

**APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3820
AT&T Technical Services
Attachment to Agreement**

CUSTOMER Legal Name ("Customer")	AT&T Legal Name "AT&T"	AT&T Sales Contact Name <input type="checkbox"/> Primary Contact
	AT&T Corp.	Name
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
Street Address City State / Province Country Domestic / International / Zip Code	[AT&T contact details go here]	Street Address City State / Province Country Zip Code Fax Email Sales/Branch Manager SCVP Name
CUSTOMER Contact	CUSTOMER Billing Address	
Name Title Telephone Fax Email	Street Address City State / Province Country Zip Code:	

This Attachment for AT&T Technical Services is an attachment to the AT&T Agreement between the parties dated (the "Agreement").

Notwithstanding any other provision of the Agreement, notices pertaining to this Attachment or any SOW should be sent to the attention of the parties specified above.

AGREED:

AGREED:

CUSTOMER:

AT&T

By: _____
(Authorized Agent or Representative)

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

Attachment to Agreement

AT&T Technical Services

1. SERVICES

AT&T will, directly or through an Affiliate or subcontractor that AT&T in its discretion deems appropriate, provide the AT&T Technical Services as described in Statements of Work (“**SOWs**”) and in accordance with DIR Contract No. DIR-TSO-3820, that are mutually agreed to by the parties and attached to this Attachment as Schedules. Each SOW is effective, incorporated into and made part of this Attachment, when signed by both the Customer and AT&T.

2. Disclaimer of Warranties

FURTHERMORE, EXCEPT AS SPECIFICALLY SET FORTH IN THIS DOCUMENT THE SERVICES PERFORMED AND ANY ITEMS FURNISHED UNDER THIS DOCUMENT INCLUDING BUT NOT LIMITED TO DATA, REPORTS, DOCUMENTATION, DELIVERABLES, HARDWARE, AND SOFTWARE OF ANY KIND, AND ANY RECOMMENDATIONS OR CONCLUSIONS CONTAINED THEREIN, ARE PROVIDED ON AN “AS IS” BASIS WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE SERVICES THEMSELVES OR COMPLIANCE WITH THE PCI OR OTHER COMPLIANCES STANDARDS WILL RENDER CUSTOMER’S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS, OR OTHER SECURITY BREACHES.

3. TERMS AND CONDITIONS

- A. **SCOPE.** AT&T will assign resources with the appropriate skills to meet the Customer’s project requirements. However, any tasks identified that are outside the scope of projects described in the SOWs will be addressed with additional services offered to the Customer through a change order. If the scope of the project, number or locations of Sites, start and finish dates, work to be done, or other material parameters of the project change, AT&T and Customer shall revise the SOWs accordingly or use the change order process and make appropriate revisions to the charges for the Services.
- B. **CUSTOMER OBLIGATIONS.** Customer agrees to provide all information and cooperation necessary for implementation of the Services, including but not limited to access to individuals and facilities, determination of schedules, and selection from among alternative designs. Customer shall provide a single point of contact through whom AT&T may obtain information and assistance regarding projects between the parties. AT&T will rely on all information provided by Customer and will not be responsible or held liable for any damages or costs that result from errors or omissions in such information Customer shall provide a suitable and safe environment for AT&T’s work at the Customer’s premises. Customer represents and warrants that the area of the Customer’s premises within which AT&T performs Services shall be free of Hazardous Substances. “Hazardous Materials” mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
- C. **INTELLECTUAL PROPERTY RIGHTS.**
- (i) All intellectual property and proprietary rights arising by virtue of AT&T’s performance of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.
- (ii) Customer shall own the copies of any reports produced and furnished to Customer by AT&T in providing the Service (“**Reports**”), and Customer is hereby granted, under AT&T’s copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify the Reports for Customer’s own internal business purposes. For avoidance of doubt, “internal business purposes” exclude public distribution or resale to third parties and revenue generation purposes.

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AT&T Technical Services

(iii) AT&T hereby grants to Customer the non-exclusive, personal, and non-transferable right to use any items (other than Reports) produced and furnished to Customer by AT&T in providing the Services, solely for Customer's own internal business purposes during the term of this Attachment, or for such other purposes as may be mutually agreed in writing by the parties.

(iv) Except as otherwise specified herein, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Attachment.

D. **TERM AND TERMINATION.** This Attachment shall continue until all SOWs have terminated, in accordance with Appendix A, Section 10B of DIR Contract No. DIR-TSO-3820 or expired.

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AT&T Technical Services

SCHEDULE 1: STATEMENT OF WORK
