



Service Product Description

# Staffing Service

24 January 2013

NTT Ltd's staffing service provides technically skilled resources typically used on a temporary basis to augment client personnel for various long and short term project engagements. NTT Ltd can supply temporary personnel with specific information technology based skills and certifications.

### Staffing Service process

Client will identify to NTT Ltd the general nature, duration and specific skills (if any) required for the requested staffing service as well as the location(s) where such services will be performed. The specific detail of any Staffing Services provided hereunder shall be determined and supervised by Customer.

NTT Ltd shall provide Client with a quotation detailing the hourly or daily rate for the applicable level(s) of resource(s) required and the number of hours per day and number of days per week that the resources are available for work. The quoted price is based on resources working during normal business hours from Monday to Friday 8:00AM to 5:00PM (local time) excluding holidays. If the client requires the resource(s) to work outside of normal business hours than the applicable charge will be the greater of \$100 per hour or 150% of the applicable business day rates. When long term staffing engagements are applicable then the client and the assigned resources will agree on periods during which the resource will not be available due to vacation time of other reasons.

Client will authorize staffing services by agreeing to a statement of work with NTT Ltd, or via our Direct system. Such statement of work or Direct Quote will specify all details of the engagement including type of resource, term of service, applicable daily or hourly labor rates, location of service, and other required information. NTT Ltd will invoice client for actual hours or days worked by the NTT Ltd provided resource(s). Unless otherwise set forth in a statement of work, any total pricing specified in a statement of work is an estimate for budgeting purposes and is not a commitment to complete any specified task within the estimated time frame or cost. Client is fully responsible for the direction of the NTT Ltd supplied resources and services provided by such resource are not subject to any form of client acceptance. If client is not satisfied with the service supplied by a resource then client must notify NTT Ltd and NTT Ltd will remove that resource from the engagement and provide a replacement resource in a timely manner.

Staffing resources supplied by NTT Ltd may not be hired by client as an employee unless specifically agreed to by NTT Ltd in writing. When a staffing resource is eligible to be hired as a client employee such resource(s) will be specifically identified by title and name in the corresponding statement of work. When a right to hire has been agreed to in a statement of work for a specified resource, client will, during the term of the applicable statement of work, have the right to hire that resource. In the event that client elects to hire any such resource(s) the client will pay NTT Ltd a conversion fee as specified in the table below.

Staffing service hours worked by the resource prior to hire date	Conversion fee
0 – 120 hours	25% of the resource's first year base salary
120 hours – 120 Work days (8 hours / day)	15% of the resource's first year base salary
120 work days (8 hours / day)	0%

### Affirmation action

NTT Ltd is an equal employment opportunity employer. NTT Ltd's employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, sexual orientation, age, religion, creed, mental or physical disability, medical condition, marital status or veteran status. NTT Ltd will, in the course of performing any staffing service for a client comply with all applicable federal and state non-discrimination and hiring laws.

### Audit rights

In order to confirm compliance with the right to hire terms specified above client must agree to allow NTT Ltd to inspect its books and records related to any staffing resource(s) supplies by NTT Ltd. Any such inspection will occur no more than one (1) time in any six-month period and will be done at NTT Ltd's sole cost and expense. NTT Ltd will provide client with reasonable prior written notice, to conduct such inspection and will comply with any client specified non-disclosure and confidentiality requirements. If it is determined that conversion fees are owed to NTT Ltd, client must promptly pay the applicable fees to NTT Ltd and client will reimburse NTT Ltd for the costs of the inspection. In no event will NTT Ltd's failure to enforce its right of inspection be deemed to be a waiver of such right or the right to recover unpaid conversion fees.