Where applicable, details are to be provided in writing in a separate document
Availability	Where applicable, details are to be provided in writing in a separate document
Organizational / Workforce	Where applicable, details are to be provided in writing in a separate document

- (e) **Security Breaches.** In the event of any unauthorized access to or use of NTT Data or any loss or corruption of NTT Data ("Security Incident"), Supplier must:
  - (i) immediately notify NTT (no later than 24 hours after reasonably suspecting the occurrence of a Security Incident);
  - (ii) provide all available information (at the time of notification and as is subsequently discovered) regarding the Security Incident, including identification of the impacted NTT Data and/or systems, the duration and any other information reasonably requested by NTT;
  - (iii) take immediate steps to mitigate the harmful effects of the Security Incident, including those requested by NTT; and
  - (iv) cooperate with NTT efforts to satisfy its obligations (1) to any third parties (including any clients of NTT) impacted by the Security Incident or (2) under any Applicable Laws.

In the event any specific security breach or incident notification and/or mitigation obligations are set out in the terms applicable to Personal Data or Protected Data or otherwise required by Applicable Laws, those more specific obligations will take precedence over these general terms.

- (f) **Information Security Audit.** In addition to the audit rights granted in clause 13 above, NTT (and its representatives) will have the right to audit Supplier's premises and information security program, upon reasonable advance notice, in order to confirm Supplier's compliance with the terms set out in this Part 3.
- (g) **Obligations on Termination.** Upon expiration or termination of the applicable SOW, Supplier must (1) immediately provide NTT with a final export of the NTT Data in a standard and readable format and (2), upon NTT's written verification of receipt and validation of such NTT Data, permanently delete or destroy all NTT Data (including copies thereof) in Suppliers possession.
- (h) **Personal Data.** To the extent any NTT Data accessed, used, processed, stored, hosted or transferred by Supplier in accordance with this Part 3 is Personal Data, Supplier will only access, use, store, process, host or transfer such Personal Data only in accordance with lawful and reasonable instructions of NTT and comply with all Applicable Laws in respect of such Personal Data in the performance of the Services, and the parties will enter into additional agreements reflecting the jurisdiction specific compliance requirements with respect to such Personal Data (including, but not limited to, the execution of a data processing agreement and, as necessary, the EU standard contractual clauses)
- (i) **Protected Data.** To the extent any NTT Data accessed, used, processed, stored, hosted or transferred by Supplier in accordance with this Part 3 is Protected Data, the parties will enter into additional agreements reflecting the industry, jurisdiction or other specific compliance requirements with respect to such Protected Data.

**PART 4-- ADDITIONAL TERMS APPLICABLE TO WORK PRODUCT**

If Supplier is providing any Work Product under the Agreement, the following additional terms will apply:

- (a) **Work Product.** To the extent permissible under Applicable Laws, Work Product will be considered work made for hire pursuant to the U.S. Copyright Act, 17 U.S.C. §§ 101 et seq., and any foreign equivalent thereof. All Work Product will at all times be and remain the sole and exclusive property of NTT. To the extent, if any, that NTT does not own full rights, title and interest in and to the Work Product, Supplier hereby agrees to irrevocably assign and transfer to NTT and does hereby assign and transfer to NTT all of its worldwide right, title and interest in and to the Work Product including all associated Intellectual Property Rights. NTT will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade

secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that NTT deems appropriate. Supplier agrees (i) to disclose promptly in writing to NTT all Work Product in its possession, (ii) to assist NTT in every reasonable way, at NTT's expense, to secure, perfect, register, apply for, maintain, and defend for NTT's benefit all Intellectual Property Rights and all other proprietary rights or statutory protections in and to the Work Product in NTT's name as it deems appropriate, and (iii) to otherwise treat all Work Product as NTT Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of these T&Cs. To the extent, if any, that this clause does not provide NTT with full ownership, right, title and interest in and to the Work Product, Supplier hereby grants NTT a perpetual, irrevocable, fully paid, royalty free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, and import the Work Product, with the right to sublicense each and every such right. Supplier will ensure that Supplier Personnel appropriately waive any and all claims and assign to NTT any and all rights or any interests in any Work Product. Supplier irrevocably agrees not to assert against NTT or its direct or indirect customers, assignees or licensees any claim of any Intellectual Property Rights of Supplier affecting the Work Product.

- (b) Supplier Intellectual Property. Notwithstanding the foregoing, "Work Product" will not include (i) standard Goods manufactured by Supplier or a third party and sold to NTT without having been designed, customized or modified for NTT and (ii) any works conceived or reduced to practice by Supplier which were developed entirely on Supplier's own time without using equipment, supplies, facilities, trade secrets or Confidential Information of NTT ("Supplier Intellectual Property"), unless such works (A) relate to NTT's business or NTT's actual or demonstrably anticipated research or development, or (B) such works result from any Services performed by Supplier for NTT. Supplier grants to NTT and its Affiliates a nonexclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sub-licensable license to any Intellectual Property Rights in the Supplier Intellectual Property to the extent necessary for NTT and its Affiliates to exercise their rights in the Goods, Services or Work Product as reasonably contemplated by these T&Cs.
- (c) Warranty: Supplier shall warrant any such Work Product will conform to the Supplier's published specifications and documentation and be free from defects in design, materials and workmanship.

#### **PART 5- ADDITIONAL TERMS APPLICABLE TO NTT PREMISES**

If Supplier is provided with access to any facilities or premises owned, leased, licensed or operated by NTT or NTT's Affiliates or clients ("NTT Facilities") under the Agreement, the following additional terms will apply:

- (a) NTT Premises Requirements. Supplier will:
- (i) comply with all policies and other directions issued by NTT from time to time while accessing NTT Facilities;
  - (ii) take all reasonable precautions to avoid injury or damage to people and property while accessing NTT Facilities;
  - (iii) not interfere with NTT's activities or those of any other person on NTT Facilities;
  - (iv) immediately notify NTT on becoming aware of any event that results in, or has the potential to result in, personal injury or ill health to any person on NTT Facilities; and
  - (v) not bring any toxic, hazardous or otherwise regulated substance or material onto any NTT Facilities except to the extent necessary to perform its obligations under the Agreement, and then Supplier may do so only to the extent that Supplier (A) complies with all Applicable Laws, (B) provides all appropriate warnings and notifications to NTT and (C) provides NTT with all information necessary for NTT to comply with any obligations that are imposed upon NTT due to the existence of such substance or material (alone or together with other substances or materials).
- (b) Confidentiality. Supplier will ensure that any Supplier Personnel granted access to NTT Facilities have agreed to confidentiality obligations in accordance with clause 11 above or, if requested by NTT, execute written confidentiality undertakings directly with NTT.

#### **APPENDIX B**

#### **ANTI-BRIBERY AND ANTI-CORRUPTION POLICIES** **("ABAC POLICIES")**

1. Supplier is and will remain in compliance with the laws of Hong Kong and any other anti-corruption laws or regulations applicable to the Services it will perform under the relevant SOW and/or PO.
2. Supplier will not, and nor will any of its officers, employees, representatives or agents ("Associated Parties"), directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in PO and/or SOW with others) any payment, gift or other advantage with respect to any matters which are the subject of the relevant PO and/or SOW which (i) would violate any anti-corruption laws or regulations applicable to Supplier, (ii) is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper ("Corrupt Act"). For the purposes of this Agreement, "Public Official" includes, without limitation, any person holding or acting on behalf of a person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organisation, any political party or an official thereof or any candidate for any political office, any Associated Party of any government or any department, agency, or part thereof, or of any state owned enterprise or joint venture/partnership with a state owned enterprise (including a partner or shareholder of such an enterprise) or of a public international organisation, or any person acting in an official capacity for or on behalf of any such government or department, agency, or part thereof, or for or on behalf of any such public international organization.
3. Supplier further agrees and undertakes not to seek, directly or indirectly, improperly or corruptly to influence or attempt to influence a Public Official to act to the advantage of either of the parties or otherwise to perform their duties improperly, and not to use any of the proceeds of any payments made under relevant PO and/or SOW (including in particular the fees), directly or indirectly, for this purpose or otherwise for the purpose of or in connection with any Corrupt Act.
4. Supplier represents and warrants that it and its Associated Parties have not engaged in any Corrupt Act prior to the date of relevant PO and/or SOW.
5. To the best of its knowledge and belief, neither Supplier nor any of its Associated Parties has at any time: (i) been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct); (ii) admitted to having engaged in any Corrupt Act (or similar conduct); or (iii) been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct).
6. Supplier further agrees and undertakes: (i) to provide any such information as NTT may reasonably require by notice in writing in order to monitor Supplier's compliance with its obligations under clauses 2 and 3 of ABAC Policies; and (ii) to notify NTT immediately in writing if, at any time, it becomes aware that any of the representations set out at clauses 4 and 5 of ABAC Policies are no longer correct.
7. During the term of relevant PO and/or SOW, Supplier shall (i) properly and accurately record in its books and records all transactions which relate in any way to relevant PO and/or SOW or to services provided by Supplier under it ("transaction records"), (ii) provide copies of the transaction records, and/or any other such information as NTT may reasonably require by notice in writing in order to monitor Supplier's compliance with its obligations under clauses 2 and 3 of ABAC Policies and (iii) maintain accurate and complete books and records and internal controls sufficient and of such quality, consistent with generally applicable accounting principles and practices, to permit an audit of the books and records by an internationally recognised firm of public or chartered accountants or their equivalent, and which would, following that audit, result in an unqualified audit opinion with respect to Supplier's financial statements.
8. Without prejudice to clause 10 of ABAC Policies, in the event NTT considers that there may have been a breach of clauses 2 or 3 of ABAC Policies, NTT may notify Supplier by notice in writing ("Advice Letter") of the suspected breach.
9. Following the issuance of an Advice Letter, NTT, where permitted by law, will investigate the suspected breach ("Investigation") and Supplier shall provide any information and assistance reasonably requested by NTT in connection with such Investigation. Where permitted by law, Supplier shall have the opportunity to respond to the findings of the Investigation. If no time period for a response is notified, such response



should be provided within 14 days of the date of the findings of any Investigation being notified to Supplier by NTT.

10. Where NTT is not permitted by law to investigate the matter, it may terminate the relevant SOW and/or PO forthwith.
11. Following issuance of the Advice Letter, any right to payment of the fees will be suspended.
12. Where NTT reasonably considers the results of the Investigation to provide prima facie evidence of a breach of the relevant SOW and/or PO and the breach is incapable of remedy or has not been remedied within 20 days of the date of the notification of the findings of the Investigation to Supplier, the relevant SOW and/or PO will be terminated forthwith. NTT shall notify Supplier of the date of termination in writing as soon as practicable.