



NTT DATA Cloud Services Partner Terms & Conditions

Microsoft Azure

V2.2

STATEMENT OF CONFIDENTIALITY

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NTT DATA Cloud Services Partner Terms & Conditions: Microsoft Azure

Your Agreements with NTT DATA

Your purchase and use of software, services, and solutions through NTT DATA Cloud Services is Governed by and subject to the following terms and conditions: 1) the NTT DATA Cloud Solutions Agreement; 2) the applicable Service Description included herein; and 3) an Order Form for your services. The Order Form may be presented in hard copy or online in connection with your selection and purchase of cloud services. Additional terms and conditions, such as software license agreements or terms of use may be presented in connection with your purchase and use of software, services, or solutions available through NTT DATA Cloud Services. Collectively, these agreements comprise your NTT DATA Cloud Services Agreement or your “Agreement”.

By your signature on an Order Form incorporating this Agreement by reference, your confirmation of agreement to the terms and conditions of this Agreement as presented online, or by your use of a NTT DATA Cloud Services, you indicate your agreement to the terms and conditions set forth herein.

1. NTT DATA Cloud Solutions Agreement

Unless otherwise agreed upon in writing between you and NTT DATA, the NTT DATA Cloud Solutions Agreement or an equivalent agreement, applicable to the location where you made your purchase, will govern the sale of NTT DATA Cloud Services to you. The NTT DATA Cloud Solutions Agreement is available at us.nttdata.com/en/contracts for the United States. For other countries, the NTT DATA Cloud Solutions Agreement or an equivalent agreement, as referenced on your Order Form, is available on the us.nttdata.com/en/ website for your particular country. The NTT DATA Cloud Solutions Agreement or an equivalent agreement, as referenced on your Order Form, is also available in hardcopy upon request. The parties acknowledge having read and agree to be bound by such online terms. Such terms shall be deemed incorporated by reference herein.

2. Service Description & Supplemental Terms of Service

The following services are provided pursuant to this Service Description: Microsoft Azure

Additional subscription services and optional services, such as point-of-need support, installation, consulting, and professional or training services, may be available for purchase from NTT DATA and subject to a separate service description or supplemental terms of service. In the absence of separate terms, such services are provided pursuant to this Agreement.

3. Order Form

“Order Form” means the documents for placing orders hereunder that are entered into between you and NTT DATA, which includes the price, quantity, and duration, if applicable, of subscription service(s).

Supplemental Terms & Conditions Applicable to Microsoft Azure

In addition to the Agreement, these supplemental terms and conditions of service apply solely with respect to your use of the Microsoft Azure products and services reflected on an Order Form.

Microsoft Azure products and services, available for purchase from NTT DATA, may be subject to a separate service description or supplemental terms of service presented in connection with your use of NTT DATA Microsoft Azure. In the absence of separate terms, such services are provided pursuant to this Agreement.

If there is a conflict between the NTT DATA Cloud Services Partner Terms and Conditions and any of the other documents that comprise the Agreement (“**Conflicting Terms**”), the terms of the NTT DATA Cloud Services Partner Terms and Conditions (“**Prevailing Terms**”) will take precedence over the Conflicting Terms solely with respect to your use of Microsoft Azure products and services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms.

By entering this Agreement, you acknowledge and agree that this transaction and your use of the Microsoft Azure services are governed by and subject to the following separate agreements between you and Microsoft Corporation:

- (1) Microsoft Cloud Agreement, a current version of which is located here:

<https://docs.microsoft.com/en-us/partner-center/agreements>, select United States: English, and

- (2) Microsoft Online Service Agreement (referenced in Microsoft Cloud Agreement, applicable to customers using online services, including Azure), a current version of which is located here:

<https://www.microsoft.com/en-us/servicesagreement>, search for Microsoft Online Service Terms (English)

You further acknowledge and agree that NTT DATA is a reseller of Microsoft branded software and related hosting services, and that the Microsoft Corporation will be solely responsible for maintaining, supporting and hosting all such cloud-hosted Microsoft offerings, including, without limitation, Azure software and Microsoft Office 365 software (together, “Cloud Applications”). You acknowledge and agree that you will not hold NTT DATA liable for, and hereby release NTT DATA from any claims with respect to, any damages, costs, and expenses suffered by you that are caused by the Cloud Applications. This includes, without limitation, any claims related to: (a) Cloud Applications not being available for use by you because of a service outage or other cause; (b) a loss of any of your data stored or processed by the Cloud Applications including, without limitation, any personally identifiable information of any person; and (c) the performance or functionality of the Cloud Applications.

Access and use of the services made available by Microsoft Azure will be charged based on actual monthly usage, as selected by you, at the rates in effect for the month being billed as stated at <https://azure.microsoft.com/en-us/pricing/#product-pricing>.

You may also contact your NTT DATA sales representative for assistance obtaining any of these documents.