



MA Reference No.: _____

AT&T Applications and Equipment Addendum to Agreement

Appendix D to DIR Contract No. DIR-SDD-2004

Customer	AT&T
Customer Legal Name Street Address: City: State/Province: Zip Code: Country:	AT&T Corp. or enter the International Affiliate Name

This is an Addendum to the Agreement identified above between the customer named above ("Customer") and the AT&T entity named above ("AT&T"). This Addendum is effective when signed by both Customer and AT&T. Software and Purchased Equipment Terms in Customer's current Agreement do not apply with respect to Pricing Schedules executed on or after the effective date of this Addendum.

CUSTOMER: <Insert Customer's Legal Name>

AT&T Corp.

By: _____
(by its authorized representative)

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

AT&T Applications and Equipment Addendum to Agreement**Appendix D to DIR Contract No. DIR-SDD-2004****1. APPLICATION OF ADDENDUM**

This Addendum applies to Purchased Equipment, Software and Technical Services.

2. DEFINITIONS

- (a) "API" - An application program interface that Customer's Application Program generally may use to make a resources request from the Implementer Program of the API. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.
- (b) "Application Program" - a software application employing one or more APIs provided under this Agreement.
- (c) "Customer Personal Data" - personal data that Customer provides or makes accessible directly or indirectly to AT&T that AT&T collects, holds or uses in the course of providing Services.
- (d) "Implementer Program" - an implementer program against which an Application Program makes a resources request.
- (e) "AT&T Software" - software, including APIs, and all associated written and electronic documentation and data licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.
- (f) "Technical Services" - services provided by personnel of AT&T or its subcontractor set forth in a Pricing Schedule or Statement of Work ("SOW") and Appendix C of DIR Contract No. DIR-SDD-2004. A SOW referencing the -Agreement also shall be deemed a Pricing Schedule.
- (g) "Purchased Equipment" - equipment and other products AT&T provides under this Agreement to Customer. Purchased Equipment includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.
- (h) "Services" - products and services AT&T provides under this Agreement.
- (i) "Software" - AT&T Software and Vendor Software.
- (j) "Software as a Service" or "SaaS" - Service delivery model in which AT&T hosts software and its associated data and in which Customer will typically access the Service using a thin client, normally a web browser over the Internet.
- (k) "Third-Party Service" - A service provided directly to Customer by third parties under a separate agreement between Customer and the third party.
- (l) "Vendor Software" - software, including APIs, and all associated written and electronic documentation and data AT&T provides to Customer, other than AT&T Software. Vendor Software does not include software that is not furnished to Customer.

3. PURCHASED EQUIPMENT AND VENDOR SOFTWARE WARRANTY

- (a) AT&T shall pass through to Customer all manufacturer warranties that apply to Purchased Equipment and Vendor Software. Except as set out in Section 3(a), ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

4. TITLE AND RISK OF LOSS - PURCHASED EQUIPMENT

Title to and risk of loss of Purchased Equipment passes to Customer on delivery and acceptance by manufacturer or supplier to the transport common carrier; provided that if AT&T also provides Installation Services in connection with the Purchased Equipment, title and risk of loss passes to Customer on Customer's acceptance of such Services.

5. LICENSE TERMS, RESTRICTIONS, USE REQUIREMENTS

- (a) Software is provided subject to the terms, conditions and restrictions of DIR Contract No. DIR-SDD-2004 and of the applicable license agreement which is a separate agreement between Customer and the licensor. Customer's execution of the Pricing Schedule under which Software is provided is Customer's agreement that it has reviewed and will comply with the license agreement.
- (b) The manufacturer or licensor of Purchased Equipment may have additional license terms or use requirements or restrictions. Customer must agree to and comply with such terms, requirements or restrictions.
- (c) Software as a Service may be subject to additional license terms or use requirements or restrictions. Customer must agree to and comply with such terms, requirements or restrictions.
- (d) Third-Party Services are provided pursuant to the terms of Customer's agreement with the third party. Customer must agree to and comply with such third-party terms. AT&T is not a party to that agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility under this Agreement is to place Customer's orders for Third-Party Services, except that AT&T may invoice Customer for the Third-Party Services.

6. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property are not applicable. No customization will be done.

7. INDEPENDENT CONTRACTOR

Each party is an independent contractor. Neither party controls the other, and neither party nor its affiliates, employees, agents or contractors are affiliates, employees, agents or contractors of the other party.

8. TECHNICAL SERVICES

- (a) Technical Services under this Agreement will be performed in a workmanlike manner that meets commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Technical Services.

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- (b) Customer will provide a single point of contact for AT&T to obtain necessary cooperation and information in connection with providing Technical Services. AT&T may rely on information provided by Customer and is not responsible for any errors or omissions in such information.
- (c) Upon completion of Technical Services, Customer must either sign the acceptance document AT&T presents or provide within five business days of the service completion date written notice to AT&T identifying any non-conforming Technical Services. If Customer fails to provide such notice, Customer is deemed to have accepted the Technical Services.
- (d) Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors performing Technical Services for one year following termination of the Pricing Schedule under which the Services were performed without the prior written consent of AT&T.
- (e) If there is a delay in providing Technical Services that was not caused by AT&T, Customer may incur additional costs, including labor costs. Such a delay may impact future schedules.
- (f) AT&T may store at no charge to AT&T, a reasonable amount of AT&T's or subcontractor's equipment, materials, tools and other items necessary for the performance of Technical Services in a secure location ("Storage Location") provided by Customer on the premises where the Technical Services are being performed. Customer will protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

9. SUPPLIERS

If an AT&T vendor or supplier necessary for the delivery of Purchased Equipment, Software or Professional Services ceases to provide all or a portion of the same and AT&T cannot provide a reasonable replacement in a timely period, either party may terminate the affected portion of the Purchased Equipment, Software or Professional Services, and Customer will receive a pro-rata refund of any amounts prepaid for the same.

10. CUSTOMER PERSONAL DATA

Customer Personal Data may be transferred to or accessible by (i) AT&T personnel around the world in accordance with the applicable data protection laws and rules on the intra- and international transfer of personal data (the "Data Protection Rules"); (ii) third parties who process personal data on AT&T's behalf as data processors and who AT&T shall contractually bind to protect Customer Personal Data in accordance with the Data Protection Rules; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and its internal policies. Customer will only make accessible or provide Customer Personal Data when it has the legal authority to do so and for which it has obtained the necessary consents and will camouflage or securely encrypt Customer Personal Data so long as such encryption is compatible with the applicable Service. AT&T may at times process Customer Personal Data as a commissioned "data processor," as that term is defined by applicable law; AT&T will do so in accordance with this Agreement and in accordance with any additional Customer written instructions that may not be inconsistent with this agreement, provided that Customer will reimburse AT&T for any additional cost associated with such additional written instructions.

11. MINIMUM PAYMENT PERIOD

If after Cutover AT&T terminates a Service or Service Component for cause or if Customer terminates a Service or Service Component other than for cause, Customer will pay amounts owed up to the effective date of termination.

12. INFRINGEMENT

INFRINGEMENT WILL BE HANDLED IN ACCORDANCE TO APPENDIX A, 9A2 OF DIR CONTRACT NO. DIR-SDD-2004.