Uptime

Proactive Support Services Agreement

IT Service Integration

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Contents

1 Definitions and Interpretations

1.1 In this document:

"Change Advisory Board (CAB)" means a group of people that support the assessment, prioritisation, authorisation, and scheduling of changes.

"Client System" means the Client's service desk system, selected processes and workflows which will be integrated as part of the Service.

"Pre and post-sales Questionnaire" means the assessment that is performed as a pre and post-sales activity by NTT to collate the Client's information required by NTT to commence Transition.

"Project Schedule" means the document that sets out the tasks, task dependencies, sequencing, resourcing, and time schedule of the activities that comprise delivery of Transition, and facilitates tracking of progress of Transition.

"Task" means a record generated by the Client System or the NTT Management System and transmitted as part of the Service.

1.2 Any other terms used in this document not defined above shall have the meaning given to them in the Uptime Agreement.

Transition

2 Prerequisites

2.1 NTT is only able to commence the Transition process if the Client has completed the *Pre and post-sales Questionnaire* and returned it to NTT.

2.2 If, at any time, NTT determines that any of the answers to the *Pre and post-sales Questionnaire* are incorrect and that NTT's ability to complete the Transition process will be impeded or impacted, NTT may:

(a) assess the impact and provide the Client with a proposal for the work required and associated costs, to continue the Transition process; or

(b) cease the Transition process and recover the Transition Fee from the Client.

3 Documents

3.1 During Transition, the following documents will be produced:

Document Name	Description
IT Service Integration Project Handbook	The NTT project manager will complete and maintain the IT Service Integration Project Handbook which is used during Transition. This document goes hand-in-hand with the IT Service Integration Specification document. Al l supporting documents will be referenced from this document, and it will act as the basis of the acceptance for the Service's implementation.
IT Service Integration Specification	Template for the NTT project team to document the functional and technical specification details required to establish the Service during Transition.
IT Service Integration Workflow Mapping	Workflow mapping template and example for an project implementation which is used during Transition.
IT Service Integration Field Mapping	Field mapping template which is used during Transition.
IT Service Integration Value Mapping Template	Value mapping template and worksheet which is used during Transition.
IT Service Integration UAT Functional Test Case Sample	Sample test cases for functional and/or user acceptance testing (UAT) which is used during Transition.

4 Transition Project

NTT's obligations

4.1 NTT will assign a project manager to the Client during Transition, whose role will include:

(a) creating the IT Service Integration Project Handbook;

(b) acting as a primary point of contact for the Client in respect of project activities;

(c) monitoring and managing the project;

(d) maintaining overall governance and compliance with contractual obligations;

(e) scheduling and facilitating project review meetings; and

(f) bringing key issues and applicable recommendations identified in the course of the project to the attention of the Client.

4.2 The scope of the Service and the Transition process will be dependent on the Client purchasing one or more of the following workflows, as listed in the Client's Records of Entitlement:

(a) Incidents;

(b) Service Requests;

(c) Change Requests; or

(d) Problems.

The Client's obligations

4.3 The Client will make the following resources for the Transition process:

(a) a business owner to be responsible for the project deliverables;

(b) a project manager to manage and coordinate the Transition effort, as the primary point of contact;

(c) a business analyst and/or process manager to understand requirements, help define operational process and provide direction to developers, should have an understanding of the Client System and operational process;

(d) developer(s) to develop the integration interface between NTT's Management System and the Client System, ensuring that data is aligned between systems for integrated elements and defines the value mapping; and

(e) Client System agent(s) to participate throughout Transition.

5 Change in project scope

5.1 Where the Client requests any changes to the agreed Service project scope contained within the *IT Service Integration Project Handbook*, such requests will be assessed to determine the additional work effort required and associated costs.

5.2 Where there are additional associated costs, a quotation will be provided to the Client.

5.3 On acceptance of the quotation, the *IT Service Integration Project Handbook* will be updated and the changes will be implemented.

6 Requirements analysis and technical specification

NTT's obligations

6.1 NTT must:

(a) confirm the Client's requirements, based on information requested by NTT and provided by the Client, and from the *Pre and post-sales Questionnaire*;

(b) document and make available the results of the requirements analysis;

(c) schedule a workshop with the Client, at a time and place agreed between the Parties, to determine the functional specifications; and

(d) make suitably skilled representatives available to at tend the workshop, including the resources set out in clause 4.3

The Client's obligations

6.2 The Client must:

(a) provide NTT with any information reasonably requested to complete the *IT Service Integration Specification* document and *IT Service Integration Project Handbook* document;

(b) work with NTT to understand connectivity and transport protocol requirements;

(c) work with NTT to configure and test connectivity and transport protocols;

(d) work with the NTT to document the technical specification;

(e) co-ordinate the review and approval of the *IT Service Integration Specification* document and *IT Service Integration Project Handbook* document within the its organization;

(f) make any changes to the Client System to accommodate the exchange of Tasks for the integration; and

(g) make suitably skilled representatives available to attend the workshop, including the resources set out in clause 4.3.

6.3 The Client acknowledges that:

(a) the accuracy of data recorded is subject to the aligned processes in the *IT Service Integration Workflow Mapping*;

(b) the accuracy of data recorded is subject to the aligned fields in the *IT Service Integration Field Mapping*. If further fields are required, it will need to be reviewed as to whether possible and whether any Additional Charge will be incurred by the Client;

(c) the accuracy of data recorded is subject to the aligned fields in the *IT Service Integration Value Mapping Template*;

(d) successful field alignment is reliant on the compatibility of both NTT and the Client's associated ITIL processes;

(e) where the Client requires a virtual private network (VPN) or REST API connectivity, this is outside of the standard service and will be quoted as an Additional Charge; and

(f) NTT makes use of parent to child functionality in the management of Incident and Event Tasks, which may or may not be compatible with the Client's System.

7 Implementation and testing

7.1 Upon the Client's approval to proceed, NTT will work with the Client to perform configuration, implementation as well as unit, functional and user acceptance testing as documented in the *IT Service Integration Specification* document.

7.2 Each party will perform testing on their respective testing environments.

7.3 Testing will be performed in accordance with the following documents, in which the obligations of each party will be agreed and set out:

(a) the IT Service Integration Specification document; and

(b) the IT Service Integration UAT Functional Test Case Sample.

7.4 The Client will complete work instructions for, and train its Client System agents on:

(a) how to manage integration transactions between the parties and systems;

(b) the ITIL defined operational processes that support the bi-directional integration between the Client System and NTT's Management System; and

(c) the manual process to be followed in the event of integration failure.

8 Deployment to production

The Client's obligations

8.1 The Client must:

(a) configure the Client System;

(b) deploy any required integrations onto the production Client System;

(c) confirm field mapping is ready for use and aligned;

(d) migrate development data, routing and configuration data onto the relevant areas of the production Client System;

(e) deploy the interface, configuration, value mapping and value mapping to the production Client System;

(f) communicate with their respective stakeholders; and

(g) activate the Service.

Mutual obligations

8.2 NTT and the Client must:

(a) where possible, deploy any required changes into their respective production systems simultaneously; or

(b) disable the integration between the production systems until such time as both parties are able to deploy any required changes into their respective production systems and ready to re-enable the integration.

8.3 The "Service Commencement Date" starts subsequent to the activation of the production systems on both the NTT and the Client Systems.

9 Post go-live support

9.1 Post go-live support will be performed by NTT's and the Client's resources for a period of one week.

10 Assumptions

10.1 NTT assumes that:

(a) the Client System has the capability of exchanging electronic transactions via the internet with the Service;

(b) information provided by the Client to NTT during the course of the Transition process is accurate and complete;

(c) all requested documentation and/or information will be provided to NTT within two Business Days from receipt of the request, preferably in soft copy; and

(d) the Client will respond promptly to questions, decisions and approvals, in a timeframe suitable to the Project Schedule.

10.2 The Client accepts that:

(a) members of NTT's project team may perform their duties through a combination of on-site and off-site activities;

(b) members of NTT' s project team will not work exclusively on the project; and

(c) NTT will provide:

(i) documentation project deliverables in electronic form only; and

(ii) the project deliverables during Business Hours.

Services

11 Introduction

11.1 The Service offers the Client visibility, within their the Client System, into the status and resolution of Tasks affecting their IT infrastructure. By integrating the NTT Management System and the Client System, the Client can:

(a) open new Incidents, Change Requests, Service Requests and Problem requests;

(b) exchange files and information; and

(c) see the status of Tasks in real-time, through a secure, predefined interface and protocol for exchanging information.

11.2 The Service allows the Client and NTT to efficiently collaborate on the resolution of one or more of the following workflows, as purchased by the Client and listed on the Client's Record of Entitlement

(a) Incidents;

(b) Service Requests;

(c) Change Requests; or

(d) Problems.

11.3 This collaboration is achieved by the Client and NTT sharing Task information, and performing any associated Task management processes in a consistent manner.

11.4 In the performance of the Service, the Client may be required to transfer to NTT personal information and data relating to its staff, directors and officers, agents, subcontractors, or independent contractors (**"Client's Personal Data"**). To the extent that any of the Client's Personal Data is transferred to NTT, NTT shall be allowed to process the Client's Personal Data to perform the Service.

12 Workflow automation

NTT's obligations

12.1 NTT will integrate between the NTT Management System and the Client System the fields for the workflows specified by the Client in *the IT Service Integration Field Mapping*.

13 Advanced message tracking

NTT's obligations

13.1 NTT must if requested by the Client, track the Task's transferred between the NTT Management System and the Client System and advise the Task's delivery status, including:

(a) if the Task update has been sent;

(b) if the Task update has been received;

(c) if the Task update has been processed; or

(d) if there have been any partial Task delivery issues.

14 Ongoing Support

14.1 Where the Client raises a Service Request which is not in respect of the Service, NTT reserves the right to fulfil the request at an Additional Charge.

14.2 All Change Requests will be implemented at an Additional Charge.

NTT's obligations

14.3 NTT must:

(a) notify the Client of any changes to the integration or systems that will have an adverse effect on the Service;

(b) notify the Client in advance of any required maintenance work that could have an adverse effect on the Service;

(c) respond to any identified Incidents with the Service; and

(d) work with the Client identify solutions for the Incidents.

The Client's obligations

14.4 The Client must:

(a) notify NTT of any changes that will affect the integration of the Service;

(b) submit Change Requests to NTT no fewer than five Business Days prior to NTT's next scheduled Change Advisory Board meeting;

(c) assist NTT in identifying solutions for Incidents with the Service; and

(d) implement fixes as recommended by NTT.