

SAMSUNG

SAMSUNG Electronics CO., Ltd.
(Maetan-dong) 129, Samsung-ro, Yeongtong-gu,
Suwon-si, Gyeonggi-do, Republic of Korea

May 13, 2020

Application Examiner / Reviewing Engineer
Federal Communications Commission
7435 Oakland Mills Road
Columbia, MD 21046

To Whom It May Concern,

We are requesting special consideration for internal photos and user's manual exhibits to be made post grant Long-Term Confidential for FCC ID: **A3LRF4420D-D1A**. The transmitter is a Base Station where access is controlled and only available to trained personnel. Please note that the internal photos are being asked to be confidential under the FCC guidelines that this is a non-consumer device (Base Station) and is inaccessible to the general public due to the location of the device and it is only serviceable by the licensee or his designated technicians. The user manual is being requested to be confidential under the FCC guidelines that the manual is very technical and is not provided to the general public. The user manual contains proprietary information required for trained installers to commission the base station. The user manual will be used by the licensee or his designated technicians only.

Having the subject information easily available to competitors would negate the advantage we have achieved by developing this product.

Sincerely,



Jong-in Kim / Staff Engineer

SAMSUNG Electronics Co.,Ltd.

Amendment

No. 11153.A.001

Between

Samsung Electronics America, Inc.

And

AT&T Services, Inc.

**AMENDMENT NO. 1
TO
AGREEMENT NO. 11153**

After all Parties have signed, this Amendment is made effective as of the last date signed by a Party (“Effective Date”) and is between Samsung Electronics America, Inc., a New York corporation (“Supplier”), and AT&T Services, Inc., a Delaware corporation (“AT&T”) each of which may be referred to in the singular as a “Party” or in the plural as the “Parties”.

WITNESSETH

WHEREAS, Supplier and AT&T entered into Agreement No. 20130924.049.C (AT&T internal reference No. 11153.C) on April 8, 2015 (the “Agreement”); and

WHEREAS, Supplier and AT&T desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Parties agree to revive the Agreement and to extend its term as set forth below and agree that it shall be deemed to have been in effect continuously since its Effective Date of April 8, 2015.
2. The Parties further agree to ratify all past actions taken between the above-referenced Expiration Date and the date when this Amendment is effective.
3. Term of Agreement
 - a. This Agreement shall be effective on the Effective Date and shall continue until August 31, 2023 unless earlier terminated as set forth herein.

Any Order in effect on the date when this Agreement expires or is terminated shall continue in effect until such Order either (i) expires by its own terms or (ii) is separately terminated, prior to its own scheduled expiration, as provided in this Agreement. The terms and conditions of this Agreement shall continue to apply to such Order as if this Agreement were still in effect.

4. Clause 3.23 entitled “Offshore Work Permitted Under Specified Conditions” is hereby amended by 1) the removal and replacement of “3.23 subsection c. by the following:

c. Following the initial inclusion of an Offshore Location or Supplier Entity in Appendix K, in the event that AT&T determines that there has been (i) a material breach of the terms of this Agreement with respect to an Offshore Location, (ii) a violation of any laws or regulations with respect to the Services performed at such Offshore Location, or (iii) the continued performance of Services at said Offshore Location constitutes a risk to AT&T's financial or security interests or could reasonably damage AT&T's reputation, SUPPLIER agrees to make appropriate changes, subject to AT&T's payment of the mutually agreed reasonable costs related to the relocation of the Services, so that the continued performance of such work for AT&T will be at a location within the United States, or at another agreed Offshore Location, and the Parties will amend Appendix K (Offshore Locations) accordingly. If the relocation of the Services results in a change in Supplier's costs, then Supplier may propose modifications to the pricing terms. If the Parties are unable to agree to such relocation, pricing terms, or the timing of the relocation, then AT&T may terminate the applicable Order with no cost or penalties to Supplier other than for payment for Services rendered.

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and by 2) the insertion of the following at the end of the clause:

i. Supplier's work involving providing support activities for AT&T and/or AT&T customers related to Supplier products, and/or software at the Offshore Locations specified in Appendix K is permitted conditioned upon Supplier allowing AT&T upon request to perform additional monitoring regarding Supplier's obligations under the Agreement at the specified locations as determined necessary by AT&T including the following:

1. Responding to written audits submitted by AT&T regarding the work of Supplier and Subcontractors
2. Providing documents requested by AT&T regarding the work of Supplier and Subcontractors
3. Allowing physical inspections of the locations where work of Supplier and Subcontractors is performed
4. Work in China and Viet Nam is limited solely to manufacturing activities only and no Services will be provided to AT&T entities in the United States

In the event that AT&T identifies a security issue involving a Supplier Entity's activities that is deemed by AT&T to be of a critical nature, then AT&T has the right to immediately terminate Supplier's work and any customer specific activities as well as access to the support systems and Information, as well as any other remedies included in this Offshore Work section.

5. Appendix K is hereby deleted in its entirety and replaced by new Appendix K as attached hereto.

6. Clause 3.26 entitled "Ownership of Paid-For Development" is hereby deleted in its entirety and replace by the following:

3.26 Ownership of Paid-For Development

- a. Ownership. AT&T will be the exclusive owner of all right, title, and interest in and to all Paid-For Development (defined below), including, without limitation, all Intellectual Property Rights. Therefore, SUPPLIER hereby agrees to assign or have assigned to AT&T and hereby assigns all Intellectual Property Rights in and to the Paid-For Development, including, but not limited to, all rights in and to any inventions and designs embodied in the Paid-For Development. SUPPLIER will have no license or other right to use any Paid-For Development other than for the Delivery of services and products to AT&T specified under this Agreement. SUPPLIER agrees that it will not provide any Paid-For Development to (or in any way use it for the benefit of) any third party without AT&T's prior written and signed consent. This Agreement contains no such consent.
- b. "Paid-For Development" will mean any and all Items to the extent produced or developed by or on behalf of SUPPLIER or its employees, agents, contractors or direct or indirect sub-suppliers, or forming part of any deliverable, pursuant to this Agreement (including, without limitation under any SOW, exhibit, Order or other document under, subordinate to, or referencing this Agreement) (collectively "Agreements") and that is explicitly described in such a separately executed Agreement entered into at the sole discretion of each Party and for the development of which AT&T has been charged monies in one or more of the Agreements ("Development Fees"). Payment of standard license fees or standard maintenance and support fees will not be deemed payment of Development Fees under this subsection. Paid-For Development will always exclude all Excluded Materials, but will include (without limitation) any modifications, alterations or updates of any Excluded Materials ("Enhancements") that otherwise fall within the definition of Paid-For Development under the first sentence of this paragraph ("Paid-For Enhancements"). AT&T's ownership of Paid-For Enhancements will, of course, be subject to SUPPLIER's underlying rights and ownership in SUPPLIER's Pre-Existing Material.
- c. "Items" will mean any or all inventions, discoveries, ideas, (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, specifications, texts,

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drawings, processes, data or other information or documentation in preliminary or final form, and all Intellectual Property rights in or to any of the foregoing.

- d. “Excluded Materials” will mean: (i) SUPPLIER’s Pre-Existing Materials; (ii) SUPPLIER’s Independently Developed Materials; (iii) SUPPLIER’s Mere Reconfigurations; (iv) pre-existing third party materials or software specifically identified by both name and licensing entity (which entity is not a SUPPLIER affiliate) by AT&T in, and mandated by AT&T in, its written specifications that are contractually binding on SUPPLIER (“AT&T Mandated Third Party Materials”); (v) SUPPLIER’s pre-existing general know how or skill which SUPPLIER uses in its preparation of a deliverable, but that is neither: i) itself incorporated into the deliverable, nor ii) invoked or infringed upon by any use or sale of the deliverable; and (vi) Excluded Third Party Licensed Materials.
- e. “SUPPLIER’s Pre-Existing Materials” will mean those Items owned by SUPPLIER to the extent and in the form that they both existed prior to the date SUPPLIER began any work on the Paid-For Development and were created without any use of any AT&T Items. SUPPLIER’s Pre-Existing Materials will not, however, include Paid-For Enhancements thereto.
- f. “SUPPLIER’s Independently Developed Materials” will mean those Items that have been developed by SUPPLIER both (i) without use of any AT&T Items; and (ii) independently of any work performed under any Agreements.
- g. “SUPPLIER’s Mere Reconfigurations” means those specific reconfigurations of SUPPLIER’s pre-existing software performed by SUPPLIER but only to the extent that such reconfiguration is an alteration to such software which is strictly required to permit SUPPLIER’s software to function on AT&T’s network or service platform. In no event will SUPPLIER’s Mere Reconfigurations include enhancements, modifications, or updates that are not contained in SUPPLIER’s Pre-Existing Materials and that add any features, functionality, or capabilities.
- h. “Excluded Third Party Licensed Materials” shall mean those Items which are developed by a third party (which third party is not a SUPPLIER affiliate), licensed to SUPPLIER for inclusion in a deliverable, and Supplier has both notified AT&T that SUPPLIER is acquiring same only by way of license from a third-party and AT&T has given its prior written approval to merely receiving a sublicense to via Supplier’s license.
- i. “Intellectual Property Rights” means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content (including but not limited to performance and synchronization rights), or other intellectual property rights, protected under the laws of any governmental authority having jurisdiction.
- j. License Grant to Excluded Materials. If and to the extent that SUPPLIER embeds any Excluded Materials in the Paid-For Development, SUPPLIER hereby grants and promises to grant and have granted to AT&T and its Affiliates a royalty-free, nonexclusive, irrevocable, perpetual world-wide license, in and to the Excluded Materials and any applicable Intellectual Property Rights of SUPPLIER to use, copy, modify, distribute, display, perform, import, make, sell, offer to sell, and exploit (and have others do any of the foregoing on or for AT&T’s or any of its customer’s behalf or benefit) the Excluded Materials but only as imbedded in the Paid-For Development by SUPPLIER. SUPPLIER, however, will not be obligated to grant such a license to (i) AT&T Mandated Third-Party Materials if and to the extent one or more of the Agreements explicitly relieves SUPPLIER of that obligation, or (ii) Excluded Third Party Licensed Materials to the extent SUPPLIER does not have the right to do so.
- k. Further Acts and Obligations. SUPPLIER will take or secure such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be reasonably requested by AT&T to evidence, transfer, perfect, vest or confirm AT&T’s right, title and interest in any Paid-For Development. SUPPLIER will, in all events and without the need of AT&T’s request, secure all Intellectual Property

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Rights in any Paid-For Development (and any licenses specified above in any Excluded Materials) from each employee, agent, subcontractor or sub-supplier of SUPPLIER, who has or will have any rights in the Paid-For Development or Excluded Materials.

1. AT&T Reservation of Rights and Limited License. The Parties hereby acknowledge and agree that notwithstanding any other provision in this Agreement, AT&T is not transferring or granting to SUPPLIER any right, title, or interest in or to (or granting to SUPPLIER any license or other permissions in or to) any or all: a) Items created by or on behalf of AT&T or directly or indirectly provided to SUPPLIER (in any form, including, without limitation, verbally) by or on behalf of AT&T or its third party providers (“AT&T Provided Items”); b) Paid For Development or c) Intellectual Property Rights, including, without limitation, any Intellectual Property Rights in or to any Items or Paid-for Development. The sole exception to the foregoing reservation of rights is that AT&T hereby grants SUPPLIER a limited, nonexclusive, non-transferable, license (that will automatically terminate upon the termination of this Agreement), under any rights owned by AT&T, to use the AT&T Provided Items and Paid-For Development solely as instructed by AT&T and to the extent necessary for SUPPLIER to perform its obligations under this Agreement, subject further to the terms and conditions of this Agreement. In no way expanding the foregoing license, said license in no manner permits SUPPLIER to (and Supplier hereby promises not to) make use of any AT&T Provided Items, Paid-For Development or AT&T Intellectual Property Rights either for the benefit of any third party or other than as instructed in writing by AT&T. Paid-For Development and AT&T Provided Items will constitute AT&T confidential information under this Agreement.

7. Clause 3.17 entitled “Invoicing and Payment” is hereby deleted in its entirety and replaced by the following:

3.17 [Left Intentionally Blank]

The following is added as new Clause 7:

7.0 Invoicing and Payment

7.1 Invoicing

- a. Supplier shall render a correct invoice promptly after completing Delivery of all Materials or performance of Services as required by the Order (unless the Order or an attached Appendix specifies that Supplier may submit invoices for progress payments [or milestone payments] prior to Acceptance, as provided below). The invoice must specify in detail, if applicable, (i) quantities of each ordered item, (ii) unit prices of each ordered item, (iii) whether the item is taxable and the amount of tax per item, (iv) item and commodity codes, (v) total amounts for each item, (vi) total amount of applicable sales or use taxes, (vii) discounts, (viii) shipping charges, if any, (ix) total amount due, (x) Software right-to-use fees designated as either “initial operating system license” or “other,” (xi) Agreement number, (xii) remit to address, (xiii) Order number and line item sequence, (xiv) description of Deliverables, and (xv) special service charges, if any. AT&T shall initiate payment to Supplier no later than ninety (90) days after receipt of an invoice after Acceptance (as determined under the Section entitled “Delivery, Performance, Acceptance and Availability” provided that Acceptance shall not be required as a precondition for progress payments or milestone payments as applicable.; provided that if such date is a non-business day, then AT&T may initiate payment to Supplier on the following business day. Unless otherwise agreed, AT&T may provide payment by Automatic Clearinghouse Association transfer. If AT&T in good faith disputes any invoice rendered or amount paid, then AT&T shall so notify Supplier. The Parties shall work in good faith to resolve invoicing and payment disputes expeditiously, and AT&T is not obligated to make any payment with respect to disputed amounts contained in a disputed or incorrect invoice until the dispute is resolved or the error corrected. Invoices issued more than one hundred eighty (180) days after the first date after which Supplier is entitled to invoice under this Agreement for a certain Deliverable are untimely and AT&T has no obligation to pay such invoices.
- b. Invoices for or including freight charges must be accompanied by legible copies of prepaid freight bills, express receipts or bills of lading supporting the invoice amounts. Such invoices must include (i) the carrier’s name, (ii) date of shipment, (iii) number of pieces, (iv) weight, and (v) freight classification.

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- c. AT&T may deduct any setoff or recoupment claims under this Agreement that it or its Affiliates who place Orders against this Agreement may have against Supplier from amounts due or to become due to Supplier under this Agreement. Supplier shall apply credit due to AT&T on invoices within thirty (30) days after written demand by AT&T.
- d. If an Order or an Appendix specifies that Supplier may submit invoices for progress payments or milestones prior to Acceptance, Supplier is permitted to submit invoices at the end of each month and AT&T will initiate progress payments to the Supplier.

7.2 Reimbursable Expenses

AT&T is not responsible for any travel, meal or other business-related expense incurred by Supplier, whether or not incurred in its performance of its obligations under this Agreement, unless reimbursement of expenses is expressly authorized in this Agreement or an Order pursuant to this Agreement. If reimbursement of expenses is so authorized, then to be reimbursable, each and every such expense must comply with the requirements of AT&T's Vendor Expense Policy, a copy of which is set forth in Appendix P. Supplier must provide in a timely manner receipts and other documentation as required by the Vendor Expense Policy and such additional documentation or information requested by AT&T to substantiate expenses submitted by Supplier for reimbursement.

7.3 Credit - Should AT&T's current S&P and/or Moody's credit rating change significantly, Samsung and AT&T will mutually discuss impact on payment terms.

7.4 Taxes

- a. Supplier shall invoice AT&T the amount of any federal excise, state, and local transaction taxes imposed upon the sale of Material and provision of Services under this Agreement. All such taxes must be stated as separate items on a timely invoice. AT&T shall pay all applicable taxes to Supplier that are stated on and at the time the Material or Services invoice is submitted by Supplier. Supplier shall remit taxes to the appropriate taxing authorities. Supplier shall honor tax exemption certificates, and other appropriate documents, which AT&T may submit, pursuant to relevant tax provisions of the taxing jurisdiction providing the exemption.
- b. Supplier shall pay any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure of Supplier, for any reason, to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Supplier.
- c. Upon AT&T's request, the Parties shall consult with respect to the basis and rates upon which Supplier shall pay any taxes or fees for which AT&T is obligated to reimburse Supplier under this Agreement. If AT&T determines that in its opinion any such taxes or fees are not payable, or should be paid on a basis less than the full price or at rates less than the full tax rate, AT&T shall notify Supplier in writing of such determinations, Supplier shall make payment in accordance with such determinations, and AT&T shall be responsible for such determinations. If collection is sought by the taxing authority for a greater amount of taxes than that so determined by AT&T, Supplier shall promptly notify AT&T. If AT&T desires to contest such collection, AT&T shall promptly notify Supplier. Supplier shall cooperate with AT&T in contesting such determination, but AT&T shall be responsible and shall reimburse Supplier for any tax, interest, or penalty in excess of AT&T's determination.
- d. If AT&T has paid Supplier for any taxes in excess of the amount that AT&T is obligated to pay Supplier under this Agreement, AT&T and Supplier shall consult in good faith to determine the appropriate method(s) of recovery of such excess payments, which method(s) may include, but is not limited to, (i) Supplier refunding to AT&T such excess payments, (ii) Supplier crediting any excess payments against tax amounts or other payments due from AT&T if and to the extent Supplier can make corresponding adjustments to its payments to the relevant tax authority, and (iii) Supplier timely filing claims for refund and any other documents required to recover any excess payments and Supplier promptly remitting to AT&T all such refunds and interest received.
- e. If any taxing authority advises Supplier that it intends to audit Supplier with respect to any taxes for which AT&T is obligated to reimburse Supplier under this Agreement, Supplier shall afford AT&T an opportunity to participate on an equal basis with Supplier in such audit with respect to such taxes. Each Party shall bear its own expenses with respect to

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any such audit, and the responsibility for any additional tax, interest or penalty resulting from such audit is to be determined in accordance with the applicable provisions of this Taxes Section.

f. In addition to its rights under Subsections c., d., and e. above with respect to any tax or tax controversy covered by this Taxes Section, AT&T is entitled to contest, pursuant to applicable law and tariffs, and at its own expense, any tax previously invoiced that it is ultimately obligated to pay. AT&T is entitled to the benefit of any refund or recovery of amounts that it has previously paid resulting from such a contest. Supplier shall cooperate in any such contest, but AT&T shall pay all costs and expenses incurred in obtaining a refund or credit for AT&T.

g. If either Party is audited by a taxing authority or other governmental entity in connection with taxes under this Taxes Section, the other Party shall reasonably cooperate with the Party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.

h. AT&T and Supplier shall reasonably cooperate with each other with respect to any tax planning to minimize taxes. The degree of cooperation contemplated by this Section is to enable any resulting tax planning to be implemented and includes, but is not limited to, each as agreed upon by both Parties: (i) Supplier's installing and loading all of the Software licensed by AT&T, and retaining possession and ownership of all tangible personal property, (ii) Supplier's installing, loading and/or transferring the Software at a location selected by AT&T, and (iii) Supplier's Delivery of all of the Software in electronic form.

i. Supplier and any of its affiliates, as appropriate, receiving payments hereunder shall provide AT&T with a valid United States Internal Revenue Service ("IRS") Form W-9 (or any successor form prescribed by the IRS) and where necessary or reasonably requested by AT&T a valid Form W-8BEN, W-8BEN-E, W-8ECI, W-8EXP, and/or W-8IMY. AT&T may reduce any payment otherwise due Supplier in connection with the sale of Material and provision of Services under this Agreement by the amount of any tax imposed on Supplier that AT&T is required to pay directly to a taxing or other governmental authority ("Withholding Tax"). Alternatively, if applicable law permits, AT&T agrees that it will honor a valid exemption certificate or other mandated document evidencing Supplier's exemption from payment of, or liability for, any Withholding Tax as authorized or required by statute, regulation, administrative pronouncement, or other law of the jurisdiction providing said exemption. AT&T shall provide Supplier with documentation evidencing withholding within a reasonable period of time.

8. Section 8.0 Affordable Care Act is hereby added.

8.0 Affordable Care Act

For purposes of the Affordable Care Act (ACA), and in particular for purposes of Section 4980H of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, with respect to each individual provided by Supplier to work on AT&T project(s) for at least thirty (30) hours per week for at least ninety (90) days, whether consecutive or not, Supplier represents and warrants that it or one of its Subcontractors is the common law employer of such individual and shall be responsible for either providing healthcare coverage as required by ACA (to the extent applicable) or for paying any Section 4980H assessable payments that may be required for failure to provide to such individual:

- i. health care coverage, or
- ii. affordable healthcare coverage,

Supplier is required to maintain for a period of ten (10) years information to show compliance with the ACA notwithstanding any other provision in this Agreement to the contrary.

Alternatively, the Supplier represents and warrants that there are no individuals provided by Supplier to work on AT&T project(s) for at least thirty (30) hours per week for at least ninety (90) days, regardless of whether consecutive.

9. Clause 4.2 entitled "AT&T Supplier Information Security Requirements (SISR)" is hereby deleted in its entirety and replace by the following:

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4.2 AT&T Supplier Information Security Requirements (SISR)

Supplier shall comply with AT&T's Supplier Information Security Requirements (the "SISR") as set forth in Appendix O. Supplier further agrees to comply with the terms and conditions of the SISR, as may be changed from time-to-time by AT&T. Supplier shall cooperate fully with AT&T, including by completing checklists or similar documentation, to ensure that Customer Information, Software and/or computer systems Supplier develops, designs, supports and/or uses under this Agreement comply with the standards and requirements set forth in the SISR.

10. Appendix O - Supplier Information Security Requirements (SISR) is hereby deleted in its entirety and replaced with Appendix O as attached hereto.

11. Section 10. FOSS is hereby added.

10. FOSS

- a. For purposes of this Agreement, "FOSS" means any and all freeware, open source software or shareware used or included in, or combined by or on behalf of Supplier with, the Deliverables or otherwise provided by or on behalf of Supplier under this Agreement; and a "FOSS Disclosure" means a complete, current, and accurate listing of all FOSS, which identifies for each FOSS component: (i) the component name; (ii) its version or release number; (iii) its web site URL of origin; (iv) the applicable software license and its version number; (v) the URL where Supplier identifies or sets forth the applicable software license; (vi) a brief (e.g., one-line) description of the purpose of the component; and (vii) how the component is linked within the Deliverables or as otherwise provided. A FOSS Disclosure may be provided in the form of a web site made accessible to AT&T where Supplier posts the foregoing information.
- b. Upon AT&T's request, Supplier shall promptly, but in any event within thirty (30) days of such request, furnish to AT&T a FOSS Disclosure that is complete, current and accurate when furnished. Neither response nor non-response by AT&T concerning the receipt or non-receipt of any FOSS Disclosure or any reference to FOSS in the Agreement shall be deemed as acceptance, approval or acquiescence by AT&T that Supplier's use of the FOSS complies with the legal requirements of applicable FOSS license(s) or is suitable for the intent and purposes furnished hereunder. After receiving any FOSS Disclosure, AT&T may, upon written notice to Supplier, within sixty (60) days of receipt of the applicable FOSS Disclosure if at all, ask Supplier to use alternate FOSS (or other alternate software) (a "Substitution"), if reasonably warranted to avert a risk that the rights of AT&T or its third-party suppliers in any proprietary software may be compromised due to terms of the applicable open source license (a "License Risk"). Any request from AT&T for a modification or substitution of the FOSS other than for a License Risk shall be considered as a request by AT&T for a fix, software upgrade, software update, or other such remedy as provided and subject to the applicable software maintenance provisions between Supplier and AT&T governing the Software that includes the FOSS; provided, however, that any proposal for a Substitution shall not impose a material additional cost to Supplier or require a material amount of additional development and/or integration effort to achieve such Substitution. If AT&T does ask Supplier to make a Substitution and if Supplier does not make the Substitution, then AT&T may immediately terminate Order(s) not yet shipped under this Agreement for the Materials impacted by the License Risk and for which the Substitution was requested and not performed, without further cost, expense or liability to AT&T.
- c. Supplier represents and warrants to AT&T: (i) that Supplier has satisfied all its obligations to any third parties with respect to all FOSS and the applicable FOSS licenses (including, for example, any obligation to make publicly available the FOSS source code for modifications to such FOSS); (ii) that use of the FOSS in such form for such intent and purposes in no manner creates any added obligation on the part of AT&T (including, for example, the payment of any additional monies), or diminishes, conditions or eliminates any of the rights, title, or interest that Supplier grants AT&T in or to any Deliverables or that Supplier may otherwise provide AT&T

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under this Agreement; and (iii) that use of the FOSS in such form for such intent and purposes, including, but not limited to, AT&T's use or combination of the FOSS, in the form provided to AT&T, with any proprietary software of AT&T or AT&T's third-party suppliers, does not subject AT&T to any obligation of disclosure or distribution to any third party or to the public of any such proprietary software, or otherwise make such proprietary software subject to the terms of any FOSS license or impair AT&T's or its third-party suppliers' rights, title, or interest in or to such proprietary software.

- d. In the event that AT&T notifies Supplier or Supplier becomes aware of Supplier's noncompliance with any FOSS license term, then in either case, Supplier shall use all reasonable efforts promptly to cure such noncompliance so as to eliminate risks of public disclosure of proprietary software and prevent disruption of any AT&T business activity. Supplier shall promptly notify AT&T of all actions taken by Supplier to cure such noncompliance. Should AT&T receive notice from any third party alleging acts or omissions which, notwithstanding AT&T's use of the FOSS for the intent and purposes furnished hereunder, constitute noncompliance with any FOSS license term, then promptly upon AT&T's notice to Supplier of such allegation, Supplier shall indemnify, defend and hold harmless AT&T against such allegation in accordance with Supplier's obligations to do so as set forth elsewhere in this Agreement, in a manner that preserves any proprietary software of AT&T or its third-party suppliers from any public disclosure obligation or any other FOSS license noncompliance allegations.

12. Section 11. Derived Information is hereby added.

11. AT&T Derived Information

a. Definitions. For purposes of this Section,

i. "AT&T Data Assets" means the following:

1. Customer Information,
2. AT&T employee personal, health or financial information (collectively "Employee Data") to the extent received or collected by or on behalf of Supplier in connection with this Agreement, and
3. Data in any form from AT&T's network, hardware and/or software components that, in connection with this Agreement, was either:
 - A. collected by Supplier or on Supplier's behalf or
 - B. received or stored by Supplier or on Supplier's behalf.

The term "AT&T Data Assets" does not include any data that came to be in the possession or control of Supplier by a lawful manner that was unrelated to this Agreement and independent of Supplier's relationship with AT&T, even if such data is otherwise identical to AT&T Data Assets and even if the source of such data was an AT&T customer; provided, however, that nothing herein in any way alters or dilutes the Parties' obligations to otherwise comply with the relevant provisions of this Agreement including the provisions relating to AT&T Data Assets and Customer Information.

ii. "AT&T Derived Information" means any information, whether anonymous or not, resulting from processing AT&T Data Assets – alone or in combination with other data - by or on behalf of Supplier. As used herein, "processing" includes, without limitation, aggregation, de-identification, enhancement (e.g., joining with

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other data sets), reformatting, manipulation, modification, analysis, translation, condensation, compilation, analysis and evaluation.

b. Rights and Obligations.

i. AT&T Derived Information

1. Prohibitions. With regard to AT&T Derived Information, Supplier is prohibited from causing (on its own or via a third party) each of the following (collectively referred to as "Prohibitions"):
 - A. Creation or use of such information for any purpose other than those expressly permitted in this Agreement,
 - B. Sale, assignment, lease or other commercial exploitation of such information,
 - C. Providing or making accessible such information to a third party except to the extent necessary to fulfill Supplier's obligations under this Agreement,
 - D. Preventing or hindering AT&T access to such information,
 - E. Assertion of any lien or other right against or to such information,
 - F. Any act or omission that would violate this Agreement's restrictions on Supplier's use of Information,
 - G. Any act or omission that would violate this Agreement's restrictions on Supplier's use of Customer Information. To the extent Customer Information is used to create AT&T Derived Information, such AT&T Derived Information is subject to this Agreement's restrictions on Supplier's use of Customer Information,
 - H. Creation or use of such information after the expiration or termination of this Agreement, and
 - I. Creation or use of such information by a Subcontractor unless such creation complies with the Sections entitled "Assignment and Delegation," "Material and Services Provided by Others" and "Use of Subcontractors".

2. Permissions. Supplier may do the following with AT&T Derived Information (collectively referred to as "Permissions"):
 - A. Create and use it to the extent reasonably necessary to fulfill Supplier's obligations under this Agreement, provided such creation and use does not violate any of the Prohibitions in this Section;
 - B. Create and use it to the extent reasonably necessary to improve the products and services AT&T receives from Supplier under this Agreement, provided such creation and use is expressly permitted in this Agreement and does not violate any of the Prohibitions in this Section; and
 - C. Provide it to a court or a government agency in compliance with subsection (d) of the Information clause of this Agreement.

3. Unauthorized Use or Creation.
 - A. Notice. Supplier shall promptly notify AT&T if Supplier reasonably believes that any of the Prohibitions in this subsection may have been violated or if the scope of any of the Permissions in this subsection have been exceeded.
 - B. Rights. In the event that any creation or use of AT&T Derived Information by or on behalf of Supplier that is inconsistent with the Prohibitions and Permissions in this subsection

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occurs, Supplier hereby assigns to AT&T all right, title and interest it may have in such AT&T Derived Information. Further, upon AT&T's request, Supplier shall promptly provide all or any requested portion of such AT&T Derived Information and provide written certification within fifteen (15) business days thereafter to AT&T that such AT&T Derived Information has been returned and such use has ceased.

4. **Reservation of Rights.** AT&T is not transferring or granting to Supplier any right, title, or interest in or to (or granting to Supplier any license or other permissions in or to) any or all AT&T Derived Information, including any right by Supplier to use the AT&T Derived Information beyond the express rights granted in this Section.
5. **Destruction.**
 - A. Except as provided in subsection (5.B) below, within ten (10) business days of the later of the expiration or termination of this Agreement or the completion of any requested termination assistance services, Supplier shall destroy any and all AT&T Derived Information including any copies remaining in Supplier's possession or under Supplier's control.
 - B. If all of the following are true, then Supplier may retain such AT&T Derived Information beyond the deadline set in subsection (5.A) above, but shall destroy such AT&T Derived Information including any copies in Supplier's possession or under Supplier's control within ten (10) business days of the date that such AT&T Derived Information ceases being put to a use that is permissible under this Agreement:
 - (i) AT&T Derived Information was created in part from data that are not AT&T Data Assets, and
 - (ii) it is not feasible to destroy just the portion of such AT&T Derived Information derived from AT&T Data Assets without destroying the portion of such AT&T Derived Information derived from other data, and
 - (iii) such AT&T Derived Information is being put solely to a use permissible under this Agreement.
 - C. Promptly after the destruction required in this subsection (5), Supplier shall deliver to AT&T written certification of the destruction or of the cessation of use of AT&T Derived Information pursuant to this subsection, which shall be signed by an authorized representative of Supplier.
6. **License Grant.** To the extent that AT&T Derived Information was created in part from data that are not AT&T Data Assets, Supplier hereby grants and promises to grant and have granted to AT&T and its Affiliates a royalty-free, nonexclusive, sublicensable, assignable, transferable, irrevocable, perpetual, world-wide license in and to such data and any rights of Supplier to use, copy, modify, distribute, display, perform, import, make, sell, offer to sell, and exploit (and have others do any of the foregoing on or for AT&T's or any of its customers' behalf or benefit) such data, but only as an input to AT&T Derived Information.
 - ii. **AT&T Data Assets Savings Clause.** With regard to the types of data within the definition of AT&T Data Assets, this Section is intended to supplement, but not to amend or alter, the other applicable provisions of this Agreement.

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c. **Applicability.** The provisions of this Section shall apply to all AT&T Data Assets and AT&T Derived Information, regardless of whether such data and information was first received, collected, or created by Supplier before, on or after the Effective Date of this Agreement.

13. **Appendix P.** AT&T's Vendor Expense Policy is hereby added as attached hereto,

14. **Section 12. Licenses** is hereby added.

12. **Licenses**

A. Software License.

Subject to AT&T's payment of any and all applicable license fees, Supplier grants to AT&T a non-exclusive, royalty-free, non-transferable, non-sublicensable, non-assignable (except as permitted in Section 3.4 of the Agreement), irrevocable, perpetual license and right to Use, the Application Software specified in an Order, within the United States unless otherwise agreed in writing by Supplier. The foregoing license for the Application Software shall include the right: (i) to Use the Application Software internally, including the right to make a reasonable number of copies to facilitate internal distribution, storage, hardware and software platform migration, back-up and testing, and recovery; (ii) to Use the Application Software to generate and provide AT&T Services; (iii) to Use the Application Software in lab and test environments to the extent provided for in this Agreement; and (iv) to Use the Application Software in combination with other hardware, software, products and services as anticipated or specified in the applicable Specifications. This Software License applies to Features, but not to Firmware, which has a separate license.

B. Firmware License.

Supplier grants to AT&T for the life of the purchased Hardware or during the term such Hardware is leased, as applicable, a non-exclusive, royalty-free, non-transferable, non-sublicensable, non-assignable (except as permitted in Section 3.4 of the Agreement), irrevocable, perpetual license to use the Firmware in connection with the Hardware with which it is delivered. AT&T may make reasonable copies of the Firmware for use on such Hardware with which it was originally delivered for archival purposes or for disaster recovery purposes, as applicable, but shall not otherwise knowingly reproduce the original Firmware or make copies of the Firmware for distribution to others.

C. Title to Licensed Software.

Title to such all Software and Firmware licensed to AT&T pursuant to this Section 12 shall remain with Supplier at all times.

D. Further Restrictions on Use.

Except to the minimum extent required by applicable law, AT&T shall not, and shall not permit any third party to, decompile, reverse-engineer, copy or modify, in whole or in part, the Software or the Firmware, and shall have no right to, and shall not access or make available to any third party any source code for any Software or Firmware. Unless the applicable accepted Order indicates that the Software is intended for use by AT&T in connection with AT&T's resale of Hardware with which the Software or Firmware is delivered, the license granted to AT&T in this Section 12 shall be expressly limited to AT&T's use of the applicable Software and Firmware for its internal business purposes.

15. **Definition 2.36 Use** or use is deleted in its entirety and replaced by the following.

"Use" as it relates to Software shall mean: (i) the reading by authorized users into or out of hardware memory of the Software and the execution of the Software whether in whole or in part by any individual having authorized access to any Hardware on which the Software is operated; (ii) to process and execute instructions, statements and data included in,

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or input to, the Software; and (iii) to display, execute, copy, and modify Supplier's configurable parameters and distribute the Software internally Enterprise-Wide.

The terms and conditions of the Agreement in all other respects remain unmodified and in full force and effect.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. This Amendment may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Effective Date.

Samsung Electronics America, Inc.

AT&T Services, Inc.,

By: Mark Louison

By: Lacy C. Gilliam

Printed Name: Mark Louison

Printed Name: Lacy C. Gilliam

Title: SVP & GM

Title: Sr. Sourcing Mgr., Global Supply Chain

Date: 9/4/18

Date: 8/22/2018



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Appendix K Offshore Work

Appendix K

Country(ies) where services are authorized by AT&T to be performed (physical location address is also required if the Services involve Information Technology-related work or if a “virtual” or “work-from-home” address is authorized)	City(ies) where services will be performed for AT&T	Services to be performed at approved Physical Location	Name of Supplier / Supplier Affiliate, and/or Subcontractor performing the services
Republic of Korea	Seoul	Product R&D and troubleshooting for Tier 3/4 technical level support related to Maintenance and Support activities when a particular issue cannot be solved solely by the engineering team in North America.	Samsung Electronics Co., Ltd
India	Bengaluru and Mumbai	Services related to KPI development analysis and troubleshooting of network performance. Potential development of new service and processes for network trouble shooting and deployment.	Samsung Electronics Co., Ltd
Poland	Warsaw	(No Services - Manufacturing only)	Samsung Electronics Co., Ltd
China	Shenzhen	(No Services - Manufacturing only)	Samsung Electronics Co., Ltd
Viet Nam	Ho-Chi Minh	(No Services - Manufacturing only)	Samsung Electronics Co., Ltd

This Agreement it expressly subject to the conditions that the work in China shall be for manufacturing of Materials only and will not involve any of the following activities:

- 1) Access to and/or storage of AT&T’s or AT&T customers’ confidential information;
- 2) Firewall access to any AT&T or AT&T customer’s internal company network;
- 3) Access to any AT&T source code or development of AT&T-owned software or other AT&T–owned intellectual property;
- 4) Customization of Supplier software (including patches, bug fixes, etc.) that will be unique to AT&T; or
- 5) Providing direct technical or other support to U.S. domestic AT&T offices or customers.

Further, all AT&T or AT&T customer user data must be completely and irrevocably erased in the U.S. before being sending any device or equipment to any location outside of the United States for repair, refurbishment or recycling.

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Appendix O**AT&T Supplier Information Security Requirements (SISR) – v6.3, January 2018**

The following AT&T Supplier Information Security Requirements (“Security Requirements”) apply to Supplier Entities (as defined below) when performing any action, activity or work under the Agreement where any of the following occur (**hereinafter referred to as “In-Scope Work”**):

1. The collection, storage, handling, backup, disposal, and/or access to In-Scope Information (as defined below);
2. Providing or supporting AT&T branded applications and/or services using non-AT&T Information Resources (as defined below);
3. Connectivity to AT&T’s Nonpublic Information Resources (as defined below);
4. The development or customization of any software for AT&T; or
5. Website hosting and development for AT&T and/or AT&T’s customers.

These Security Requirements (i) are not intended to apply to products or applications acquired from the Supplier by AT&T for use by AT&T, and (ii) shall not limit more stringent security or other obligations set forth elsewhere in the Agreement.

Definitions:

Unless otherwise set forth in these Security Requirements, defined terms shall have the same meaning as set forth in the Agreement.

“Cloud Service” is a service delivered via an “as a Service” cloud service model, e.g., Software as a Service (SaaS), Storage as a Service (STaaS), Database as a Service (DBaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS).

“Demilitarized Zone” or “DMZ” is a network or sub-network that sits between a trusted internal network, such as a corporate private Local Area Network (LAN), and an untrusted external network, such as the Internet. A DMZ helps prevent outside users from gaining direct access to internal Information Resources. Inbound packets from the untrusted external network terminate within the DMZ and are not allowed to flow directly through to the trusted internal network. All inbound packets which flow to the trusted internal network originate within the DMZ.

“Information Resource(s)” means systems, applications, websites, networks, network elements, and other computing and information storage devices, along with the underlying technologies and delivery methods (e.g., social networks, mobile technologies, cloud services, call and voice recording, Application Program Interfaces (APIs)), used by Supplier in fulfillment of its obligations under this Agreement.

“In-Scope Information” means confidential data, including, Sensitive Personal Information (SPI), Sensitive Customer Data (SCD), intellectual property, proprietary data and/or trade secret data of AT&T, data of others that AT&T is obligated to protect, general AT&T internal operational information, AT&T’s network architecture and/or engineering information, AT&T’s Customer Proprietary Network Information (CPNI), software source code for software to the extent developed or customized for AT&T, AT&T information security incident reports, nonpublic marketing and financial information of AT&T, and AT&T end user customer contact lists that Supplier has or obtains in the course of performing its obligations under this Agreement.

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“Mobile and Portable Devices” means mobile and/or portable computers, devices, media and systems capable of being easily carried, moved, transported or conveyed that are used in connection with this Agreement. Examples of such devices include laptop computers, tablets, USB hard drives, USB memory sticks, Personal Digital Assistants (PDAs), and mobile phones, such as smartphones.

“Multi-Factor Authentication” (also known as Two-Factor Authentication and Strong Authentication) means the use of at least two of the following three types of authentication factors:

- A physical or logical credential the user has, such as an electronically readable badge, a token card or a digital certificate;
- A knowledge-based credential, such as a password or PIN; and
- A biometric credential, such as a fingerprint or retina image.

“Nonpublic Information Resources” means Information Resources used in under this Agreement that are not directly reachable from the public Internet.

“Privileged User” means a user with enhanced administrative permissions and/or expanded or super user access greater than that of a general user. Examples of such access include: system administration; the management of accounts, log reviews, encryption, databases, Security Gateways, Intrusion Detection Systems/Intrusion Prevention Systems (IDS/IPS), virtual machines (VM), networks, image instances, and APIs; Cloud Service Provider (CSP) management and security portals; and development and operations (DevOps) privileged activities. Privileged access by privileged users is applicable regardless of the types of devices and environments managed, including environments that are production, development, and test, within Supplier's facilities and/or within CSP cloud environments.

“Sensitive Customer Data” or “SCD” means the data elements listed in the “Table 2 - AT&T SCD Data Elements” located at the end of these Security Requirements. All data elements in Table 2 that Supplier has or obtains in the course of performing its obligations under this Agreement are considered In-Scope Information.

“Sensitive Personal Information” or “SPI” means the data elements listed in the “Table of AT&T SPI Data Elements” located at the end of these Security Requirements. All SPI Data Elements that Supplier has or obtains in the course of performing its obligations under this Agreement are considered In-Scope Information.

“Security Gateway” means a set of control mechanisms between two or more networks having different trust levels which filter and log traffic passing, or attempting to pass, between networks, and the associated administrative and management servers. Examples include firewalls, firewall management servers, hop boxes, session border controllers, proxy servers, and intrusion prevention devices.

“Strong Encryption” means the use of encryption technologies with minimum key lengths of 128-bits for symmetric encryption and 2048-bits for asymmetric encryption whose strength provides reasonable assurance that it will protect the encrypted information from unauthorized access and is adequate to protect the confidentiality and privacy of the encrypted information, and which incorporates a documented policy for the management of the encryption keys, including the expiration of encryption keys at least once every two years, and associated processes adequate to protect the confidentiality and privacy of the keys and credentials used as inputs to the encryption algorithm. Supplier must ensure that the rule of least privilege and separation of duties are properly implemented and maintained.

“Supplier Entity” or “Supplier Entities” means Supplier, its affiliates and subcontractors.

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In accordance with the foregoing, Supplier shall, and shall cause Supplier Entities to:

System Security

1. Actively monitor industry resources (e.g., www.cert.org, pertinent software vendor mailing lists and websites, and information from subscriptions to automated notifications) for timely notification of all applicable security alerts that pertain to Supplier's Information Resources.
2. At least quarterly scan Supplier's Information Resources with industry-standard security vulnerability scanning software to detect security vulnerabilities, and remediate all critical, high, and medium risk security vulnerabilities identified. Scan must cover all Information Resources utilized by Supplier to perform its obligations under this Agreement.
3. Install and use Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) that monitor all traffic entering and leaving Information Resources in connection with the fulfillment of Supplier's obligations under this Agreement.
4. Maintain and adhere to a documented process to remediate security vulnerabilities that may impact Information Resources, including those discovered through industry publications, vulnerability scanning, virus scanning, IDS/IPS alerts, and the review of security logs, and promptly apply appropriate security patches.
5. Assign security administration responsibilities for configuring the security parameters of host operating systems to authorized users only.
6. Harden Information Resources by utilizing a minimum security baseline configuration based upon industry best practices to reduce available ways of attack. This typically includes changing default passwords, the removal of unnecessary software, unnecessary UserIDs, usernames or logins, and the disabling or removal of unnecessary services. Such hardening of the system's security configurations, operating system software, firmware and applications are to prevent exploits that attack flaws in the underlying code.
7. a. Enforce the rule of least privilege by requiring application, database, network and system administrators to restrict access of all users to only the commands, In-Scope Information and Information Resources necessary for them to perform authorized functions. Log all successful and unsuccessful login attempts along with logoffs. Supplier shall ensure that the use of AT&T's Information Resources by Supplier Entities shall only be for the performance of Supplier's obligations under this Agreement.
b. Ensure that controls are in-place to limit, protect, monitor, detect and respond to all Privileged User activities.

Examples of such controls include enforcing:

1. The rule of least privilege;
2. Separation of duties;
3. Individual accountability;
4. Change management;
5. Auditability of Privileged User accounts and their activities; and
6. Audit log retention for a minimum of (6) six months.

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Physical Security

8. a. Ensure all Supplier Information Resources intended for use by multiple users are located in secure physical facilities with access limited and restricted to authorized individuals only.
- b. Monitor and record, for audit purposes, access to the physical facilities containing Information Resources intended for use by multiple users in connection with Supplier's performance of its obligations under this Agreement.
9. Physically secure any area where In-Scope Information is accessible to prevent access by unauthorized persons. In addition, Supplier shall monitor and record the physical access to any facilities where In-Scope Information is accessible to prevent access by unauthorized persons.

Network Security

10. When providing Internet accessible services to AT&T, have Denial of Service (DoS/DDoS) and gateway security protections in place. Web servers must reside in a DMZ and Information Resources storing In-Scope Information (such as application and database servers) must reside in a trusted internal network.
11. For the purpose of demonstrating compliance with certain Security Requirements applicable to network architecture and network topology, if requested by AT&T, provide AT&T with a high-level copy of their logical network diagram. The network diagram needs to provide information regarding placement of Information Resources and security devices (such as Security Gateways, servers, DMZs, IDS/IPS, DoS/DDoS protections, databases, application servers, virtual private clouds (VPCs), and instances, etc.) used by Supplier Entities to perform Supplier's obligations under this Agreement.
12. Use Strong Encryption for the transmission of In-Scope Information outside of AT&T-controlled or Supplier-controlled networks or when transmitting In-Scope Information over any untrusted network. This applies to all technologies used for the transmission of In-Scope Information.
13. Require Multi-Factor Authentication for any remote access use of Nonpublic Information Resources.

Information Security

14. Segregate AT&T's applications and In-Scope Information from any other customer's or Supplier's own applications and information, either by using logical access controls and/or physical access controls to provide protection from unauthorized access.
15. Maintain and adhere to documented processes for:
 - a. the backup and recovery of In-Scope Information and Information Resources in accordance with any disaster recovery requirements; and
 - b. the timely destruction and/or return of In-Scope Information in accordance with any retention, return, and/or destruction requirements under this Agreement.
16. Limit access to In-Scope Information only to authorized users or systems on a need to know basis.
17. Maintain documented processes and controls to detect and terminate unauthorized attempts to access, collect, modify, store, handle and/or dispose of In-Scope Information; and monitor, and remediate unauthorized access and/or changes to system and application configuration files.

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Identification and Authentication

18. Assign unique UserIDs to authorized individual users, assign individual ownership to system service accounts, and ensure that system service accounts are not-shared.
19. Maintain a documented UserID lifecycle management process that includes manual and/or automated processes for approved account creation, account removal within one (1) business day, and account modification for all Information Resources and across all environments. Such process shall include review of access privileges and account validity to be performed at least each calendar year.
20. Limit failed login attempts by no more than six (6) consecutive failed login attempts by locking the user account. Access to the user account can be reactivated through the use of a manual process requiring verification of the user's identity or, where such capability exists, can be automatically reactivated after at least three (3) minutes from the last failed login attempt.
21. Terminate interactive sessions on a user's workstation, or activate a secure, locking screensaver requiring authentication, after a period of inactivity not to exceed fifteen (15) minutes. On all other Information Resources terminate inactive sessions not to exceed thirty (30) minutes.
22.
 - a. Use an authentication method based on the sensitivity of In-Scope Information. Whenever authentication credentials are stored, Supplier shall use Strong Encryption and/or one-way hashing based upon strong cryptography.
 - b. Passwords must be complex and meet the following password construction requirements:
 - Be a minimum of eight (8) characters in length.
 - Include characters from at least two (2) of these groupings: alpha, numeric, and special characters.
 - Not be the same as the UserID with which they are associated.
 - c. PINs must meet the following:
 - Be a minimum of four (4) numbers; and
 - Not contain repeating or sequential numbers.
 - d. Require password and PIN expiration at regular intervals not to exceed ninety (90) calendar days.
23. When providing users with a new or reset password, or other authentication credentials, use a secure method to provide this information, and require reset at first login whenever a temporary credential is used.

Warning Notice

24. In jurisdictions where unauthorized access to Information Resources and In-Scope Information is a violation of the law, add the following statement to the warning notice: "Unauthorized access is a violation of law" or similar warning language.

Software, Software Code, and Data Integrity

25. Have and use documented procedures to:
 - a. Install and run current antivirus software to scan for and promptly remove or quarantine viruses and other malware.
 - b. Implement controls to ensure that any software not authorized by Supplier to perform In-Scope Work and that is installed on end user devices cannot be used to perform any In-Scope Work.
26. Separate non-production Information Resources from production Information Resources, and separate In-Scope Information from non-production Information Resources.
27. Maintain a documented change control process including back-out procedures for all production environments.

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28. For applications which utilize a database that allows modifications to In-Scope Information, logs for forensic analysis purposes shall be created, retained and available to AT&T for a minimum of six (6) months either on-line or on backup media as follows:
 - a. where transaction logging is supported have database transaction logging features enabled; or
 - b. where transaction logging is not supported have some other mechanism that logs all modifications to In-Scope Information stored within the database including timestamp, UserID and information modified.
29. a. For all software developed or customized for AT&T under the Agreement, review and scan such software to find and remediate malicious code and/or security vulnerabilities prior to initial deployment, upon code changes and/or at least annually, based on potential risk that a given vulnerability is or can be exploited as follows:
 - i. Source code vulnerability scanning must be performed where such tools are commercially available. Where such tools are not commercially available, automated and/or manual processes and procedures must be documented and used.
 - ii. Scan results and remediation plans must be made available to AT&T upon request.
- b. Where technically feasible, for all software used, furnished and/or supported under the Agreement, review and scan such software to find and remediate security vulnerabilities prior to initial deployment, upon code changes and/or at least annually based on potential risk that a given vulnerability is or can be exploited.
30. Perform quality assurance testing for the security components (e.g., testing of identification, authentication and authorization functions), as well as any other activity designed to validate the security architecture, during initial implementation and upon any modifications and updates.

Monitoring and Auditing Controls

31. Restrict access to security logs to authorized individuals, and protect security logs from unauthorized modification.
32. Review, on no less than a weekly basis, all anomalies from security and security-related audit logs and document and resolve logged security problems in a timely manner.
 - a. Such reviews may initially be performed by automated processes that promptly issue alarms and/or alerts when such processes detect significant anomalies so that the issuance of such alarms and/or alerts causes prompt investigation and review by responsible individuals; and
 - b. If automated processes successfully resolve a logged security problem, no further action by responsible individuals is required.
33. a. When presented with evidence by AT&T of a threat to AT&T or AT&T's customers' Nonpublic Information Resources originating from the Supplier's network (e.g., worm, virus or other malware, bot infection, Advanced Persistent Threat (APT), DoS/DDoS attack, etc.), Supplier shall promptly cooperate with AT&T and take all reasonable and necessary steps to isolate, mitigate, and/or terminate all known or suspected threats.

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- b. When Supplier learns of or discovers a known or suspected threat/vulnerability impacting AT&T (including but not limited to notifications received from security researchers or industry resources, bug bounty program, etc.), Supplier must promptly notify and cooperate with AT&T, and take all reasonable and necessary steps to isolate, mitigate, and/or remediate such known or suspected threat/vulnerability.
- c. In the event Supplier discovers that it is non-compliant with, or AT&T finds Supplier to be non-compliant with these Security Requirements, then Supplier shall implement corrective action promptly, but in no less than the earlier of ninety (90) days of Supplier's initial discovery of, or AT&T's initial notification to Supplier of such non-compliance.

Reporting Violations

- 34. Maintain a documented procedure to be followed in the event of a suspected attack upon, intrusion upon, unauthorized access to, loss of, or other security breach involving In-Scope Information in which Supplier shall:
 - a. Promptly investigate and determine if such an attack has occurred; and
 - b. If a successful attack has occurred involving In-Scope Information or it is impossible to determine whether the attack was successful then Supplier shall promptly notify AT&T by contacting:
 - i. Asset Protection by telephone at 1-800-807-4205 from within the US and at 1-908-658-0380 from elsewhere; and
 - ii. Supplier's contact within AT&T for service-related issues.
- 35. After notifying AT&T whenever there is a successful attack upon, intrusion upon, unauthorized access to, loss of, or other breach of In-Scope Information, provide AT&T with regular status updates, including, actions taken to resolve such incident, at mutually agreed intervals or times for the duration of the incident and, within seven (7) calendar days of the closure of the incident, provide AT&T with a written report describing the incident, actions taken by the Supplier during its response and Supplier's plans for future actions to prevent a similar incident from occurring.

Mobile and Portable Devices

- 36. Use Strong Encryption to protect all In-Scope Information stored on Mobile and Portable Devices.
- 37. Use Strong Encryption to protect all In-Scope Information transmitted using or remotely accessed by network-aware Mobile and Portable Devices.
- 38. Maintain documented policies, standards and procedures for Mobile and Portable Devices used to access and/or store In-Scope Information that include the following requirements:
 - a. All users must be authorized for such access and their identity authenticated;
 - b. Mobile and Portable devices must be physically secured and/or in the physical possession of authorized individuals;
 - c. Where technically feasible, use a remote wipe capability on such devices to promptly and securely delete In-Scope Information, when such devices are not in the physical possession of authorized individuals nor otherwise physically secured; and
 - d. Jailbroken or rooted smartphones cannot be used to perform In-Scope Work.
- 39. Implement and maintain a documented policy that prohibits the use of any:
 - a. Supplier-issued Mobile and Portable Devices to access and/or store In-Scope Information unless the device is administered and/or managed by Supplier; and

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- b. Non-Supplier issued Mobile and Portable Devices to access and/or store In-Scope Information unless adequately segregated and protected by utilizing a Supplier administered and/or managed secure container-based and/or sandbox solution.

Security Gateways

- 40. Require Multi-Factor Authentication for administrative and/or management access to Security Gateways, including any access for the purpose of reviewing log files.
- 41. Maintain documented controls, policies, processes and procedures to ensure that unauthorized users do not have administrative and/or management access to Security Gateways, and that user authorization levels to administer and manage Security Gateways are appropriate.
- 42. At least annually, ensure that each Security Gateway rule was properly authorized and is traceable to a specific business request, and that all rule sets either explicitly or implicitly end with a "DENY ALL" statement.
- 43. Use monitoring tools to ensure that all aspects of Security Gateways (e.g., hardware, firmware, and software) are operational at all times. Ensure that all non-operational Security Gateways are configured to deny all access.

Wireless Networking

- 44. When using radio frequency (RF) based wireless networking technologies (e.g., Bluetooth and Wi-Fi) to perform or support In-Scope Work for AT&T, ensure that all In-Scope Information transmitted must use appropriate encryption technologies sufficient to protect the confidentiality of In-Scope Information; provided, however, in any event such encryption shall use no less than key lengths of 256-bits for symmetric encryption and 2048-bits for asymmetric encryption. The use of RF-based wireless headsets, keyboards, microphones, and pointing devices, such as mice, touch pads, and digital drawing tablets, is excluded from this requirement.

Connectivity Requirements

- 45. In the event that Supplier has, or will be provided, connectivity to AT&T's or AT&T's customers' Nonpublic Information Resources in connection with In-Scope Work, then Supplier shall not establish additional interconnections to AT&T's and AT&T's customers' Nonpublic Information Resources without the prior consent of AT&T and shall:
 - a. Use only the mutually agreed upon facilities and connection methodologies to interconnect AT&T's and AT&T's customers' Nonpublic Information Resources with Supplier's Information Resources.
 - b. If the agreed upon connectivity methodology requires that Supplier implement a Security Gateway, maintain logs of all sessions using such Security Gateway. Such session logs must include sufficiently detailed information to assist with a security incident or a forensic investigation (e.g., identification of the end user or application accessing AT&T). Such session logs must include origination IP address, destination IP address, ports/service protocols used and duration of access. Such session logs must be retained for a minimum of six (6) months.

Supplier Entity Compliance

- 46. Supplier shall:
 - a. Ensure all Supplier Entities performing In-Scope Work are aware of, and in compliance with, these Security Requirements.
 - b. Ensure all Supplier Entities performing any In-Scope Work are contractually obligated to comply with these Security Requirements, or in any event, requirements that are no less stringent.
 - c. Ensure the use of AT&T's Information Resources and In-Scope Information by Supplier Entities will only be for the performance of In-Scope Work.
 - d. Upon AT&T's request, Supplier will provide documentation to adequately substantiate such compliance.

Protection of AT&T's SPI & SCD

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47. Use Strong Encryption to protect AT&T's SPI and/or AT&T's SCD (see Table 1 and 2 below) when transmitted over all networks. This applies to all technologies used for the transmission of SPI and/or AT&T's SCD.
48. Use Strong Encryption to protect AT&T's SPI and/or AT&T's SCD (see Table 1 and 2 below) when stored.

Cloud Services

49. When storing In-Scope Information in a Cloud Service, ensure all In-Scope Work performed by Supplier Entities is in compliance with these Security Requirements, or in any event, requirements that are no less stringent.
50. When utilizing a Cloud Service enforce.
 - a. Multi-Factor Authentication for all Privileged Users.
 - b. In addition to Strong Encryption of SPI and SCD use Strong Encryption to protect all In-Scope Information when:
 - i. Transmitted over all networks to, from, and within a Cloud Service.
 - ii. Stored within a Cloud Service.

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Table 1 - AT&T SPI Data Elements

Data elements Supplier has or obtains in the course of performing its obligations under this Agreement in the following tables must be treated as SPI when used in their entirety, unless explicitly stated in the following table. This applies to all data formats including scanned images, PDFs, JPGs and any other unified communication, and collaboration tools/content.

Individual Identification

Data Element	Description
Driver's License Number	
Taxpayer Identification Number	
U.S. Social Security Number (SSN)	
Nationally-Issued Identification Number	Includes visa and/or passport values. Excludes any such numbers that are issued on the understanding that they must be a matter of public record, e.g. U.S. FCC Radio License.
State or Province-Issued Identification Number	

Financial Data

Data Element	Description
Payment Card Number	Primary Account Number (PAN) for all types of payment card (corporate, personal, etc.)
Payment Card Security Data	The security data used in association with a payment card (corporate, personal, etc.) in order to confirm legitimate use. Includes for example Card Security Codes and Personal Identification Numbers (PINs) used with payment cards but excludes PINs used to authenticate access to AT&T systems.
Bank Account Number	Includes all types of bank accounts (savings, checking, etc.) both personal and business in an individual's name. Excludes bank routing number.

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Computer Identification and Authentication

Data Element	Description
<p>Customer Authentication Credentials</p> <p>Applies to Customers only</p>	<p>Values used by customers to authenticate and permit access to:</p> <ul style="list-style-type: none"> • The customers' personal information, including CPNI and AT&T Proprietary (Sensitive Personal Information) — or — • An application enabling the customer to subscribe to, or unsubscribe from, AT&T services — or — • An AT&T service the customer is subscribed to <p>Includes: Personal Identification Numbers (PINs), passwords or passcodes. Excludes Card Security Codes and PINs used in association with payment cards.</p>
<p>Customer Authentication Credential Hints</p> <p>Applies to Customers only</p>	<p>Answers to questions used to retrieve customer authentication credentials, for example mother's maiden name.</p>
<p>Location-Based Information (LBI)</p>	<p>Information that identifies the current or past location of a specific individuals' mobile device. This element contains two factors both of which must be present and able to be associated with each other:</p> <ol style="list-style-type: none"> 1. A mobile device's location (e.g. a map address, or latitude and longitude together with altitude where known) derived from the mobile device through activities such as GPS or network connectivity rather than as a result of user action (e.g. revealing location in the content of an email, or SMS) <p style="text-align: center;">-and -</p> <ol style="list-style-type: none"> 2. An individual's identity derived from a unique identifier assigned to that mobile device such as customer name, MSISDN, IMSI, IMEI or ICCID, or similar persistent identifier, e.g. VIN.

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Other Data

Data Element	Description
Date of Birth (DOB)	<p>An individual's full and complete DOB, i.e. including Month, Day and Year. Excludes partial DOB where only Month and Day are used without Year. This element contains two factors both of which must be present and able to be associated with each other:</p> <ol style="list-style-type: none"> 1. A full and complete DOB - and - 2. The individual's identity, either explicitly or via a unique identifier that can be linked to that individual.
Biometric Data	<p>Measures of human physical and behavioral characteristics used for authentication purposes, for example fingerprint, voiceprint, retina or iris image. Excludes templates that contain discrete data points derived from biometric data that do not hold the complete biometric image, where the template cannot be reverse engineered back to the original biometric image.</p>
Criminal History Subject to non-U.S. jurisdiction ¹	<p>Information about an individual's criminal history, e.g. criminal check portion of a background check.</p>
Background Checks	<p>Includes credit history, employment history, driving records. Excludes Criminal History (see above).</p>
Racial or Ethnic Origin Subject to non-U.S. jurisdiction ¹	<p>Data specifying and/or confirming an individual's racial or ethnic origin.</p>
Trade Union Membership Subject to non-U.S. jurisdiction ¹	<p>Data specifying and/or confirming an individual is a member of a trade union outside of the U.S.</p>
Information Related to an Individual's Political Affiliation, Religious Belief, or Sexual Orientation Subject to non-U.S. jurisdiction ¹	<p>Data specifying and/or confirming an individual's political affiliation, religious or similar beliefs, or sexual life or orientation.</p>

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The following "Human Resources" data elements have been classified as "AT&T Proprietary (Sensitive Personal Information)", as between AT&T and Supplier, when they apply to an employee, contractor, customer or supplier, and when Supplier has or obtained such data elements in the course of performing its obligations under this Agreement:

Health Data

Data Element	Description
U.S. Protected Health Information (PHI)	<p>Includes any U.S. health information used in AT&T's Group Health Care plans or belonging to AT&T's customers that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individuals that include information about:</p> <ul style="list-style-type: none"> • The individual's past, present or future physical or mental health or condition, • The provision of health care to the individual — or — • The past, present, or future payment for the provision of health care to the individual. <p>Health information of retirees, employees, or employee beneficiaries used by AT&T for purposes other than a group health plan is not PHI.</p>
Medical and Health Information Subject to non-U.S. jurisdiction ¹	Any information concerning physical or mental health or condition. Includes disability information.
Genetic Information	Includes information about an individual's genetic tests.

Customer Privacy Data

Data Element	Description
Customer Web Browsing History	<p>Information about what websites our customers visit and <i>applications</i> they use on our <i>network</i> (wireline and wireless including Wi-Fi); this does not include browsing and activities associated with customers' use of official AT&T corporate websites or history captured at the network level prior to "processing" (e.g. raw data streams not associated with a customer).</p>

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Customer Privacy Data (continued)

Data Element	Description
Customer Viewing History	Information about programs watched or recorded, games and applications used, etc. (e.g. <i>DIRECTV</i> ® (DTV) Set Top Box viewing, <i>DIRECTV NOW</i> ® viewing)
Customer Web communications payload	Limited to communication payload captured as part of service analysis, e.g. <i>Deep Packet Inspection (DPI)</i> data. (AT&T use)

Footnotes:

Where Supplier has or obtains such data elements in the course of performing its obligations under this Agreement, and have the term "Subject to non-U.S. jurisdiction" associated with them, that data element is to be classified, as between AT&T and Supplier, as "AT&T Proprietary (Sensitive Personal Information)" when applied to data elements subject to non-U.S. jurisdiction, irrespective of whether the data is created, handled, processed, destroyed or sanitized inside or outside the United States.

Table 2 - AT&T SCD Data Elements

Data elements Supplier has or obtains in the course of performing its obligations under this Agreement in the following table must be treated as SCD when used in their entirety, unless explicitly stated in the following table. This applies to all data formats including scanned images, PDFs, JPGs and any other unified communication, and collaboration tools/content.

Sensitive Customer Data (Customer Privacy)

Data Element	Description
Customer "messaging" content	Including: <i>Email</i> , text messages, conference call recording, and voice mail call recording. Excluding: 1. "Messaging" between customers and AT&T in conducting official AT&T corporate business. 2. Any other data.
Customer Telemetry Data	Automated communications for monitoring by the customer (rather than AT&T). Including all data that is generated by our customers' use of the <i>Digital Life</i> ® service or any other <i>IoT</i> service that is used by the customer to monitor or control the service. For example, video files. (Customer use)

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Appendix P. AT&T's Vendor Expense Policy

AT&T Vendor Expense Policy AT&T, Inc. and Participating Companies

1.0 General

The AT&T Vendor Expense Policy (VEP) provides guidelines to be followed by all vendors of AT&T in requesting reimbursement for business travel, meals and other business-related expense. Expenses outside this policy are not reimbursable.

The following principles apply to requests for expense reimbursement:

When spending money that is to be reimbursed, vendors must ensure that an AT&T Company ("Company") receives proper value in return.

Personal expenditures reported for reimbursement should be billed exactly as they were incurred. The use of averages for any type expenditure or combination of expenditures is not permitted except as specifically provided or documented in a contract.

Every vendor and AT&T employee who certifies or approves the correctness of any voucher or bill should have reasonable knowledge the expense and amounts are proper and reasonable. In the absence of the adoption of such policy, or existing contractual agreements, these guidelines are considered the minimum requirements for requesting reimbursement of Company funds.

Deviations from this VEP *must be approved in writing* by the sponsoring Senior Manager or Officer of an AT&T Company.

Receipts will be requested and reviewed for any unusual or out of the ordinary expenses or where the approver cannot make a reasonable determination of the propriety of the invoice without a receipt.

1.1 Non-Reimbursable Expenses

The following is a list, although not all inclusive, of expenses considered not reimbursable:

- Airline club membership fees, dues, or upgrade coupon
- Baggage fees beyond the first piece of luggage
- Barber/Hairstylist/Beautician Expenses
- Birthday cakes, lunches, balloons, and other personal celebration/recognition costs
- Break-room supplies for the vendor, such as coffee, creamer, paper products, soft drinks, snack food
- Car rental additional fees as an example: Global Positioning System (GPS) devices, or fee charged for airline frequent flyer miles.
- Car Washes

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- Clothing, personal care items, and toiletries
- Credit card fees
- Dependent care
- Entertainment expenses
- Expenses associated with spouses or other travel companions
- Expenses to cover meals or expenses for an AT&T employee, whether in a home location or on official travel
- Flowers, cards and gifts
- Health Club and Fitness facilities
- Hotel pay-per-view movies, Video Games and/or mini bar items
- Hotel no-show or cancellation charges
- Insurance for rental car and or flight
- Internet access in hotels (added to 3.5)
- Laundry (except when overnight travel is required for 7 or more consecutive nights)
- Lawn care
- Lost: luggage, cash, personal items and valuables, and tickets
- Magazines & newspapers
- Meals not consistent with AT&T's Global Employee Expense Policy and or meals not directly required for doing business on the AT&T account (e.g. vendors cannot voucher lunch with each other simply to talk about AT&T)
- Medical supplies
- Membership fees to exercise facilities or social/country clubs
- Movies purchased while on an airplane
- Office expenses of vendors for example: a calendar
- PC, cell phone, and other vendor support expenses (unless specifically authorized in the agreement)
- Personal entertainment
- Phone usage / Wi-Fi on airline unless prior written approval by AT&T
- Safe rentals during a hotel stay
- Souvenirs, personal gifts
- Surcharges for providing fast service (not related to delivery charges such as FedEx, UPS, etc.). AT&T expects all vendors to complete the terms of contracts in the shortest period practicable. Charges for shortening the timeframe in which contracts are fulfilled are not permissible.
- Tips for housekeeping and excessive tips, *i.e.*, in excess of 15% to 18% of cost of meal or services, excluding tax
- Tobacco Products
- Traffic or Parking Fines
- Travel purchased with prepaid air passes.
- Upgrades on airline, hotel, or car rental fees
- Water (bottled or dispensed by a supplier), (unless authorized for specific countries where it is recommended that bottled water is used)
- Fee charged for advanced reservation for airport parking
- Supplier shall not bill for travel, meal, or living expenses when its employees are working from their own homes or office locations or at an AT&T location that is one hour's driving time or less away from the employees' residences or office locations.

The failure to comply with the above mentioned restrictions will result in the Company refusing payment of charges or pursuing restitution from the vendor.

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2.0 Responsibilities

2.1 Vendor's Responsibility

Vendors are responsible for ensuring clarification of any questions from sponsoring AT&T managers relative to reimbursable business expenses.

It is mandatory that financial transactions are recorded in a timely manner. **Out-of-pocket business expense(s) for vendors that are not submitted for reimbursement within 90 calendar days from the date incurred are considered non-reimbursable.** Company managers who are responsible for approving reimbursable expenses of vendors should ensure they are submitted and approved in a timely manner.

3.0 Travel Policy

Vendors must first consider the feasibility of using videoconferencing or teleconferencing as an alternative to travel. Travel that is to be reimbursed by AT&T should be incurred only as necessary and pre-approved by AT&T (unless otherwise authorized in the agreement).

AT&T reserves the right to dispute any expense submittal and if not verifiable as valid may reject reimbursement. Reimbursements will be made to vendor only after expenses are verified as valid.

3.1 Travel Authorization

Travel requiring overnight stays must be pre-approved by the sponsoring AT&T 3rd Level Manager or above and should be approved only if it is necessary for the vendor to travel to perform required work.

3.2 Travel Reservations

Vendors are expected to procure the most cost-efficient travel arrangements, preferably equivalent to the AT&T discount rate. AT&T does not reimburse for travel purchased with prepaid air passes.

3.3 Travel Expense Reimbursement

Vendor travel expenses incurred for company business are reimbursable only as specified in these guidelines. Travel expenses may include the following:

- Transportation (airfare or other commercial transportation, car rental, personal auto mileage, taxi and shuttle service)
- Meals and lodging
- Parking and tolls
- Tips/porter service (if necessary and reasonable)
- Vendors who stay with friends or relatives or other vendor employees while on a Company business trip will **NOT** be reimbursed for lodging, nor will they be reimbursed for expenditures made to reciprocate their hospitality by buying groceries, being host at a restaurant, etc.

The expense must be ordinary and necessary, not lavish or extravagant, in the judgment of the AT&T sponsoring management. Any reimbursement request must be for actual expenditures only.

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3.4 Air Travel Arrangements

Vendors must select lowest logical coach airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain lowest possible airfare). Vendors must consider non-refundable fares, routing requiring one additional interim stop in each direction, or an alternate flight within 2 hours of the original departure and arrival time. First class bookings are not reimbursable. Vendors can request business class when a single segment of flight time ("in air time" excluding stops, layovers and ground time) is greater than 8 continuous hours providing the relevant manager pre-approves.

3.5 Hotel Arrangements

AT&T has established Market-Based Room Rate Guidelines for vendors to reference when making hotel reservations in the United States. Vendors should contact their AT&T sponsoring manager to receive guidance for hotel rates when traveling in the U.S. Sponsoring managers may access Travel Central to obtain information on the AT&T U.S. Market Guidelines. Vendors traveling outside the U.S. should reference the GSA, Government Per Diem as a guide: https://aoprals.state.gov/web920/per_diem.asp. Non-US vendors may use these dollar per diems as a guide, but any locally specified per diems will take precedence. Vendors are expected to abide by these guidelines when making hotel arrangements or use specified AT&T preferred hotels/maximum location rates or reasonably priced hotels outside of the U.S. The AT&T sponsoring manager can advise which hotel/max rate to use if there is a hotel in the location concerned. AT&T will only reimburse vendors up to the established room rate guideline/AT&T preferred hotel rate in each market, or for actual hotel lodging charges incurred, whichever is less.

There must be a strong business justification for incurring any cost for internet access, and a request for reimbursement must be accompanied by a detailed explanation regarding reason for charge.

Note: Vendors must indicate the number of room nights on the transaction line when invoicing for reimbursement of hotel expenses. Copies of all hotel bills must be made available for any invoice containing lodging charges.

3.6 Ground Transportation

While away from their home location overnight, vendors are expected to utilize rapid transit or local shuttle service. If the hotel provides a complimentary shuttle, vendors are to use this service before paying for transportation. If complimentary service is not provided a taxi or other local transportation is reimbursable as a business expense. Tips provided to taxi drivers cannot exceed 15% of the value of the total fare.

A rental car is appropriate when the anticipated business cost is less than that of other available public transportation. Except to the extent necessary to accommodate several travelers and/or luggage requirements, vendors will not be reimbursed for automobile rentals other than economy or mid-sized/intermediate models.

"Loss Damage Waiver" and "Extended Liability Coverage" are not considered reimbursable in the US. Prepaid fuel or refueling charges at the time of return are not reimbursable. Rental cars should be refueled before returning to the rental company, since gas purchased through the rental company carries an expensive refueling service charge.

3.7 Use of Personal Vehicle

When use of personal vehicle is required for business travel, AT&T will reimburse for daily mileage for amounts over 50 miles (first 50 miles not reimbursable). This includes parking and toll fees. Vendors/suppliers should provide the following information:

- Purpose of the trip
- Date
- Starting Point and Destination

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- Mileage log –when combining numerous trips, a mileage log should be provided showing the total mileage of the daily trips less the 50 miles not allowed for reimbursement (**See Section 3.16 Expenses Incurred in the vicinity of home/work location**).

3.8 Parking

If airport parking is necessary, vendors must use long term parking facilities. Additional costs for short term, valet or covered parking are not reimbursable.

3.9 Entertainment

Entertainment expense is not reimbursable to vendors. Entertainment includes meal expense involving AT&T personnel, golf fees, tickets to events and related incidental expenses. Hotel charges for a pay-per-view movie, individual sightseeing tours, or other individual activities (i.e., golf, sporting event, movie, etc.) are not reimbursable.

3.10 Laundry and Cleaning

Reasonable laundry charges during business trips of seven or more **consecutive** nights are reimbursable based on actual expenses incurred.

3.11 Communications

- The actual cost of landline telephone calls for AT&T business is reimbursable. The use of AT&T products is required when available.
- AT&T will not reimburse vendors for cell phone bills unless approved under the contract. With prior consent of the sponsoring AT&T Senior Manager, only individual calls that **exceed** a vendor's rate plan that are necessary to conduct business for AT&T may be reimbursed.
- Charges for high speed internet access are not reimbursable unless specifically approved in the contract.

3.12 Business Meals (Travel and Non-Travel)

Vendors when dining alone on an out-of-town business trip are expected to spend \$62 USD or less per day inclusive of tax and gratuity for meals within the U.S. and \$153 USD equivalent or less per day inclusive of tax and gratuity for meals outside the U.S. except where governed by law or mandatory per diem. This includes all meals purchased during the day. Vendors should take into consideration the travel destination and exercise good judgment in incurring reasonable meal expenses.

AT&T managers authorizing invoices will be held accountable for ensuring that vendors are following this policy and are spending Company funds economically.

3.13 Flowers, Greeting Cards, Gifts and Incentive Awards

The cost of gifts, flowers, birthday lunches, or greeting cards is considered a personal expense and is not reimbursable. For example, vendors making a donation or providing a gift for a fund-raiser for AT&T may not submit such an expense to AT&T for reimbursement.

3.14 Loss or Damage to Personal Property

The Company assumes no responsibility for loss or damage to a vendor's personal property during business functions or hours.

3.15 Publications

Subscriptions to or purchases of magazines, newspapers and other publications are not reimbursable.

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3.16 Expenses incurred in the vicinity of home/work location

Supplier shall not bill for travel, meal or living expenses when employees are working from their own homes, office locations or an AT&T location that is **within 50 miles** of the employees' residence or work location.

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