

NTT DATA Service Description

Office 365 with NTT DATA

Introduction

NTT DATA is pleased to provide Office 365 with NTT DATA services 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 your sales representative.

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.
- Additional items that are not included are mentioned below.

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.

Overview

Office 365 is a cloud based productivity and collaboration solution, hosted by Microsoft. User based licensing provides customers with the benefit of being able to scale up and down their subscriptions as needed. Office 365 delivers tremendous value in one affordable subscription.

Customers who elect to purchase their Office 365 subscription from NTT DATA receive the added benefit of assisted setup, migration and on-boarding services as well as 24x5 end-to-end support (“Support”).

The purpose of this document is provide information on what is included in the initial setup, migration and onboarding services provided to NTT DATA’s Office 365 customers.

Scope

An overview of the scope of the setup, migration and on-boarding services is shown in the following table. Additional information on the services provided is contained in the following sections.

Included in the service:	Optional services(with additional charges):
<ul style="list-style-type: none"> • Welcome Email & Support Information • NTT DATA Customer Control Panel • Adding Customer Domains • Service Users and Licenses • NTT DATA on Demand Migration for Email • Quest On Demand Migration Portal • Mailbox Migration Process • Excluded from the service: <ul style="list-style-type: none"> • Office 365 Suite Deployment • Infrastructure Changes • Mail Routing • Skype for Business • Compliance Support 	<ul style="list-style-type: none"> • User Account Synchronization • Exchange Hybrid Mode
Excluded from the service:	
	<ul style="list-style-type: none"> • Configuration of customer on premise systems • Configuration of firewalls to support access to Office 365 • Changes to customer proxy servers to support Office 365

Assumptions

1. The Customer will inform their users of any outages required, the migration timing and ensure that users are logged off when required for data migration.
2. Appropriate outage periods will be scheduled by the Customer if required.
3. The Customer will schedule sufficient time to complete the migrations and allow for the work to be undertaken and completed in accordance with the agreed schedule.
4. The Customer will take appropriate backups of data prior to the migration being commenced.

Welcome Email & Support Information

When a customer purchases a NTT DATA Office 365 subscription, they will receive a Welcome Email. The Welcome email includes information on how to access Microsoft services, contact details for the 24x5 support service and additional information that may assist the customer in setting up their Office 365 subscription.

NTT DATA Customer Control Panel

The NTT DATA Customer Control Panel is a web-based secured portal used by NTT DATA Office 365 customers in some countries to manage their NTT DATA Office 365 subscriptions. The customer will use the NTT DATA Customer Control Panel to do the following tasks:

- Assign and manage service users (assign users to available licenses)
- Setup and configure the customer's own domain name
- Increase or decrease license counts
- Initiate the data migration process through the use of the NTT DATA on-demand migration tool

Countries where the NTT DATA Customer Control Panel is not available will use the Microsoft Online Services portal to manage their subscriptions.

Support will assist the customer in completing all of these tasks in either the NTT DATA Customer Control Panel or in the Microsoft web portal.

Adding Customer's Own Domain Name

On creating a new Office 365 subscription the customer is allocated an onmicrosoft.com domain name. The customer's own domain name is typically personalized or created for the purpose of representing an individual or a business or group.

The customer's own domain name can be added through the NTT DATA Customer Control Panel homepage or Microsoft Online Services portal. Support will assist the customer through this process including domain verification with some domain service providers.

Service Users and Licenses

Adding service users and assigning licenses grants access to usage of the purchased NTT DATA Office 365 licenses. The process of adding users and licenses can be completed in the NTT DATA Customer Control Panel under Microsoft Office 365 tab or on the Microsoft Online Services portal. The Support team will assist the customer through this process.

NTT DATA On Demand Migration for Email

As part of the NTT DATA Office 365 subscription, NTT DATA provides an On Demand Migration tool for email. This can be accessed through the NTT DATA Customer Control Panel under NTT DATA on Demand Migration for Email tab in countries where the Control panel is available. Support will guide the customer through the following steps:

- Activating the Migration Account
- Updating the Account Information
- Retrieve Activation/Verification Code (via email)

This will enable the customer to access the Quest On Demand Migration Portal. The Quest On Demand Migration tool supports the migration process, allowing the customer to automatically migrate the user mailbox data into Office 365. This automatic migration is supported from the source servers listed below:

- POP
- IMAP
- Zimbra
- GroupWise
- Lotus
- Exchange Online
- Microsoft Exchange On-Premise 2003 and up
- Hosted Exchange 2003 and up
- Google Apps

Support will guide the customer through the setup and migration process.

Alternative Mailbox Migration Tool

In some instances, it is preferable to use the Microsoft provided Office 365 migration tool. This tool can be used for mailbox migrations from:

- Microsoft Exchange 2003
- Microsoft Exchange 2007
- Microsoft Exchange 2010
- Microsoft Exchange 2013

Support will assist customers in the setup and operation of the Microsoft Office 365 migration tool

Mailbox Migration Process

To assist in proving a good end user experience, a pilot migration may first be performed. The pilot users should reflect typical mailbox usage such as shared mailboxes and calendars. Once the pilot migration testing has been performed by the customer, Support will assist the customer in moving the remaining mailboxes according to the agreed schedule.

It is important to note that permissions to mailboxes don't persist between Office 365 and on-premises. That's is, a mailbox in the cloud can't access a mailbox based on premises and vice versa, to maintain permissions they must be in the same system.

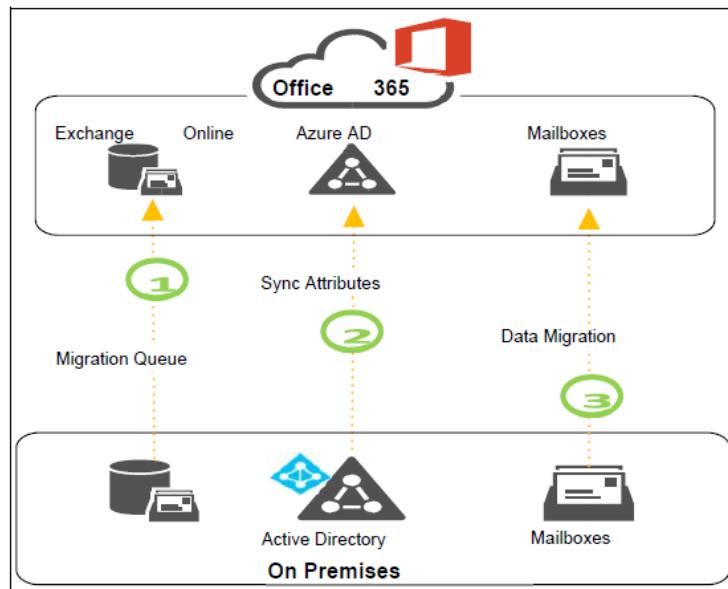


Figure – Migration Process

Office 365 Suite Deployment

Support will assist the customer in setting up their environment for the deployment of the Office Suite of applications to the user's desktop and mobile devices.

Support will advise the customer in how to deploy and use Microsoft's Office Deployment Tool (ODT).

It is the customer's responsibility to complete the deployment and setup of the individual user's Office suite on their devices.

Infrastructure Changes

A number of small but significant changes are required to support using Office 365. Support will provide advice and suggestions to the customer on the changes required to their infrastructure to support the operation of Office 365, including:

- Public DNS records to verify and consume Office 365 services
- Changing the default User Principle Name (UPN) in AD from UPN.local to UPN.vanity domain.
- Checks to the user accounts to be synced that they meet the requirements.
- Firewall configurations for advanced setup.
- List of Office 365 URL, ports and IP addresses to be whitelisted.

Mail Routing

Mail routing will depend on the preferred setup of the end-user. The following scenarios are in-scope for a hybrid setup:

- Internet to Local Mail Gateway > On-Premise Exchange or Office 365 Exchange Online
- Internet to On-Premise Exchange > Exchange Online Protection > Exchange Online
- Exchange Online > Exchange Online Protection > On-Premise Exchange
- Exchange Online > Exchange Online Protection > Local Mail Gateway > On-Premise

Exchange for regular setup, mail routing will be determined by the Mail Exchange (MX) record.

For customers that prefer to retain third party SPAM filters (e.g.: MX logic, etc.), MX record will be pointed to the Mail Gateway and the Mail Gateway will forward to Office 365.

Support will assist the customer in setting up the appropriate mail routing.

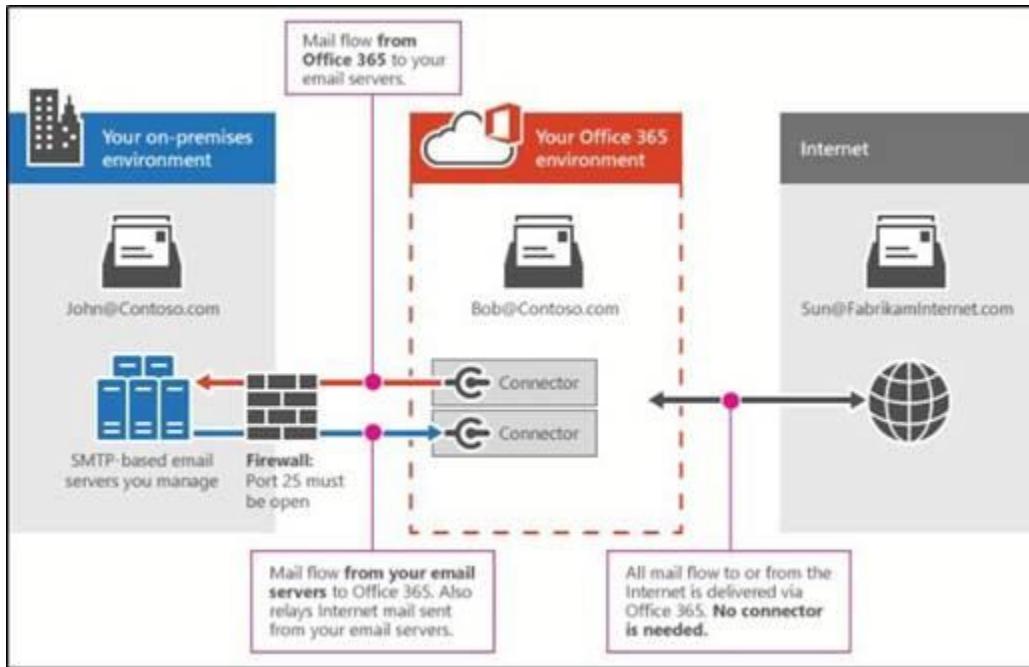


Figure - Connectors in Office 365 (including Exchange Online or EOP) work with your own email servers

Skype For Business

Skype for Business will be configured to allow users to send messages and schedule Skype for Business web conferences (voice and video) and share applications. It will be enabled for all licensed users. The service will be configured to allow federation to other Skype for Business users.

Compliance Support

Support will assist customers in the setup of compliance systems, such as those available to make external backups of email data for data retention purposes.

For mailbox data previously stored on premise, Support will provide advice to customers on how to restore this data into Office 365. It is the customer's responsibility to perform the restoration.

Support will also assist the customer in using the native Office 365 Litigation On-Hold function that is available in the Enterprise Plans.

User Account Synchronization

User account and password synchronization will be performed with the Azure AD Connect tool (formerly known as DirSync).

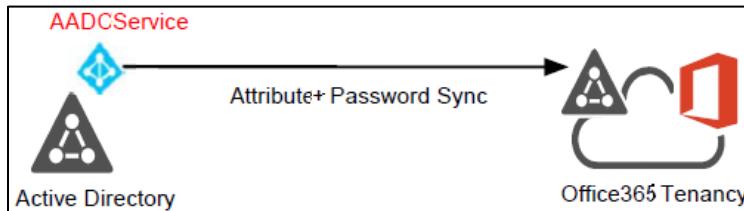


Figure – Azure AD Connect Process

Azure AD Connect is a small application that is installed on a server that is joined to the customer's domain that will synchronize the user accounts and passwords to the Office 365 tenancy. This will allow users to log on to their Office 365 accounts with the same user accounts and passwords that they use on the customer's domain. This tool does not achieve single sign-on but provides a same sign on experience. The Azure Active Directory Connect can be installed on an existing domain controller server but it is preferable to install this on a standalone server.

Support will assist the customer in deploying and configuring Azure AD Connect.

Exchange Hybrid Mode

A hybrid deployment offers customers the ability to extend the feature-rich experience and administrative control they have with their existing on-premises Microsoft Exchange organization to the cloud. A hybrid deployment provides the seamless look and feel of a single Exchange organization between an on-premises Exchange Server 2010/2013 organization and Exchange Online in Microsoft Office 365. In addition, a hybrid deployment can serve as an intermediate step to moving completely to an Exchange Online organization.

Hybrid mode allows for the seamless migration of mailbox data to Office 365. Compared to other methods it has many advantages, including:

- Batch migration moves
- Automatic Outlook profile reconfiguration with no requirement to re-download a cached mailbox to Outlook post migration
- Ability to move a mailbox back on premises
- Familiar Exchange management interface

Support will advise the customer in the setup of hybrid Exchange configuration. It is the customer's responsibility to perform any on premise changes to support Exchange hybrid mode.

Offer Specific Customer Responsibilities

Customer will be responsible for:

- Training staff to a minimal level of competency on Office 365, feature configuration, and maintenance.
- Administrative functions for Active Directory related to Office 365 services purchased from NTT DATA.
- Maintenance of on-premise infrastructure.

- Recovery of on-premise infrastructure in the event of an outage, including restoring data and applications.

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. **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 NTT DATA's Cloud Solutions 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	www.nttdataservices.com/en-us/contracts	www.nttdataservices.com/en-us/contracts
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.

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 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.

Supplemental 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.

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