

**AT&T General Policies
For
AT&T Mobility Solutions Application Resale Agreement**

5/18/2016

These AT&T General Policies are a binding part of the AT&T Mobility Solutions Application Resale Agreement between Supplier and AT&T Services, Inc (the “Resale Agreement”).

These General Policies:

1. Set forth specific obligations and prohibitions that govern certain aspects of the resale relationship between Supplier and AT&T;
2. Supplement and have the same force and effect as the terms and conditions of Supplier’s Resale Agreement;
3. Are not intended to be, and cannot be construed as a waiver of any obligations in Supplier’s Resale Agreement.

New or revised General Policies issued by AT&T in the future supersede the previous version of the applicable General Policies.

Table of Contents:

I. Access	2
II. Background Checks	3
III. Delivery, Performance and Acceptance	5
IV. Insurance	6
V. Security Attachment (SISR)	9
VI. Quality Assurance	10
VII. Vendor Expense Policy	11

I. Access

- a. When appropriate, Supplier shall have reasonable access to AT&T's or AT&T's Customer's premises and computer systems during normal business hours, and at such other times as may be agreed upon by the Parties to enable Supplier to perform its obligations under this Agreement. Supplier shall coordinate such access with AT&T's designated representative prior to visiting such premises. Supplier will ensure that only persons employed by Supplier or subcontracted by Supplier will be allowed to enter AT&T's or AT&T's Customer's premises. If AT&T requests Supplier or its subcontractor to discontinue furnishing any person provided by Supplier or its subcontractor from performing Work on AT&T's or AT&T's Customer's premises, Supplier shall immediately comply with such request. Such person shall leave AT&T's or AT&T's Customer's premises immediately and Supplier shall not furnish such person again to perform Work on AT&T's or AT&T's Customer's premises without AT&T's written consent. The Parties agree that, where required by governmental regulations, Supplier will submit satisfactory clearance from the U.S. Department of Defense and/or other federal, state or local authorities.
- b. AT&T may require Supplier or its representatives, including employees and subcontractors, to exhibit identification credentials, which AT&T may issue to gain access to AT&T's or AT&T's Customer's premises for the performance of Services. If, for any reason, any Supplier representative is no longer performing such Services, Supplier shall immediately inform AT&T. Notification shall be followed by the prompt delivery to AT&T of the identification credentials, if issued by AT&T. Supplier agrees to comply with AT&T's corporate policy requiring Supplier or its representatives, including employees and subcontractors, to exhibit their company photo identification in addition to the AT&T issued photo identification when on AT&T's or AT&T's Customer's premises.
- c. Supplier shall ensure that its representatives, including employees and subcontractors, while on or off AT&T's or AT&T's Customer's premises, will (i) perform Work which conforms to the Specifications, (ii) protect AT&T's or AT&T's Customer's material, buildings and structures, (iii) perform Work which does not interfere with AT&T's business operations, and (iv) perform such Work with care and due regard for the safety, convenience and protection of AT&T and AT&T's Customers, their employees, and property.
- d. Supplier shall ensure that all persons furnished by Supplier work harmoniously with all others when on AT&T's or AT&T's Customer's premises.
- e. When Supplier obtains access to AT&T's computer systems, whether directly or remotely by means of data/telecommunications, Supplier will access them only by way of a AT&T authorized remote access network gateway, and AT&T UID/strong password combination in compliance with AT&T's Supplier Information Security Requirements, attached hereto as Appendix O.
- f. Supplier will ensure that its employees and agents will, while on the premises of AT&T or at any other location while performing subcontracted Services under this agreement for AT&T, perform such Services in conformance with all AT&T rules and policies (including its "Code of Business Conduct", a copy of which is available upon request and the rules and policies of the customer with whom AT&T is the prime contractor. AT&T will have the right to have the Supplier personnel removed and replace Supplier Personnel who in AT&T's opinion are not conforming to AT&T's or its customer's rules or policies. In addition, Supplier agrees that, where required by government regulations, it will submit satisfactory clearance from the U. S. Department of Defense and/or other federal or state authorities concerned.

II. Background Checks

- a. Supplier, with respect to the following requirements in this Section (collectively, “Background Checks”) and subject to any federal, state, or local laws, rules or regulations which may limit any Supplier action otherwise required by this section, shall:

(i) make all reasonable and legally permitted efforts, including checking the background, verifying the personal information and conducting a Drug Screen to determine and verify all information necessary to represent and warrant to AT&T that no Supplier employee, contractor or subcontractor and no employee or agent of any Supplier contractor or subcontractor (“Supplier Person”) who Supplier proposes to have perform any Service that permits physical, virtual or other access to AT&T 's or its customer's premises, systems, networks, or Information (“Access”) at any time during the term,

(a) has presented a positive Drug Screen,

(b) has been convicted of any felony, or has been convicted of any misdemeanor involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution, or crimes involving unlawful possession or use of a dangerous weapon (“Conviction”) or

(c) is identified on any government registry as a sex offender (“Sex Offender Status”); and

(ii) not permit any such Supplier Person presenting a positive Drug Screen, to perform any Service that permits such Access during the term.

Supplier shall comply with the obligations of subsections (b) and (c) above through the use of a third party service which shall perform a review of applicable records for those counties, states, and federal court districts in which a proposed Supplier Person has identified as having resided, worked, or attended school in the previous ten (10) years, unless a shorter period is required by any federal, state, or local law.

- b. Supplier acknowledges and agrees that it is Supplier’s sole and exclusive responsibility to determine whether a Supplier Person with a Conviction or a Sex Offender Status has a reasonable relationship to the individual’s fitness or trustworthiness to perform the Service, subject to any federal, state, or local restrictions on the consideration of criminal convictions in making employment decisions and should be denied Access during the term under the terms of this Agreement and in compliance with all federal, state, and local laws, unless an exception is granted by AT&T under paragraph e. of this Section.
- c. Supplier represents and warrants to AT&T that, to the best of its knowledge, no Supplier Person has (i) falsified any of his or her Identification Credentials, or (ii) failed to disclose any material information in the hiring process relevant to the performance of any Service. Supplier shall not permit any Supplier Person who has falsified such Identification Credentials or failed to disclose such information to perform any Service that permits Access.
- d. The following definitions apply:
1. “Identification Credentials” includes, with respect to each Supplier Person, his or her Social Security number, driver’s license, educational credentials, employment history, home address, and citizenship indicia.
 2. “Drug Screen” means the testing for the use of illicit drugs (including opiates, cocaine, cannabinoids, amphetamines, and phencyclidine (PCP)) of any Supplier Person who (i) has

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unsupervised (or badged) physical Access to AT&T's or its customer's premises, or (ii) has regular or recurring supervised physical Access to AT&T's or its customer's premises for more than thirty (30) days in the aggregate annually.

- e. The failure of Supplier to comply with the requirements of this Section shall be considered a material breach of this Agreement. Notwithstanding any of the foregoing, exceptions for individual Supplier Persons may be granted by AT&T on a case-by-case basis.

III. Delivery, Performance and Acceptance

- a. Supplier shall ship Material that strictly conforms to Specifications. Supplier shall prepay for shipment and ship, based on the lowest published price, by reliable common carrier.
- b. If a Statement of Work provides that Acceptance is subject to inspection and testing after Delivery: Supplier shall provide AT&T a Notice of Completion after Delivery; and AT&T's Acceptance Test Period shall commence upon (i) AT&T's receipt of Supplier's Notice of Completion for Services, or (ii) upon AT&T's receipt of Material from the carrier where Supplier provides no Services at destination.
- c. If Material or Services are not in strict compliance with the Specifications at the time of Delivery, AT&T shall so notify Supplier and provide Supplier an opportunity to cause such Material or Service to strictly comply with the Specifications. Supplier shall notify AT&T of its plan to take corrective action within two business days, and shall thereafter proceed to complete its corrective action as promptly as reasonably possible, in accordance with a plan reasonably acceptable to AT&T. After prompt corrective action, Supplier shall notify AT&T and, if a Notice of Completion was previously provided, Supplier shall provide a new Notice of Completion, and AT&T has the right to start a new Acceptance Test Period.
- d. If the Material and Services successfully complete the Acceptance Tests during the Acceptance Test Period, AT&T will Accept the Material and Services by furnishing the Acceptance Letter to Supplier. If a Statement of Work provides that Acceptance is subject to inspection and testing after Delivery, then Acceptance occurs when AT&T furnishes an Acceptance Letter.
- e. If Supplier fails to take prompt corrective action within two business days after having received notice that Materials or Services are not in strict compliance with Specifications, or if after two (2) or more Acceptance Test Periods, Supplier has failed to correct the defects, or if the Material and Services are not in strict compliance with the Specifications, AT&T has the right, but not the obligation, to Cancel the Order, in whole or in part, without any liability whatsoever to Supplier. In no event does AT&T's use of Material or Service during the Acceptance Test Period constitute Acceptance, nor is Acceptance to be deemed ever to occur before Supplier completes its Delivery. Payment for Material or Services does not constitute Acceptance of such Materials or Services.

IV. Insurance

- a. With respect to Supplier's performance under this Agreement, and in addition to Supplier's obligation to indemnify, Supplier shall at its sole cost and expense:
 1. maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by Laws:
 - i. at all times during the term of this Agreement and until completion of all Work associated with this Agreement, whichever is later; and
 - ii. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of Work under this Agreement;
 2. require each subcontractor who may perform Work under this Agreement or enter upon the Work site to maintain coverages, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins Work, throughout the term of the subcontractor's Work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
 3. procure the required insurance from an insurance company eligible to do business in the state or states where Work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of **Workers' Compensation** insurance, Supplier may procure insurance from the state fund of the state where Work is to be performed; and
 4. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. Supplier shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice to AT&T of cancellation, non-renewal, or reduction in coverage, terms, or limits. Supplier shall deliver such certificates:
 - i. prior to execution of this Agreement and prior to commencement of any Work;
 - ii. prior to expiration of any insurance policy required in this Section; and
 - iii. for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.
- b. The Parties agree that:
 1. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Supplier's obligation to maintain the insurance required under this Agreement;
 2. the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Supplier, nor shall it be deemed as a limitation on Supplier's liability to AT&T in this Agreement;

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3. Supplier may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
 4. Supplier is responsible for any deductible or self-insured retention.
- c. The insurance coverage required by this Section includes:
1. **Workers' Compensation** insurance with benefits afforded under the laws of any state in which the Work is to be performed and **Employers Liability** insurance with limits of at least:
 - \$500,000 for Bodily Injury – each accident
 - \$500,000 for Bodily Injury by disease – policy limits
 - \$500,000 for Bodily Injury by disease – each employee
 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees. In states where **Workers' Compensation** insurance is a monopolistic state-run system, Supplier shall add **Stop Gap Employers Liability** with limits not less than \$500,000 each accident or disease.
 2. **Commercial General Liability** insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
 - \$2,000,000 General Aggregate limit
 - \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence
 - \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury
 - \$2,000,000 Products/Completed Operations Aggregate limit
 - \$1,000,000 each occurrence limit for Products/Completed Operations
 - \$1,000,000 Damage to Premises Rented to You (Fire Legal Liability)

The **Commercial General Liability** insurance policy must:

- i. include AT&T, its Affiliates, and their directors, officers, and employees as Additional Insureds. Supplier shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be “blanket” or “automatic” addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) days of execution of this Agreement and within sixty (60) days of each **Commercial General Liability** policy renewal;
 - ii. include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees; and
 - iii. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.
1. **Business Automobile Liability** insurance with limits of at least \$1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

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2. **Umbrella/Excess Liability** insurance with limits of at least \$1,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers Liability policies. **Umbrella/Excess Liability** limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.
3. **Professional Liability (Errors & Omissions)** insurance with limits of at least \$1,000,000 each claim or wrongful act.

V. Security Attachment

Upon the Effective Date of this Agreement and thereafter Supplier will comply with AT&T's Supplier Information Security Requirements ("SISR") available at: http://www.attsuppliers.com/misc/ATT_SISR_Appendix.pdf and incorporated herein by reference. Supplier further agrees to comply with the terms and conditions of the SISR, as may be changed from time-to-time by AT&T.

VI. Quality Assurance

- a. In addition to its obligations under the Section entitled “Warranty,” Supplier represents and warrants that:
1. all processes utilized to produce Material and provide Services are controlled and adequate to Deliver consistent with Specifications and this Agreement;
 2. Supplier has evaluated the process controls of its subcontractors and vendors and has determined that they are adequate to Deliver Materials and Services consistent with Specifications and this Agreement; and
 3. all Material and Services are subjected to the above-mentioned process controls.

For information purposes only, excellent Quality Management System guidance can be found in TL 9000 and ISO 9001. Copies of ISO 9001 may be ordered through the American Society for Quality at 800.248.1946. Copies of TL 9000 Handbooks may be ordered through the QuEST Forum web site at www.tl9000.org. Select the Handbook’ link from the TL 9000 home page, which will direct you to the TL 9000 Handbooks purchase page.

- b. Throughout the term of this Agreement, Supplier shall periodically evaluate process controls to verify whether each is still adequate to Deliver Material and Services consistent with Specifications and this Agreement. AT&T reserves the right to request a review of such process controls throughout the term of this Agreement.
- c. If Supplier or AT&T, at any time during the term of this Agreement, determines that the process controls are insufficient to meet the obligations herein, then at no additional charge to AT&T, Supplier shall:
1. provide to AT&T a quality plan to remedy such insufficient Quality Process. Such quality plan shall include the following information, in detail:
 - i. a schedule for achieving an adequate Quality Process; and
 - ii. the actions that will achieve and remedy such insufficiencies.
 2. Should remedy efforts described above fail to address insufficiencies within thirty (30) days or upon AT&T’s notification to Supplier that remedy efforts are insufficient, whichever is earlier, or within a time period as mutually agreed, Supplier shall engage a third party consultant to perform quality control or quality assurance activities. Supplier shall provide AT&T or AT&T’s agent with notice of such engagement, including the name of the third party consultant, and shall provide AT&T or AT&T’s agent with cooperative assistance to such consultant.
- d. If requested by AT&T Supplier shall:
1. provide performance measurements periodically that demonstrate compliance with the Specifications and this Agreement.
 2. The Parties shall mutually agree upon appropriate performance measurements.
- e. Nothing contained in this Clause, “Quality Assurance,” will diminish Supplier’s obligation to Deliver Material and perform Services in conformance to Supplier’s obligations in this **Agreement**.

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VII. Vendor Expense Policy

If reimbursement of expenses is so authorized, in order 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 located at <http://www.attsuppliers.com/downloads/Vendor-Expense-Policy.pdf>.