

# NTT DATA Business Solutions Platform as a Service, Supplemental Terms and Conditions

## 1. The Agreement

These Terms of Use (“Terms”) form the agreement (“Agreement”) for a user (“User”) gaining access to or making use of the Platform (“Platform”) The Platform is a Platform as a Service (PaaS) cloud solution that allows User to make use of the available product and services for various data processing as defined in the Functional Description <https://nordics.nttdata-solutions.com/standard-documents-download>. Regardless of products, services or other offerings defined or implied defined in these Terms, the Platform may not be used outside the scope of the intended use (“Intended Use”) defined in the Functional Description.

The Agreement to use the Platform can either be entered through a purchase order, by signing up to the Platform or by other legal means. In any event, if the platform is accessed by the User, an Agreement between the User and NTT DATA Business Solutions is formed.

Platform content is provided “AS IS”. To the fullest extent allowable by law, NTT DATA Business Solutions does not guarantee or warrant any features or qualities of any information provided.

User warrant that the User represents and act with the full authority, right, and capacity to enter the Agreement and these Terms. If the User is unwilling or unable to comply with the Terms, the use of the Platform must discontinue immediately.

NTT DATA Business Solutions reserves the right to update these Terms at its own discretion, if the changes are required to uphold or improve security, extend availability, to comply with regulatory requirements, or comply with judicial or governmental orders.

## 2. Software End User License Agreement (EULA)

The Terms are governed by the End User License Agreement, at <https://nordics.nttdatasolutions.com/standard-documents-download>. In case of any conflict between these Terms and the End User License Agreement, the End User License Agreement shall prevail.

## 3. User Provided Information

For any registered User on the Platform, NTT DATA Business Solutions may use User email address and other provided contact information to send messages needed for the use of the Platform. This may include, but not limited to password resets, purchase confirmations and data breach warnings.

The current version of NTT DATA Business Solutions Privacy Policy for the Platform at <https://nordics.nttdatasolutions.com/standard-documents-download> is an integrated part of this Agreement.

#### 4. User Account Information Accuracy

When creating a user account on the Platform, the User guarantees that the information provided is accurate, complete, and current. NTT DATA Business Solutions has the right to terminate any user account that holds wrongful, inaccurate, or obsolete information.

It is the responsibility of the User to observe good IT-security practices for the user account and associated passwords. The User is responsible for all actions completed under the user account. User information and Password are personnel and may not be shared. In the event the User becomes aware of any potential or actual misuse or otherwise unauthorized use of the user account, the User shall inform NTT DATA Business Solutions immediately.

The User may not undertake a username of another person or entity that is not lawfully available for use, or a name, trademark or by other means infringe third party rights and reputation.

#### 5. Additional Product and Service Offers

NTT DATA Business Solutions may offer specific services in relation to the use or the use of the data. The terms of such product and service offers shall be concluded in a written agreement.

#### 6. Limitation in Use (Excluded Use)

The Platform may NOT be used

- a. In any way that violates any applicable national or international law or regulation.
- b. For the purpose of exploiting, harming, or attempting to exploit or harm individuals or entities. c. Any incriminating content.
- d. To impersonate or attempt to impersonate another person or entity.
- e. In a way that infringes upon the rights of others, or in any way that is obscene, discriminating, threatening, fraudulent or harmful to an individual or an entity.
- f. To compromise the Platform's security features and restrictions.
- g. Use any program or other automatic devices, process, or means without NTT DATA Business Solutions' prior explicit written consent, to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- h. Use of Personal Data or data that could lead to the identification of an individual.
- i. For any private use.

- j. To build services that compete against the Platform or its infrastructure partners.
- k. To process any data that is subject to regulation under the Directive (EU) 2022/2555 - "NIS2".
- l. To copy, modify, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, rent information from the Platform without this being clearly agreed on by a separate legal binding agreement.

## 6.2 Compliance with Local Laws

User agree to comply with laws from the country in which the User reside that are applicable to the transmission of data on the Internet, including, but not limited to laws governing the transmission of data across international boundaries, into prohibited countries, and containing personally identifiable information.

## 7. Confidential Information

"Confidential Information" means the information supplied by either NTT DATA Business Solutions or the User, to the Platform which has been identified as confidential and/or proprietary or in the alternative, would be understood to be confidential by a reasonable person.

### 7a. Use of Confidential Information

Both NTT DATA Business Solutions and User may only use the other's Confidential Information as necessary to perform under the Agreements, and must not use or disclose, either during or after the termination of its relationship, such information, unless such disclosure is legally required to do so by judicial or governmental order ("Required Disclosure"). In the event of required disclosure, the disclosing party shall give written notice to the other part prior to the disclosure.

### 7b. Use of Non-Confidential Information and User Information

User acknowledge that provided data, except for information provided under section 3 and 7, to the Platform is subject of being used for analytic purposes by NTT DATA Business Solutions. NTT DATA Business Solutions is granted a non-exclusive, worldwide, royalty-free right to process the data as as NTT DATA Business Solutions sees fit and use any data or combination of data for providing information to NTT DATA Business Solutions customers or other 3. party. Further NTT DATA may access the provided data for the purpose of a) ensure the data complies with the requirements in section 6 b) any technical support need for the performance of the Platform.

## 8. Changes to Service and Service Level Agreements

NTT DATA Business Solutions reserves the right to withdraw or amend Platform product and service, or any other material provided via the Platform, by the sole discretion of NTT DATA Business Solutions. NTT DATA Business Solutions shall not be liable if for any reason all or any part of the Platform is unavailable at any

time or for any period unless a written Service Level Agreement is entered between the User and NTT DATA Business Solutions.

#### **9. Third Party Web Sites, Services and Devices**

The Platform may contain links to third-party web sites, services or devices that is unrelated to NTT DATA Business Solutions. As such NTT DATA Business Solutions assumes no responsibility or liability for the content, privacy policies or practices of any of these third-party web sites, services or devices.

#### **10. Termination for Cause / Termination for Convenience**

NTT DATA Business Solutions may terminate or suspend user account without prior notice in the event User is in material breach (“Material Breach”) of these Terms. For the benefit of doubt any breach of a specifically defined term in this Agreement is defined as Material Breach.

If the Agreement is terminated for convenience or cause, all provisions of the Terms forming the Agreement of confidentiality and ownership provisions, shall survive the termination of this Agreement.

#### **11. Governing Law and Other Provisions**

Unless otherwise agreed the Platform is created and controlled by NTT DATA Business Solutions AS (Denmark). The laws of the Kingdom of Denmark govern this Agreement. without giving effect to any principles of conflicts of laws.

If any provision of these Terms is held to be invalid, illegal or unenforceable for any reason, by a court or other tribunal of competent jurisdiction, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.