

Order

No. 12422.W.097

For

Strategic Platform Development Services

Between

Tech Mahindra Limited

And

AT&T Services, Inc.

## 1. PREAMBLE

### **Project Name: Strategic Platform Development Services (the “Project”)**

This Order No. 12422.W.097 (the “Order”), effective as of the date the last Party signs (the "Order Effective Date"), is by and between Tech Mahindra Limited, an India corporation (“Supplier”) and AT&T Services, Inc., a Delaware corporation (“AT&T”), each of which may be referred to in the singular as “Party” or in the plural as “Parties”, and incorporates by reference the terms and conditions of the Software and Professional Services Agreement No. 12422.C , dated October 1, 2015 (the “Master Agreement”), as amended, between the Parties.

For avoidance of doubt, any terms and conditions in this Order that modify or change the terms and conditions of the Master Agreement shall apply to this Order only.

## 2. ACRONYMS AND DEFINITIONS

<b>Acronym</b>	<b>Description</b>
AI	Artificial Intelligence - The capacity of computers to emulate human thought patterns. At present, AI is available in software applications called expert systems or knowledge-based systems.
BP	Business Production, environment for business clients to test, separate from production environment.
DevOps	Test driven development, continuous integration, automation, and operations, as well as associated tools.
Env	Environment – a collection of hardware, software, network communications and procedures that work together to provide a discrete type of computer service. There may be one or more environments on a physical platform e.g. test, production. An environment has unique features and characteristics that dictate how they are administered in similar, yet diverse, manners.
IDP	The Integrated Digital Platform is the converged platform across both the online and retail digital experience teams to support AT&T customers across all touch points.
IDSE	Integrated Digital Sales Experience - the future integrated sales experience being built using a micro-services based architecture stack known as IDP (Integrated Digital Platform).
KPI	Key Performance Indicator – A measurable value that demonstrates how effectively a company is achieving key business objectives.
ML	Machine Learning - a subset of artificial intelligence (AI). It is focused on teaching computers to learn from data and to improve with experience – instead of being explicitly programmed to do so.
PI	Product Increment - a work completed within the current and previous sprints which those that meet the Definition of Done. The increment should deliver value, it is not just a list of features or tasks added to the product in the latest sprint
POC	Proof of Concept - A demonstration (at a trade show, for example) of some new technology that may not be workable or available yet. Its purpose is just to excite people and stimulate interest in the company and perhaps existing products.
Prod	Production - term to describe the setting/environment where software and other products are actually put into operation for their intended uses by end users
Release	Monthly, major, or PI increment used to deploy code into AT&T’s production environment.

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Acronym	Description
SLA	Service Level Agreement – provides specific and measurable aspects related to service offerings
SPT	Strategic Platform Team - AT&T Strategic Platforms provides the roadmap and delivery of key enablers that will be used by both human and self-assist channels, and application architecture, along with engineering and Tier 1 operations for these Platforms. The team will also be delivering capabilities as part of Next Generation Business Support Systems in partnership with the Foundational Platform Team.

### 3. SCOPE OF SERVICES

This Project includes the following:

#### a. Description of Material and/or Services:

Supplier will provide Supplier Personnel to support AT&T's transformation initiatives across the company for Digital Transformation initiatives by aligning with SPT operating model, focusing on managing of dependencies & prioritization. Supplier Personnel will 1) fill various Agile Scrum team roles and work alongside AT&T employees and third-party resources and 2) may support multiple roles compared to a traditional development team.

- b. Supplier shall provide to AT&T the scope of Services described in Exhibit A, pursuant to and in conformance with this Order. Supplier Personnel will be responsible for assigned Services. "Services" and "Deliverables" may hereafter be referenced as "Work".
- c. Supplier shall provide Personnel ("Supplier Personnel") to perform the Services required for this Project. Supplier's price required to perform such Services is specified in Exhibit B.
- d. Supplier shall be responsible for SLAs and KPIs defined in Exhibit C from the Order Effective Date, unless otherwise noted in this Order. The Parties shall develop and finalize KPIs, including associated targets, within 30 days of the Order Effective Date.

### 4. TERM

Supplier shall provide Services as described in this Order from the Order Effective Date through and including October 31, 2023 ("End Date") or until Amended or Superseded (the "Order Term").

### 5. TERMINATION

- a. AT&T may terminate this Order upon written notice, in accordance with Section 3.4 of the Master Agreement.
- b. In addition to any and all remedies available to AT&T either under the Master Agreement or under this Order, in the event any Software developed by Supplier under this Order, results in a breach of AT&T's customer's privacy, AT&T may, at its sole option immediately terminate this Order or require Supplier to immediately remove responsible Supplier Personnel from performing Services under this Order.

### 6. FEES, RATES & EXPENSES

- a. All T&M fees will be subject to the terms and conditions of [Appendix B, Section 4.a](#) of the Master Agreement. All Contingency pricing rates (if any) will be subject to the terms and conditions of [Appendix B, Section 4.c](#) the Master Agreement. All Special Skills Pricing rates (if any) will be subject to the terms and conditions of Appendix B, Section 1 of the Master Agreement. All Expenses (if any) will be subject to the terms and conditions of [Appendix B, Section 3](#) of the Master Agreement.

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- b. In this Order, Services will be provided as T&M only. This Order does not include Contingency Funding.
- c. Skills Rates shall be applicable per the following table:

**Table 6.1 –Skills Rate Table**

Special Skill Name	Onsite Special Skill Rate (per hour)	Offshore Special Skill Rate (per hour)
Product Manager		
Technical Business Analyst		
Application Architect		
QA Lead		
QA Engineer		
Infrastructure Configuration Manager (DevOps Engineer)		
Application Delivery Management Support		
Test Data Architect		
Test Data Analyst		
UI/UX Designer		
Full Stack Developer - Senior		
Full Stack Developer - Junior		
Front End Developer - Senior		
Front End Developer - Junior		
Back End Developer - Senior		
Back End Developer - Junior		
Technology Transformation Architect		
Agile Coach		

The fees in this SOW, capped at 85% of total fees per contract year, including any subsequent amendments, shall be considered Eligible Fees, as defined in the Supplemental Agreement No. 12564.S.001 effective 09/01/2019, as amended (the “Supplement”). For the avoidance of doubt, these Eligible Fees contribute to satisfying the Minimum Revenue Commitment and Minimum Annual Revenue Commitments for the respective year in the referenced Supplement under Section 3. (“Direct Award Services”), Subsection (b) (“Additional Direct Award Work Orders”). For clarity, the following is an example of the application of this cap:

Invoice Dates	Invoiced Fees (USD)	% Cap (Eligible)	Eligible Fees (USD)	Eligible Fee Year
05/2021 – 12/2021		85%		2021
01/2022 – 12/2022		85%		2022
01/2023 – 10/2023		85%		2023

## 7. PAYMENT SCHEDULE

- a. **Monthly Billing and Payments.** Supplier shall render invoices, AT&T shall pay invoices, and payment terms shall be net ninety (90) from the date of receipt of an accurate invoice from the Supplier in accordance with [Section 3.19](#) of the Master Agreement.
- b. **AT&T Billing Address. The Billing Address for the Supplier’s e-invoice is:**  
capresinbox@mwmail.att.com

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Any other billing instructions shall be provided by AT&T to Supplier when Supplier sends an inquiry to: [capresinquiries@mwmail.att.com](mailto:capresinquiries@mwmail.att.com)

Supplier's e-invoice or email inquiry must include this Order Number and the Initiative Name "Strategic Platform Development Services" in the header line.

A copy of the invoice shall also be sent to the following:

AT&T Contact	
Name:	Tahani A Abu-Shamala
Address:	208 S Akard St, Dallas, TX 75202 USA
Phone:	(214) 862-7781
Email:	<a href="mailto:ta071u@att.com">ta071u@att.com</a>

## 8. CONTACTS

Supplier Contact		AT&T Contact	
Name:	Purushottam Chipalkatti	Name:	Amy T White
Address:	5700 Democracy Dr, TX 75024	Address:	211 S Akard St, Room Dallas, TX 75202 USA
Phone:	214-794-8769	Phone:	(214) 663-3278
Email:	<a href="mailto:puruc@TechMahindra.com">puruc@TechMahindra.com</a>	Email:	<a href="mailto:aw5931@att.com">aw5931@att.com</a>

All changes to this Order must be authorized in writing by Supplier's Contract Contact or designate and the AT&T GSC Contract Manager or designate as listed below.

Supplier Contract Contact		AT&T GSC Contact	
Name:	Sagar Karekar	Name:	Roxanne La Rue
Address:	500 North Point Parkway, Room 2N270K. Alpharetta, GA 30005.	Address:	Lead Sourcing Manager 208 S Akard St, Room SHARED Dallas, TX 75202
Phone:	(470) 430- 9127	Phone:	210-536-4578
Email:	<a href="mailto:sagarsk@techmahindra.com">sagarsk@techmahindra.com</a>	Email:	<a href="mailto:rl2832@att.com">rl2832@att.com</a>

## 9. ADDITIONAL TERMS AND CONDITIONS

### a. Compliance with Laws and Background Checks:

Supplier shall comply with all U.S. and International laws in accordance with [Sections 3.6](#) – Compliance with Law and [Section 4.6](#) – Background Checks of the Master Agreement for all Services and Supplier Personnel under this Order.

### b. Normal Business Days and Normal Business Hours.

Supplier's normal business days and normal business hours are as shown in [Appendix A, Section 5 of Master Agreement](#) unless stated differently below:

- i. Normal Business Days and Normal Business Hours will be defined in the SMP.

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**c. Supplier Management Plan:**

Unless otherwise directed by the AT&T Contact, Supplier shall comply with all tProcess requirements for the development and maintenance of the SMP in accordance with the terms and conditions of [Appendix A, Section 6](#) of the Master Agreement.

**d. Supplier Responsibilities:**

Supplier shall comply with all responsibilities in accordance with the terms and conditions of [Appendix A, Section 9.i](#) of the Master Agreement.

i. Additional Supplier responsibilities are required for this Order as stated below.

These responsibilities will be in addition to the Supplier Responsibilities in Appendix A, Section 9.i of the Master Agreement.

- a. Complete all Deliverables in accordance with AT&T's requirements.
- b. Supplier shall ensure that all Supplier Personnel furnished by Supplier work harmoniously with all others when on AT&T's premises.
- c. Interfaces must contain compatibility among system components in the operational environment.
- d. Meet all delivery dates as specified by AT&T. Provide weekly status of deliverables, accomplishments, challenges and future tasks.
- e. Timely response to open issues, defects, and action items as raised by AT&T.
- f. Documentation and deliverables will be AT&T tProcess compliant or equivalent AT&T Technology & Operations compliant.
- g. Provide AT&T with an up-to-date contact list and re-distribute it when updates are made.
- h. Deliver documentation as required by AT&T.
- i. Supplier agrees that all dates for completion of Work are firm, time is of the essence, and Supplier will complete the Work in strict conformance with the specifications and requirements set forth herein. Work performed by Supplier shall be deemed to be accepted by AT&T when it is performed to AT&T's reasonable satisfaction per Sec. 2.1 of the Master Agreement ("Acceptance"). Payments shall not be construed as Acceptance of Work performed up to the time of such payments.
- j. Supplier shall manage its Personnel data in AT&T's selected vendor management systems as it relates to assignment start and end dates, contract/PO # and deliverables-based classification. Personnel end dates must correspond to the terms of this Order.

**e. AT&T Responsibilities:**

AT&T shall comply with all Responsibilities in accordance with the terms and conditions of [Appendix A, Section 9.ii](#) of the Master Agreement.

i. Additional AT&T responsibilities are required for this Order as stated below.

These responsibilities will be in addition to the AT&T Responsibilities in Appendix A, Section 9.ii of the Master Agreement.

- a. Management and direction of all AT&T project team resources working in relationship with Supplier on this Order
- b. Timely access to all AT&T subject matter experts as required for the Project.

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- c. All necessary facility, building and system access, subject to Supplier's confidentiality obligations to AT&T.
- d. Office space, furniture, telephone, and other facilities as determined by AT&T for the Supplier personnel providing Services under this Order while such individuals are working on AT&T premises.
- e. Timely communication of all project related changes related to deliverables, dependencies and requirements.
- f. AT&T to provide HVD to authorized Supplier resources as determined by AT&T.

## **10. SPECIAL AND/OR ADDITIONAL ORDER PROVISIONS**

### **a. Independent Contractor**

**This Sec. 10a supersedes Sec. 4.8 ("Independent Contractor") of the Master Agreement as follows:**

Supplier hereby represents and warrants to AT&T and the Parties agree and intend that:

- a. Supplier is engaged in an independent business and will perform all obligations under this Agreement as an independent contractor and not as the agent or employee of AT&T;
- b. Supplier's personnel performing Services shall be considered solely the employees of Supplier and not employees or agents of AT&T;
- c. Supplier has and retains the right to exercise full control of and supervision over the performance of the Services and full control over the employment, direction, assignment, compensation, and discharge of all personnel performing the Services;
- d. Supplier is solely responsible for all matters relating to compensation and benefits for all of Supplier's personnel who perform Services. This responsibility includes, but is not limited to, (i) timely payment of compensation and benefits, including, but not limited to, overtime, medical, dental, and any other benefit, and (ii) all matters relating to compliance with all employer obligations to withhold employee taxes, pay employee and employer taxes, and file payroll tax returns and information returns under local, state and federal income tax Laws, unemployment compensation insurance and state disability insurance tax Laws, social security and Medicare tax Laws, and all other payroll tax Laws or similar Laws with respect to all Supplier personnel providing Services; and,
- e. In addition to the indemnities provided in Section 3.14 (Indemnity) of the Master Agreement, Supplier will indemnify, defend, and hold AT&T harmless from all Liabilities, costs, expenses and claims related to this Section 10a. Notwithstanding anything to the contrary contained in the Master Agreement and/or this Order, the Supplier's aggregate liability for such indemnity shall not exceed USD 50 million/contract year. Subject to Section 3.14 (e) of the Master Agreement, Supplier shall pay the full amount of any judgment, award or settlement with respect to the claim/s and all other expenses related to the resolution of the claim/s, including costs, interest and reasonable attorneys' fees. Such payments are due and payable immediately.
- f. Except as otherwise expressly set forth in this Order, the Parties intend to create an independent contractor relationship and nothing in this Order shall operate or be construed as making AT&T or Supplier partners, joint venturers, principals, joint employers, agents or employees of or with the other. No officer, director, employee, agent, Affiliate, contractor or subcontractor retained by Supplier to perform Work on AT&T's behalf hereunder shall be deemed to be an officer, director, employee, agent, Affiliate, contractor or subcontractor of AT&T for any purpose. Supplier, not AT&T, has the right, power, authority and duty to supervise and direct the activities of the Supplier Personnel and to compensate such Supplier Personnel for any Work performed by them on AT&T's behalf pursuant to

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this Agreement. Supplier, and not AT&T, shall be responsible and therefore solely liable for all acts and omissions of Supplier Personnel.

**b. Subcontractor / Supplier Employees Only**

Without prior approval of AT&T, Supplier shall not engage or retain any agent, subcontractor, independent contractor, or any other third party for purposes of providing the Services hereunder in whole or in part. Supplier shall only utilize Supplier employees to provide the Services hereunder.

**c. Productivity Gains:**

Supplier commits a program level productivity gain in accordance with [Section 3.27](#) of the Master Agreement. The following will apply for this Order:

*Not Applicable for this Order*

**d. Annual Spend Tracking**

The Parties shall track the annual spend and future spending needs. If more funding is needed, the Parties may execute an amendment to this Order.

**e. Locations**

Supplier commits to use AT&T collaboration zones in (i) Dallas, TX, (ii), Atlanta, GA and (iii) Bothell, WA as primary onshore locations and collaboration zones in (i) Chennai, India and (ii) Hyderabad, India as primary offshore locations. Supplier will 1) obtain AT&T's approval to use other AT&T locations in Exhibit K and 2) include the approved locations in the SMP. For clarity, both Parties mutually agree that existing resources being transferred from EG Digital Order No. 12422.W.075 can remain in their respective current locations.

**f. Governance**

The Parties shall develop a governance process within 60 days of the Order Effective Date. The process shall define the contacts, topics to track, types of communication, and frequency of communications.

**g. Quality Initiatives**

Supplier shall support AT&T Quality Initiatives.

**h. Resource Ramp Up and Down Requirements**

In exercising its rights to partially terminate this Order under Section 3.4 of the Master Agreement, AT&T will make commercially reasonable efforts to provide Supplier with at least fourteen (14) days prior notice for reducing Supplier Personnel, however, if AT&T determines that immediate reductions in the number of Supplier Personnel are required due to budget restrictions, AT&T shall be permitted to exercise such rights immediately upon notice. To clarify, Termination Fees do not apply to Supplier Personnel reductions.

Supplier Personnel will be staffed based on work demand. AT&T will notify Supplier of an upcoming increase in work and resource requirement needs. Supplier will provide a response within one (1) to three (3) business days outlining how soon qualified Supplier Personnel can be staffed. Expectation is Supplier will be able to Staff 80% of positions in 15 to 30 days of initial notification.

**i. Resource Assignment**

Supplier shall be responsible for assignment of its personnel to support the AT&T Program subject to the terms of this Order. The Parties agree that AT&T may provide Supplier with required questions, tests, and/or criteria potential candidates must successfully respond to and meet for consideration during the assignment process. The Parties further agree that AT&T may attend Supplier-led interviews of its

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personnel for assignment opportunities as an observer, but AT&T will not actively interview any candidates.

**j. Resource Conversion**

AT&T may request Supplier Personnel conversion by offering AT&T direct employment to Supplier Personnel (“Resource Conversion”) under this Order subject to the following parameters:

- i) Supplier Personnel being transferred from the following list of active engagements are identified by Supplier as part of their core (“Core Resources”). Core Resources will not be eligible for Resource Conversion unless prior written consent for solicitation is received from Supplier.
  - a. 12422.W.075, including PO3000040830 and PO3000040910 - Development and Support for AT&T Digital Applications
  - b. 12422.Z.139 - Personalization Product Management Services
  - c. 12422.Z.075 - AT&T Digital Studio Services
  - d. 12422.W.055 - Consumer Digital Catalog Services
- ii) Supplier Personnel assigned to provide Work under this Order incremental to Core Resources (“Incremental Personnel”) are eligible for Resource Conversion without prior written consent for solicitation from Supplier subject to the following:
  - a. Incremental Personnel must have a minimum of 6 months under this Order.
  - b. AT&T to pay Supplier a one-time transfer fee per Incremental Personnel converted to AT&T direct employment of [REDACTED] (the “Transfer Fee”). This Transfer Fee will be paid out once AT&T direct employment of Incremental Personnel is effective on a quarterly basis as a lump sum with net payment terms of net 90 days from receipt of an accurate invoice from the Supplier. The Parties will mutually agree to the invoicing process within 30 days of the Order Effective Date.

For clarity, there is no cap on the number of Incremental Personnel eligible for Resource Conversion under this subsection.

- iii) AT&T will provide quarterly forecast for hiring eligible Supplier Personnel under this Order. This projection will be an estimate only and not a commitment.
- iv) EXCEPT AS OTHERWISE PROVIDED HEREIN, AT&T shall not solicit directly or indirectly for employment, without the prior written consent of the Supplier, any employee of the Supplier who has been assigned to provide Services or Materials hereunder.
- v) Notwithstanding the foregoing, Supplier Personnel that apply independently to AT&T’s external employment postings without involvement and/or solicitation from AT&T are eligible for AT&T direct employment without prior written consent of the Supplier. For the avoidance of doubt, the Parties agree this subsection v) is not subject to the preceding subsection iv).

For clarity, the Resource Conversion option is limited to Supplier Personnel under this Order.

**k. Termination Assistance**

In the event this Order is terminated or expires, Supplier will provide transition assistance, as required by AT&T, to AT&T employees or any third Party determined by AT&T. AT&T will work with the Supplier to prepare a detailed transition plan in such event and Supplier agrees to fully cooperate and assist in such transition including, but not limited to, any knowledge transfer and training requirements, as determined.

**l. Training**

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Supplier shall train Supplier Personnel. Training of Supplier Personnel will not be billable to AT&T. Supplier agrees to conduct periodical skills review of Supplier Personnel and ensure that Supplier Personnel keep their skills current with the industry.

#### m. Transition

Parties will work together to formulate a detailed transition plan to assist with transition from incumbent resources to Supplier resources.

Supplier will provide initial transition of work at no cost to AT&T. The transition period will be mutually agreed between the Parties.

Transition Phase	Supplier responsibility	AT&T responsibility
Initiation	<ul style="list-style-type: none"> <li>Establish connectivity</li> <li>Staff onboarding</li> <li>Finalize KT plan</li> <li>Complete logistics related to ATT UID, laptop etc.</li> </ul>	<ul style="list-style-type: none"> <li>Review and confirm resource breakup</li> <li>Provide logistics support</li> <li>OCE support to establish connectivity</li> <li>HVD availability</li> </ul>
System Appreciation	<ul style="list-style-type: none"> <li>Knowledge Transfer</li> <li>Execute detail transition plan</li> <li>Use TP, Classroom sessions, AT&amp;T connect for KT</li> <li>Application knowledge transition</li> <li>In-flight project transition</li> </ul>	<ul style="list-style-type: none"> <li>SME Availability</li> <li>Facilitate incumbent support</li> </ul>
Shadowing	<ul style="list-style-type: none"> <li>Shadow Support</li> <li>Take over active role by respective associate</li> <li>Deploy governance structure</li> </ul>	<ul style="list-style-type: none"> <li>Review in-flight project details</li> <li>Provide SMP approval</li> </ul>
Steady State	<ul style="list-style-type: none"> <li>Stabilization</li> <li>Cut Over Activities</li> <li>Continuous Improvement roadmap</li> </ul>	<ul style="list-style-type: none"> <li>Participate in governance meeting</li> </ul>

- vi) Steady State shall be mutually agreed to by the Parties in writing. AT&T will provide the details around each Application in terms of resources (including onshore/offshore requirements if any) as well as jointly determine the phase allocation for each application and Supplier requires a minimum of two weeks after provisioning of such information to plan a successful transition as described in this section.
- vii) Transition Costs. Supplier agrees that all costs to transition the Services from incumbent including the Initiation, System Appreciation and Transition Phases (including both Shadowing and Reverse Shadowing) of any application supported by the Initial Scope shall be at no cost to AT&T.

#### n. Travel

No travel and living expenses are included in this Order. In the event AT&T requires travel, travel and living expenses shall be in accordance with AT&T's Vendor Expense Policy as set forth in the section entitled "Reimbursable Expenses" located in Sec. 3 "EXPENSES" of Appendix B – Organization Staffing Requirements and Pricing of the Master Agreement. Supplier shall obtain written pre-approval from AT&T prior to all such AT&T requested travels.

#### o. Value Adds

Supplier must obtain AT&T Director or above approval to use any tools, including Supplier owned, inside of the AT&T network. Additionally, any Supplier recommended tool that will be inside of the AT&T

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