

Exhibit A - Description of the Scope of Services

The Scope of Services are described in Appendix A, "General Scope of Services" of the Master Agreement and this Exhibit A, "Description of the Scope of Services". Supplier shall copy the Description of the Scope of Services into AT&T's SMP system. AT&T's assigned authorized representative shall approve the SMP.

1. SERVICES

- a. Supplier shall provide Supplier Personnel as detailed in Exhibit B that will provide Services in Table A.1.a.

Table A.1.a – Services Checklist Table

| Application Development Services |
|---|
| Backlog Grooming and Estimation |
| Application Interface Design("AID") Analysis |
| Requirement Analysis and Elicitation |
| Coding, Code Review and Audit |
| Visual Comp/Content Requirement Document Analysis |
| Update User Story Details in Agile Craft |
| Unit Testing |
| Contract Testing |
| Component Performance Testing |
| Functional Testing |
| Accessibility Testing |
| Testing, Prod and Deployment Support |
| Database Design and Management |
| Batch Job Maintenance and processing |
| Defect Analysis and Fix |
| Application Requirement and Architecture Service |
| Application Architecture and Design |
| Requirement Analysis and Elicitation |
| Define Roadmap & migration Strategy |
| Framework Enhancements |
| Backlog Grooming |
| Code Review and Audit |
| Review Component Performance & Security Testing Plan |
| Create Non-Functional Requirements (NFRs) |
| Enforce adaptive design and engineering practices |
| Develop Architectural governance |
| Automation Testing Services |
| Define Automation Strategy |
| Framework Enhancement and Maintenance |

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| Automation Feasibility Studies and Proofs of Concepts |
| Automation Test Case Creation and Execution-System Integration, Regression, Performance, Accessibility |
| Technical Support for New and Existing Automation Tools |
| Tracking and Reporting of Automation Coverage |
| Identification and On boarding of Automation in New Areas |
| Business Process Automation Support |
| Update User Story Details in Agile Craft |
| Test Data Management |
| Cross Device and Cross Browser Testing |
| Backlog Grooming |
| Security Testing Services |
| Fortify Scan |
| Annual Web Inspect Scan |
| Compliance to Security Testing Framework |
| Manual and Automated Penetration Testing |
| Support for 3rd Party Penetration Tests |
| Application Data Services |
| Test Data Requirements Analysis, Review |
| Test Data Delivery Planning |
| Test Data Environment Shakeout and Planning |
| Test Data Creation |
| Data Defect Management, War Room Support |
| Test Data Refresh Activities as Applicable |
| Obtaining, Configuring and Maintaining Production Test Data Accounts |
| Application Environment Services |
| Environment Architecture |
| Infra Procurement / VPMO (Virtual Project Management Office) Coordination |
| CI-CD Pipeline Creation |
| Configuration Management |
| Support Activities for Dev and Test |
| Disaster Recovery Management |
| Content Delivery Network Support |
| Logging, Monitoring and Improvement of Services |
| Audits and Upgrades on The Services |
| Non-Production Env Management |
| Customer Usability Testing |
| Requirement Analysis and Elicitation |

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| Test Estimation |
| Test Planning and Designing |
| Test Data Requirements Analysis and Submission |
| Test Execution and Defects Retest |
| Measure, Evaluate and Meet Exit Criteria |
| Test Tracking and Reporting |
| Defect Management |
| Stakeholder Test Support |
| Deployment Support |
| Production Defect Analysis |
| Agile Coach |
| Creating and improving Agile processes |
| Implement Agile best practices |
| Integrate Agile teams within non-Agile processes |
| Creating Agile Metrics |

2. IMPLEMENTATION PROCESS

All responsibilities for the Initiation Phase (if any) will be in accordance with [Appendix N, Section 2.a](#) of the Master Agreement. All responsibilities for the System Appreciation Phase (if any) will be in accordance with [Appendix N, Section 2.b](#) of the Master Agreement. All responsibilities for Transition Phase (if any) will be in accordance with [Appendix N, Section 2.c](#) of the Master Agreement. All responsibilities for the Steady State Phase will be in accordance with [Appendix N, Section 2.d](#) of the Master Agreement.

a. The Phases required for this Order are as follows:

Table A.2.a – Implementation Phase Table

| Implementation Process or Deliverable Phase |
|---|
| Steady State |

3. DELIVERABLES

In connection with such Services, Supplier shall provide to AT&T the following Deliverables for the various phases of this Order:

a. Steady State Phase:

- i. Supplier shall be responsible for all Services as described under Exhibit A of this Order.
- ii. Supplier shall be responsible for ongoing maintenance of the SMP.
- iii. Weekly Status Report.
 - o Supplier shall provide weekly status report on the work delivered and work planned for the scrum teams and shared services functions to AT&T management and supervisors.
- iv. Monthly Executive Readout
 - o Supplier shall provide monthly readout on key measures and metrics
 - o Supplier shall overview any work plans completed in month and planned for coming month

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- Supplier shall provide status of any modernization work plan

4. ASSUMPTIONS

The Delivery of the Services and Materials described herein in accordance with the Delivery Date(s) contemplated herein, are based on the assumptions set forth below. In the event that such assumptions prove materially untrue, the Parties agree to reasonably cooperate to revise the requirements hereof in accordance with any procedures the Parties may set forth for Change Control.

a. AT&T Dependencies:

- i. Timely system access approvals by AT&T to avoid any delays during onboarding process
- ii. AT&T is responsible for reviewing and signing-off of required deliverables
- iii. Creation of AT&T UID for new Supplier Personnel
- iv. AT&T to provide access to all the required systems and software tools, as determined by AT&T, for the new Supplier Personnel
- v. AT&T will inform and involve Supplier in the pre-planning phase for scrum teams to ensure that Supplier can determine its workload and resource requirements in advance.
- vi. AT&T to provide Citrix/HVD/Lora access to authorized Supplier Personnel as determined by AT&T.

b. Network and connectivity dependencies:

- i. HVD or VPN access where required as determined by AT&T.

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Exhibit B – Organization and Staffing Requirements and Pricing

1. SKILLS REQUIRED

Supplier will ensure that its Personnel possess all required skills needed to successfully complete the Services under this Order.

Supplier Personnel in the roles indicated shall possess the skills, perform the Responsibilities and Tasks, and provide the Deliverables listed in Table B.1 below.

Table B.1 - Technical Skills

| TITLE | Technical Skills | Responsibilities and Tasks |
|----------------------------|---|---|
| Product Manager | <ol style="list-style-type: none"> 1. Safe Agile trained 2. 10+ years of experience in Product definition, Features definition, EPIC and User story definition 3. IBM Rationale tools, JIRA, Agile Craft, Kanban, Agile Development Methodology, Microsoft Office tool and Sharepoint. 4. Knowledge of AT&T products and services. | <ol style="list-style-type: none"> 1. Decompose features into user stories w/testable acceptance criteria (including reporting acceptance criteria if applicable) 2. Understand the overall product vision including customer experience, define the approach within the scrum team and ensure it is communicated to all scrum team members 3. Scrum with UX and development teams to work on backlog grooming, prioritize bug fixes, UX improvements and feature expansion/elimination 4. Ensures grooming is taking place at the right speed - team maintains 2 sprint groomed backlog 5. Negotiate prioritization of dependencies with other Product Managers - commit to dependencies opened against the team 6. Attends demo and accepts stories that meets Definition of Done 7. Communicates clearly and regularly about the user stories and the connection to the features (customer/business requirements) 8. Monitors team agile metrics, KPIs (POCR, progression, conversion), identifies areas for improvement 9. If applicable, review content & design with Legal to obtain feedback; analyze feedbacks RE legal risk and determines what/if changes to implement 10. Responsible for all aspects of the scrum team's output - UX, technology and user story 11. Understands the scope of technical debt and collaborates with development/architecture for definition and prioritization of technical debt backlog items 12. Provides inputs for release management on defect criticality or related issues to facilitate production deployment decisions |
| Technical Business Analyst | <ol style="list-style-type: none"> 1. Safe Agile trained 2. Experience playing the scrum master role for at least 2 years for a software development team that was diligently applying Scrum principles, practices, and theory. 3. Working within an agile software engineering environment 4. Experience in conducting daily SCRUM (one to two teams) 5. Excellent communication and mentoring skills | <ol style="list-style-type: none"> 1. Responsible for understanding and articulating the systems level impacts needed to realize the user story 2. Have strong knowledge of existing system operations including their specifications 3. Responsible for producing new or modified system specifications to be used by developers to realize the user story 4. Document process flows and system context diagrams for complex business scenarios or system interactions 5. Maintain & update wiki with mS documentation including request/response details |

| TITLE | Technical Skills | Responsibilities and Tasks |
|-----------------------|---|---|
| | <p>DevOps functional and technical expertise and ability to work with multi-skilled professionals within and across Scrum teams</p> <ol style="list-style-type: none"> Extensive experience planning, facilitating, eliciting, documenting and managing business, functional and technical requirements. Expertise in modeling/mapping business processes – both as-is and to-be. Significant experience with both traditional waterfall SDLC and Agile/Lean methodologies. Ability to effectively interface with all levels of business and IT. Exceptional writing, communication, teamwork and influencing skills that foster a collaborative and continuous improvement environment. <p>Excellent facilitation and organizational skills.</p> | <ol style="list-style-type: none"> Collaborate with other scrum teams to identify/create dependencies Conducts sprint ceremonies (Daily Stand Up, Sprint Demo, Sprint Retrospective, Sprint Planning) Organize and coordinate demo including creating agenda Owner of the velocity and capacity calculations of the team and starts/stops the sprints in iTrack. Do capacity planning and goal set for each sprint Host daily stand-up meetings, tracks team progress, and notes any obstacles that may keep the team from completing tasks. Assist the product owner with the product backlog Host Agile retrospective meeting by end of each sprint to reflect on what happened in the iteration and identifies actions for improvement going forward Capable of playing dual role as Scrum Master and Business Analyst Able to develop architectural diagrams and other documentations |
| Application Architect | <ol style="list-style-type: none"> Safe Agile trained with 5+ years of Experience. Experience UI React JS,/ Angular JS, JAVA development, Agile design tools. Background of working with high volume APIs and Microservices, Performance tuning, optimization, low latency service building Ability to assess impact and provide end to end design solution. In depth understanding of Ci-CD pipeline and provide required support Experience with Rest web services. APACHE CXF, Camel and Jackson. Experience in domain driven design Experience devising architecture strategy to support future business goals Experience in leading team of architectures to design and drive bigger transformation programs Ability to research, do prototyping and develop modernize solutions for challenges Experience defining roadmaps, current / future state models and maintaining architecture documentation Experience providing technical direction to development teams on Solutions implementation and governance <p>Strong communications skills.</p> | <ol style="list-style-type: none"> Provide architectural governance and technical direction for the solution deployment strategy at the Product team level and architectural alignment across product teams Responsible for designing and sharing the architectural vision across product team Review design approach of technical business analyst to ensure architecture is done according to standards/best practices Promote adaptive design and engineering practices, ensure that common technology, design practices, and infrastructure are used and facilitate the reuse of code, components, and proven patterns; Influence common modelling, design, and coding practices Define strategic technical roadmaps that align with the product roadmaps in the areas they support Monitor the performance of architectural systems to ensure fluid interaction between components Upgrade architectural systems and software life cycle to ensure improved processes Define Non-Functional Requirements (NFRs) for common frameworks, libraries, resiliency, maintainability, automation, performance, logging/debugging, metrics, security etc; ensure solutions align with established NFRs |
| QA Lead | <ol style="list-style-type: none"> Safe Agile trained with 4+ years of experience Ability to develop and enhance automation frameworks to meet automation targets Knowledge of JAVA, Service Virtualization, Web Services, GIT, SVN, HTML5, JavaScript, REST, AngularJS, CSS and other UI Development technologies Extensive exposure to testing tools such as Selenium, WebDriver, Appium, Gradle, Jenkins | <ol style="list-style-type: none"> Organizes and manages the quality assurance testing before a product is released Define testing standards and strategies, manage risks, improve processes, and establish reporting metrics Familiar with the varied test-program concerns such as test environment and data management, trouble reporting and resolution, etc and has ability to troubleshoot |

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| TITLE | Technical Skills | Responsibilities and Tasks |
|--|--|---|
| | <ol style="list-style-type: none"> Experience in various peripheral tools such as BitBucket, GIT, JIRA Experience in design and architecting Agile Development, Behavior Driven Development (BDD), Test Driven Development (TDD) Experience in creating various dashboards and KPI customization (metrics reporting) for test coverage, testing status, release status, traceability matrix etc. Experience in CI/CD, integration of automated test cases and triggering through pipeline Experience of defect tracking, defect management, root cause analysis | |
| QA Engineer | <ol style="list-style-type: none"> Safe Agile trained with 3+ years of experience Experience of continual evaluation of automation tools and methodologies, testing processes Expertise in identifying opportunities for automation in test preparations, setup and configuration of automation tools Experience of automation tools and software for non-functional test automation like Accessibility testing, Metrics/Reporting testing etc. Capable of working as software development engineer in Testing role (SDET) in SCRUM teams to perform Contract testing, BE/API/mS testing, CI/CD and Jenkins configuration Knowledge of CI/CD Pipeline Experience of automation of various Business Processes and Life Cycle services like test data procurement, reports, defect tracking etc | <ol style="list-style-type: none"> Write automated tests to test the application to validate the user story, including in-sprint and regression testing Build automation test scripts for build verification tests in a test harness and nightly regression suites Identify opportunities for automation in test preparation, setup, and configuration Cross-device and cross-browser testing Staging test cases and data, virtualizing test environments Defines needs and requests test data from CoE team Attends backlog refinement sessions and provides inputs on completeness of stories and story point estimates |
| Infrastructure Configuration Manager (DevOps Engineer) | <ol style="list-style-type: none"> Safe Agile trained 4+ Experience in building automation in system engineering work Knowledge of technology including JAVA , J2EE , React , Node JS , Microservice architect for deployment and troubleshooting skills Experience with managing deployments and integrations using configuration management tools such as Git, Jira, GitLab, or Jenkins. Experience with Kafka configuration and Management of Queues Experience with Jenkins pipeline scripting | <ol style="list-style-type: none"> Work with other technology team members to coordinate releases and resolve specific build features Enable successful release management by moving code from Development and Testing environments to Staging and Production Support the product development activity so that developers and integrators have appropriate workspaces to build and test their work ensuring all artifacts are available for inclusion in the deployment unit as required Support product development teams to build tooling and work to up-level the capabilities of the team generally in deployment automation Create an environment that enables and promotes regular deployments to production, assisting the team to move to continuous deployment Assist with the release process and develop tooling to automate repeated tasks. Identify and promote opportunities to enhance the use of technologies and improve deployment automation Assisting with developing tooling and improving processes to automate monitoring |

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| TITLE | Technical Skills | Responsibilities and Tasks |
|---|---|---|
| | | <ol style="list-style-type: none"> Help grow and promote patterns, practices and standards to improve the non-functional aspects of data components Contribute infrastructure expertise to the product development process. Design and implement infrastructure solutions during product development |
| Application Delivery Management Support | <ol style="list-style-type: none"> 5+ years of experience in analysis, triage and troubleshoot customer focused issues and exceptions Strong communication and presenting skills Ability to work with multiple application teams for end to end issue resolution Expertise in customer journey and business flows, understanding of requirements and application architecture for quick Root Cause Analysis Follow up with downstream systems for timely closure of defects Ability to work with various ticket management systems such as (but not limited to) AOTS, TDP, JIRA, Sharepoint, Clarify Work with tools such as Tealeaf, Splunk and other monitoring tools for capturing event data and package the issues for quicker resolutions In depth understanding of applications (Functions architecture & Technical architecture) is essential to serving online customer for better and quick identification of issue/ application causing issue for triaging Technical expertise to understand the deployment architecture and end to end data flow of the customer transactions to triage the production defects properly. Proficient on defect reporting tools like TDP, JIRA, SharePoint & AOTS & SQL query for defect creation, reporting & defect management. | <ol style="list-style-type: none"> Understand the application, technologies and onboard a new application by testing and validating in lower environments Identify the gaps/anomalies and provide root cause for the issues identified Work with vendor support and provide required details for resolution of issues or enhancements needed for application Analyze the data and validate for accuracy and appropriateness of the output data Monitoring the production data captured and work with operations team if needed Work with application dev team to capture additional metrics, meta data from the application pages Work with application dev team for code changes where manual injection needed Develop documentation (as required) on new or existing systems. Ensure systems meet documented user requirements. Participate in identification, analysis, and resolution of identified issues. |
| Full Stack Developer - Senior | <ol style="list-style-type: none"> Safe Agile trained with 6+ years of experience Extensive software development experience using Java. Experience working with front-end technology and framework such as JavaScript, AngularJS, and ReactJS. Experience using Java JSON to create microservices RESTful services. Experience with version control tools such as Git. Experience with XP Principles, including TDD and continuous deployment. Experience with Agile development methodologies. Aggressive problem diagnosis and creative problem solving skills on highly complex problems; technical agility Experience with Microservices /Rest services / Soap) | <ol style="list-style-type: none"> Iteration backlog selection based on priority & create tasks and effort estimation for development purpose. Working in collaboration with Product Owners, UX and other business partners to define work for the team. Create design in line with the solution architecture and develop the in scope functionalities, Develop unit test cases compliant to the unit test framework compatible with SONAR identified for the application, Prepare Demo material for the Iteration reviews, Responsible for Rapid Deployment of campaign/rules changes. Facilitating code reviews, code quality checks, testing, automation, etc. |

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| TITLE | Technical Skills | Responsibilities and Tasks |
|-------------------------------|--|---|
| | <ol style="list-style-type: none"> 9. Knowledge of MongoDB, Cassandra 10. Experience with Node.js, React, Backbone or other client-side MVC technologies is a plus 11. Experience with JavaScript build tools and dependency management (npm, bower, grunt, gulp) 12. Experience creating responsive designs (Bootstrap, mobile, etc.) 13. Experience with unit and automation testing (Jasmine, Protractor, JUnit) 14. Knowledge of Java build tools and dependency management (gradle, maven) 15. Experience with Kafka. 16. Experience with API testing, load and performance test tools like JMeter, Postman 17. Understanding of Splunk, ELK for searching, analyzing and visualizing data generated by application. 18. Understanding functioning of containerization tools like Kubernetes, Docker 19. Understanding tools like Quantum Metrics and IBM Tealeaf to capture user experience on websites. 20. Knowledge JUNIT Mockito 21. Migration experience from Monolithic Architecture to Microservice Architect. | |
| Full Stack Developer - Junior | <ol style="list-style-type: none"> 1. Safe Agile trained with in 2. Extensive software development experience using Java. 3. Experience working with front-end technology and framework such as JavaScript, AngularJS, and ReactJS. 4. Experience using Java JSON to create microservices RESTful services. 5. Experience with version control tools such as Git. 6. Experience with XP Principles, including TDD and continuous deployment. Experience with Agile development methodologies. 7. Aggressive problem diagnosis and creative problem solving skills on highly complex problems; technical agility 8. Experience with Microservices /Rest services / Soap) 9. Experience with JavaScript build tools and dependency management (npm, bower, grunt, gulp) 10. Experience creating responsive designs (Bootstrap, mobile, etc.) 11. Experience with unit and automation testing (Jasmine, Protractor, JUnit) 12. Knowledge of Java build tools . 13. Understanding functioning of containerization tools like Kubernetes, Docker 14. Understanding tools like Quantum Metrics and IBM Tealeaf to capture user experience on websites. | <ol style="list-style-type: none"> 1. Iteration backlog selection based on priority & create tasks and effort estimation for development purpose. 2. Working in collaboration with Product Owners, UX and other business partners to define work for the team. 3. Create design in line with the solution architecture and develop the in scope functionalities, 4. Develop unit test cases compliant to the unit test framework compatible with SONAR identified for the application, 5. Prepare Demo material for the Iteration reviews, 6. Responsible for Rapid Deployment of campaign/rules changes. 7. Facilitating code reviews, code quality checks, testing, automation, etc. |

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|------------------------------|---|---|
| Front End Developer - Senior | <ol style="list-style-type: none"> 1. Safe Agile trained with 6+ years of experience. 2. Experience working with front-end technology and framework such as JavaScript, AngularJS, and ReactJS. 3. Experience with version control tools such as Git. 4. Experience with XP Principles, including TDD and continuous deployment. 5. Experience with Agile development methodologies. 6. Aggressive problem diagnosis and creative problem solving skills on highly complex problems; technical agility 7. Experience with Node.js, React, Backbone or other client-side MVC technologies is a plus 8. Experience with JavaScript build tools and dependency management (npm, bower, grunt, gulp) 9. Experience creating responsive designs (Bootstrap, mobile, etc.) 10. Experience with unit and automation testing (Jasmine, Protractor, JUnit) 11. Knowledge of Java build tools and dependency management (gradle, maven) 12. Work on SSR (server-side rendering with Next.js) 13. Experience with Yarn, CICD with Jenkins. 14. Experience with webpack is a module bundler 15. Experience with Kubernetes and Docker deployment tools. 16. Experience with AEM tool for content management. 17. Performance analysis tools like Google lighthouse 18. Experience with unit testing tool for react Jest. 19. Experience with code quality and coverage tool Sonar. | <ol style="list-style-type: none"> 1. Iteration backlog selection based on priority & create tasks and effort estimation for development purpose. 2. Working in collaboration with Product Owners, UX and other business partners to define work for the team. 3. Create design in line with the solution architecture and develop the in scope functionalities, 4. Develop unit test cases compliant to the unit test framework compatible with SONAR identified for the application, 5. Prepare Demo material for the Iteration reviews, 6. Responsible for Rapid Deployment of campaign/rules changes. 7. Facilitating code reviews, code quality checks, testing, automation, etc. |
| Front End Developer – Junior | <ol style="list-style-type: none"> 1. Safe Agile trained with experience in. 2. Experience working with front-end technology and framework such as JavaScript, AngularJS, and ReactJS. 3. Experience with version control tools such as Git. 4. Experience with XP Principles, including TDD and continuous deployment. 5. Experience with Agile development methodologies. 6. Aggressive problem diagnosis and creative problem solving skills on highly complex problems; technical agility 7. Experience with Node.js, React, Backbone or other client-side MVC technologies is a plus 8. Experience with JavaScript build tools and dependency management (npm, bower, grunt, gulp) 9. Experience creating responsive designs (Bootstrap, mobile, etc.) | <ol style="list-style-type: none"> 1. Iteration backlog selection based on priority & create tasks and effort estimation for development purpose. 2. Working in collaboration with Product Owners, UX and other business partners to define work for the team. 3. Create design in line with the solution architecture and develop the in scope functionalities, 4. Develop unit test cases compliant to the unit test framework compatible with SONAR identified for the application, |

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| TITLE | Technical Skills | Responsibilities and Tasks |
|-----------------------------|--|---|
| | <ol style="list-style-type: none"> 9. Experience with unit and automation testing (Jasmine, Protractor, JUnit) 10. Knowledge of Java build tools and dependency management (gradle, maven) 11. Work on SSR (server-side rendering with Next.js) [Sr Role only] 12. Experience with Yarn, CICD with Jenkins. 13. Experience with webpack is a module bundler 14. Experience with Kubernetes and Docker deployment tools. 15. Experience with AEM tool for content management. 16. Performance analysis tools like Google lighthouse 17. Experience with unit testing tool for react Jest. 18. Experience with code quality and coverage tool Sonar. | |
| Back End Developer - Senior | <ol style="list-style-type: none"> 1. Safe Agile trained with 4+ years of experience. 2. Experience with Kafka 3. Experience with API testing, load and performance test tools like JMeter, Postman 4. Knowing Splunk, ELK for searching, analyzing and visualizing data generated by application. 5. Knowing functioning of containerization tools like Kubernetes, Docker 6. Knowing tools like Quantum Metrics and IBM Tealeaf to capture user experience on websites. 7. Knowledge JUNIT Mockito 8. Migration experience from Monolithic Architecture to Microservice Architect. 9. Extensive software development experience using Java. 10. Experience using Java JSON to create microservices RESTful services. 11. Experience with version control tools such as Git. 12. Experience with XP Principles, including TDD and continuous deployment. Experience with Agile development methodologies. 13. Aggressive problem diagnosis and creative problem solving skills on highly complex problems; technical agility 14. Experience with Microservices /Rest services / Soap) 15. Knowledge of Cassandra | <ol style="list-style-type: none"> 1. Iteration backlog selection based on priority & create tasks and effort estimation for development purpose. 2. Working in collaboration with Product Owners, UX and other business partners to define work for the team. 3. Create design in line with the solution architecture and develop the in scope functionalities, 4. Develop unit test cases compliant to the unit test framework compatible with SONAR identified for the application, 5. Prepare Demo material for the Iteration reviews, 6. Responsible for Rapid Deployment of campaign/rules changes. 7. Facilitating code reviews, code quality checks, testing, automation, etc. |
| Back End Developer – Junior | <ol style="list-style-type: none"> 1. Safe Agile trained with 2-4 years of experience. 2. Experience with API testing, load and performance test tools like JMeter, Postman 3. Knowing Splunk, ELK for searching, analyzing and visualizing data generated by application. 4. Knowing functioning of containerization tools like Kubernetes, Docker | <ol style="list-style-type: none"> 1. Iteration backlog selection based on priority & create tasks and effort estimation for development purpose. 2. Working in collaboration with Product Owners, UX and other business partners to define work for the team. 3. Create design in line with the solution architecture and develop the in scope functionalities, |

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| | <ol style="list-style-type: none"> 5. Knowing tools like Quantum Metrics and IBM Tealeaf to capture user experience on websites. 6. Knowledge JUNIT Mockito 7. Migration experience from Monolithic Architecture to Microservice Architect. 8. Extensive software development experience using Java. 9. Experience using Java JSON to create microservices RESTful services. 10. Experience with version control tools such as Git. 11. Experience with XP Principles, including TDD and continuous deployment. Experience with Agile development methodologies. 12. Aggressive problem diagnosis and creative problem solving skills on highly complex problems; technical agility 13. Experience with Microservices /Rest services / Soap) | <ol style="list-style-type: none"> 4. Develop unit test cases compliant to the unit test framework compatible with SONAR identified for the application, 5. Prepare Demo material for the Iteration reviews. |
| Test Data Architect | <ol style="list-style-type: none"> 1. Safe Agile trained 2. Experience in designing and implementing modern infra structure for test data delivery 3. Design and implement solutions for test data delivery with different backend systems 4. Knowledge of ordering systems (Telegence, CRM etc.) 5. 8+ years of experience in scripting like Java and JS. 6. Experience in data procurement activities. 7. Experience with Data analytics tools - SoapUI, Spirent tool, SWITT Tool, Sql Developer, jMeter, Tap3 Edit, Putty, winSCP, Eclipse, IBM DB2, TDP Defect management tool, Itrack, WebTrax , AgileCraft 8. 5+ years of experience in Web and Java Virtualization. 9. VSE Management – Recording and Playback. 10. Detail knowledge of test data environment systems. | <ol style="list-style-type: none"> 1. Design data procurement and management activities to support various testing validations across organization. 2. Manage the Data Request Workflow and end to end data creation lifecycle. 3. Maintain and/or groom data for testing 4. Investigate testing problems with the data procured 5. Maintain production data labs along with various infrastructure equipment required to create and maintain production accounts. |
| Test Data Analyst | <ol style="list-style-type: none"> 1. Safe Agile trained 2. Knowledge of ordering systems (Telegence, CRM etc) 3. 4+ years of experience in scripting like Java and JS. 4. Experience in data procurement activities. 5. Experience with Data analytics tools - SoapUI, Spirent tool, SWITT Tool, Sql Developer, jMeter, Tap3 Edit, Putty, winSCP, Eclipse, IBM DB2, TDP Defect management tool, Itrack, WebTrax , AgileCraft 6. 3+ years of experience in Web and Java Virtualization. 7. VSE Management – Recording and Playback. 8. Detail knowledge of test data environment systems. | <ol style="list-style-type: none"> 1. Identify the automation opportunities and automate the data creation wherever possible 2. Work with Testing team in Defect RCA and help them in identifying the impacted backend Systems 3. Identify/report the replication issue and work with Backend team to recover the data missed in replication 4. Production Lab <ol style="list-style-type: none"> a. Identify the datatype which are not part of Prod inventory and explore/invent the process to add those datatypes in Prod inventory so that it can help PVT, Product team in testing in BP or Prod Env. b. Maintain the inventory of Prod account, ensure they follow they follow Prod data policy c. Participate in production data audit and clarify the queries and work on the recommendation by them |

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| TITLE | Technical Skills | Responsibilities and Tasks |
|-------------------------------------|--|---|
| | | d. Maintain the physical Labs, accounts, and work on setup (with CRE team) |
| UI/UX Designer | <ol style="list-style-type: none"> 1. Safe Agile Trained 2. 5+ years of experience in UX Design 3. 3+ years of leading or coaching team members in an Agile scrum environment 4. Experience in user-centered design with hands on experience throughout the process, from user research to developing prototypes and collaborating on implementation. 5. Experience in delivering wireframes, UX flows, mockups, interactive prototypes, design specifications, final assets as well as personas and use case development. 6. Expertise with prototyping/animation tools such as: Principle, Azure, Figma, or equivalent, in addition to existing work being done 7. Expertise in understanding distinct user groups quickly and iterate solutions to their needs. 8. Understanding of Design systems, information architecture, design patterns and interaction design. 9. Work with a cross functional team, partnering with users, product owners, business analysts and development teams to deliver business value. 10. Familiarity and ability to promote and manage appropriate usability testing and user research endeavors. 11. Expert knowledge with design/wireframing software such as: Sketch, Adobe suite, or equivalent. 12. Expertise with prototyping/animation tools such as: Principle, Axure, Figma, or equivalent. | <ol style="list-style-type: none"> 1. Create design that balances the needs of the user while optimizing for key business metrics like performance, conversion and retention. 2. Work collaboratively with engineers, product managers, executives, and other designers to build scalable solutions to improve the user experience. 3. Create deliverables such as process flows, wireframes, mockups and functional prototypes to effectively communicate design strategies and detailed interaction behaviors. 4. Contribute to the product roadmap with ideas for evolving and iterating the user experience based on quantitative data and user research. 5. Work with the product owners and cross-functional teams to come up with test options and utilize A/B testing to validate design solutions. 6. Designing landing pages and site interactions to segment users, effectively convey product benefits and drive trial conversion. |
| Technology Transformation Architect | <ol style="list-style-type: none"> 1. Safe Agile trained 2. 10+ years of total experience and 4+ years of total experience in technology transformation journey 3. Experience UI React JS, JAVA development, Agile design tools and ability to perform product and technology evaluation. 4. Background of working with high volume APIs and Microservices, Performance tuning, optimization, low latency service building 5. Ability to assess impact and provide end to end design solution. 6. Experience in Domain Driven Design 7. Experience providing technical direction to development teams on Solutions implementation and governance 8. Strong communications skills | <ol style="list-style-type: none"> 1. Strategic planning including balancing short and long-term objectives/priorities with organizational goals and constraints. 2. Reviewing and prioritizing changes to existing platforms to ensure they always follow the latest best practices and best technology choices. 3. Play active role in defining the technology strategy 4. Evaluating new technologies. 5. Key responsibility is to provide thought-leadership in developing designs for complex work that spans across multiple technologies and business units. 6. Responsible for providing the thought leadership to the cross-functional team in crafting solutions, and describing the impact of the new solution to systems and processes. 7. Responsible for defining and maintaining the structure of the solution and assuring that it supports at system and services level. 8. Responsible for system design and driving resolution of technical issues. 9. Review the Iteration plan, solution and architecture creation and provides guidance to the architect team. |

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| TITLE | Technical Skills | Responsibilities and Tasks |
|-------------|--|---|
| Agile Coach | <ol style="list-style-type: none"> 1. 3-5 years of Industry experience as agile coach. 2. Strong understanding of Scrum and Kanban 3. Experience as a Scrum master or with the agile methodology 4. Knowledge of agile software development (12 principles of Agile Manifesto) 5. Strong communication and problem-solving skills 6. Strong Interpersonal skills 9. Support project planning & Identify project risks | <ol style="list-style-type: none"> 1. Facilitate Agile process knowledge to all team members at the outset of the project 2. Train the team on each specific process step throughout the project lifecycle 3. Identify and diagnose process issues 4. Coach Agile Product Owners to drive business value and retain the project vision 5. Assist Product Owners in writing user stories 6. Mentor Product Owners to make daily decisions to keep the project in motion and empower them to partner with business stakeholders to make more strategic decisions 7. Mentor ScrumMasters, who may eventually become coaches themselves 8. Support Scrum Masters in meeting preparation, including the pre-planning, planning, daily Scrum, and review stages. 9. Instruct managers on the basics of Agile tools, such as Scrum and Kanban 10. Coach managers to navigate their role in a dynamic environment through the cultural changes the project may be introducing 10. Cultivate an Agile mindset in all team members where problems are embraced as welcome opportunities to adapt |

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Exhibit C - Service Level Agreement (SLA) and Liquidated Damages

I. Service Level Agreement (SLA) Governance: This Exhibit C contains the Service Level Agreements (SLA's), Liquidated Damages, and Key Performance Indicators (KPIs) applicable to this Order. Supplier's performance shall be tracked and measured pursuant to Section 4.3 of the Master Agreement and this Exhibit C. Supplier shall:

- provide at least monthly data to AT&T regarding compliance with SLA(s) for all services referenced as active in ITRAC, AT&T's SQCentral tool, or any other SLA tracking and reporting tool as AT&T may designate under this Order unless otherwise noted under a specific SLA (e.g., that AT&T shall provide monthly data).
- Provide, upon AT&T's reasonable request, source information for such compliance data within reasonable timeframe.
- Acknowledge it will copy Exhibit C into AT&T's Supplier Management Plan ("SMP") documentation system.

This Exhibit C will be the reference document used by Supplier to populate ITRAC, AT&T's SQCentral tool, or any other SLA tracking and reporting tool as AT&T may designate under this Order.

II. AT&T Technical Directors, or their designated representatives, shall review data (or summary reports as may be requested) under this Exhibit C at least quarterly. Supplier shall provide root cause analysis on any SLA Miss which is related to Services attributable to Supplier under an Order. Notwithstanding the forgoing AT&T may request Supplier to perform root clause analysis to determine the attribution of an SLA Miss to third-parties (including AT&T) providing services under the Order. For the purposes of this Exhibit C, an "SLA Miss" shall mean Supplier performance outside of the target(s), change window(s), or ticket requirements as documented in this Exhibit C, regardless of cause. For clarity, an SLA Miss does not have to result in an outage.

III. Change Control: The Parties may not change the terms and conditions (including the amount) of the Liquidated Damages without executing an amendment to either the Master Agreement No. 12422.C or Order No.12422.W.097.

IV. Order of Precedence: In the event of a conflict between this Exhibit C and ITRAC, AT&T's SQCentral tool, or any other SLA tracking and reporting tool as AT&T may designate, any target as maintained in the designated SLA tracking tool shall prevail over any target in this Exhibit C provided the content of ITRAC, AT&T SQCentral, or any other SLA tracking and reporting tool as AT&T may designate has been locked (or approved in writing) by AT&T's assigned Business Manager and provided that this Exhibit C so indicates that a target is to be defined in the SMP.

V. Service Level Agreement Structure:

V.1. SLA Categories: Service Level Agreements shall be segmented into Standardized Service Level Agreements, Response Time Related Measurements, and Additional Targets.

V.1.1. Standardized SLAs: The minimum applicable SLA's for any Services under this Exhibit C shall be the Standardized Service Level Agreements as indicated under the SLA Section Applicable

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column defined in Section 1, Table 1a, “Minimum Applicable SLA’s”. The Target Description, Target, and Unit of Measure for Liquidated Damage, as Service Level Credits (if applicable) for each Standardized Service Level Agreement are described in Section 1, Table 1a “Standardized Service Level Agreements”.

V.1.2. Additional SLAs: Additional SLA’s termed as **Critical Service Levels (CSL)** for the services performed under this order as indicated in Section 2, “Additional Service Level Agreements”. The CSL Description, Target and Unit of Measure for Liquidated Damage as Service Level Credits (if applicable), for each Additional Service Level Agreement are described in Section 2, Additional SLAs.

V.1.3. Key Measurements: Key Measurements(KM)/KPI mean those Service Levels identified as such in Section 3, and for which no Liquidated Damage, as Service Level Credits is payable.

V.2. SLA PROCESS: The process details process for performing Services under Order No will be stated in an SMP specific for each Application, which shall include the following items:

- i. Response to Calls
- ii. Points of Contact
- iii. Quarterly Written Reports on Performance Levels.
- iv. Escalation Process and Contacts

VI. Exclusions from Liquidated Damages under SLA(s)

- a. If the reason the Level 1 or Level 2 Error, Incident, Priority or Severity is not resolved within the indicated timeframes shown in the Order and is as a result of (i) an upstream System problem not attributable to Supplier, (ii) other changes or causes not attributable to Supplier, (iii) acts or omissions of AT&T or its agents other than Supplier, (iv) Force Majeure events as defined in the Master Agreement, the Supplier shall not be assessed the associated Liquidated Damages.
- b. If the reason the Critical Milestone or Target was missed is as a result of an upstream System problem not attributable to Supplier, unfulfilled Entrance Criteria not the responsibility of Supplier or other changes or causes not attributable to Supplier, acts or omissions of AT&T or its agents other than Supplier, or Force Majeure events as defined in the Master Agreement, then Supplier shall not be assessed the associated Liquidated Damages.
- c. A Level 1 or Level 2 Error, Incident, Priority, or Severity that falls under the category of exclusions listed below shall be exempt from Liquidated Damages:
 - i. if the Error, Incident, Priority or Severity is not re-producible;
 - ii. if the Error, Incident, Priority or Severity cannot be reproduced under the environment agreed to in the SMP; or
 - iii. if the Supplier is waiting for traces, logs and/or other Error, Incident, Priority or Severity related information that is absolutely necessary for the diagnosis and the resolution of the Error, Incident, Priority or Severity.

Notwithstanding the foregoing, exclusions (i) and (ii) above shall not apply to ITO engagements.

In no case shall the total of all such Liquidated Damages, related to a Order exceed 25% of the value of the Order.

- d. Any Exclusion(s) Specific to Additional SLAs under this Order will be defined under the definition section of the respective SLA’s

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VII. Definitions:**1. Standardized Service Level Agreements and Liquidated Damages:**

Supplier shall comply with the Standardized Service Level Agreements, as applicable within the scopes of Services to be provided:

Table C.VII.1a – Standardized Service Level Agreements

| Target Description | Target | Measured | Liquidated Damage Section Applicable | Unit of Measure for Liquidated Damages |
|---|--------|---|--------------------------------------|--|
| Schedule Adherence: | | | | |
| Percentage of SMP Deliverables on time. | 100% | Monthly or as agreed in the SMP | 1.1(ii) | Daily |
| Standards and Quality Compliance | | | | |
| Compliance with best practices | 100% | As required based on performance issues | Not applicable | Not applicable |
| Time Reporting Accuracy: | | | | |
| Accuracy of time reporting | 100% | Monthly | Not applicable | Not Applicable |
| Time Reporting Frequency: | | | | |
| Compliance with time reporting | 100% | Monthly | Not applicable | Not applicable |
| Third Party Fines for Projects: | | | | |
| AT&T incurs a Third Party fine due to Suppliers failure to meet target. | N/A | Per Occurrence | 1.5 (ii) | Per day (See Application SMP for more detail) |

1.1. Schedule Adherence:**i. Schedule Adherence: SLA**

- a.** “Schedule Adherence” shall mean meeting the Critical Milestone(s), Milestones, Delivery Date, or delivering on committed dates (collectively or Individually a “Committed Date”). Supplier agrees to meet 100% of Committed Dates set forth in the SMP schedule, Order, or Supplement as agreed by the Parties.
- b. Measured:** As defined in Table 2(b) of this Order. (e.g. daily, monthly, annually, etc.).
- c.** Upon discovery of anything indicating a reasonable certainty that Material and/or Services will not be delivered by the Committed Date(s), Supplier shall notify AT&T and provide the estimated length of delay. The Parties shall work together to resolve the delayed Delivery. If the Parties reach agreement on a date and Supplier fails to meet the extended Delivery Date, then AT&T may (i) Cancel the Order, (ii) exercise its right to recover the Liquidated Damages specified hereunder, and/or (iii) further extend the Delivery Date. No payments, progress or otherwise, made by AT&T to Supplier after any scheduled Delivery Date shall constitute a waiver of Liquidated Damages.

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- d. Notwithstanding the above paragraph, in the event of Supplier's failure to meet a Committed Date, AT&T shall be entitled to Liquidated Damages as defined in Section 1.1.ii of this Exhibit C.
- e. In the event that an Application in Section VII above requires the use of one or more of the Change Management Schedule Adherence Measurement 1, Change Management Schedule Adherence Measurement 2, or Change Management Schedule Adherence Measurement 3 SLAs, then Supplier shall measure such SLA's in lieu of this Schedule Adherence SLA.

ii. Schedule Adherence: Liquidated Damages:

- f. Supplier shall meet 100% of Committed Dates in the SMP schedule, Order, or Supplement as agreed by the Parties. If Supplier causes a Committed Date to be missed, then Supplier shall provide a credit, as Liquidated Damages and not a penalty, in the amount of one thousand five hundred dollars (\$1,500.00), per day. Such credit may be applied by AT&T to any of Supplier's invoices.

1.2. Standards and Quality Compliance

i. Standards and Quality Compliance: SLA

- a. Supplier will use reasonable endeavor to achieve 100% compliance with the Project's practices or AT&T, Supplier, IT industry, or standards body method that may be or are preferred as the method or methods which Supplier may use when performing Services as stated in the Order and other AT&T processes as described in the SMP.

ii. Standards and Quality Compliance: Liquidated Damages

- a. None

1.3. Time Reporting Accuracy:

i. Time Reporting Accuracy: SLA

- a. Supplier will execute time reporting with 100% accuracy in the applicable tool.
- b. In the event of Supplier's failure to accurately report time in the applicable tool, then AT&T reserves the right to dispute and withhold payment for Services rendered, as stated in 3.19a of the Master Agreement, until time reported in the applicable tool and billing are synchronized.
- c. If in any month, Supplier's invoice contains an error or errors, where the root cause of such error or errors is inaccurate time reporting, then for each invoice containing a Time Reporting Incident as defined below, within 10 business days of such determination Supplier shall (1) self-identify the invoices containing Time Reporting Incidents; (2) provide an analysis of the reasons the Time Reporting Incident occurred and any corrective action to be taken to mitigate recurrence to AT&T's Senior Technical Director IT within the Application impacted by the Time Reporting Incident, (such position currently held as shown in Section IV, "Summary Applications Table" of this Exhibit C); and (3) in the following month, submit to AT&T a corrective invoice. Examples of inaccurate time reporting include but are not limited to: failure to report time, failure to report overtime, reporting inaccurate hours, and reporting time to the wrong project management codes (collectively or individually a "Time Reporting Incident").
- d. If in any 3 (three) consecutive months it is determined that the Time Reporting Accuracy Target was not met, the Parties shall follow the procedures under Section 4.4, "Informal Dispute Resolution of the Master Agreement.

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- e. The foregoing paragraph (d), shall not apply for a Time Reporting Incident if (a) the invoice under which a Time Reporting Incident occurred is associated with this Order does not, either under this Order, Exhibit C, or its related SMP, direct Supplier to report time via (i) AT&T's automated tool(s) (e.g. Cost Management / Project Management ("CMPM") for time reporting, Web-based System for Time Reporting ("WEBSTR") or similar tool), or (ii) a spreadsheet or (iii) another form agreed to between the Parties and made available to the AT&T Contact as listed under this Order.
- f. Measurement will be captured by comparing Suppliers monthly invoice report as supplied to the AT&T Manager by Supplier to the Webstr CMPM Group Hours report or similar report as may be used by AT&T (e.g., via a reconciliation and balancing procedure).

ii. Time Reporting Accuracy: Liquidated Damages

- a. None.

1.4. Time Reporting Frequency:

i. Time Reporting Frequency: SLA

- a. Supplier will execute with 100% compliance on time reporting in applicable tool.
- b. Supplier will save completed time reports no later than Saturday 23:59 PT or as directed by the AT&T team that is responsible for the tool. All time for the month must be entered no later than 23:59 PT on the last calendar day of the month.
- c. The frequency of time reporting shall be weekly unless otherwise stated in this Order.

ii. Time Reporting Frequency: Liquidated Damages

- None.

1.5. Third Party Fines:

i. Third Party Fines: SLA

- a. Supplier understands and acknowledges that failure to meet SLA standards for this Project could cause AT&T to be fined by third parties including the Federal Communications Commission (FCC), Securities Exchange Commission (SEC) and the California Public Utility Commission (CPUC). Applications that have the potential to incur such fines will be identified as such in the SMP along with any associated risk/cause of a fine from third parties.

ii. Third Party Fines: Liquidated Damages

- a. If any SLA measurement in a Order and identified in the SMP is missed solely due to the actions or omissions of the Supplier, and such miss causes AT&T to be fined by a third party, the Supplier shall provide a credit, as Liquidated Damages and not a penalty, in the amount equal to 2/365 of the yearly value of this Order or the actual amount that AT&T has been fined, whichever is less. AT&T shall provide the Supplier with evidence of the fines actually imposed by the regulatory body.

2.

3. Additional Key Performance Indicators under this Order

Both parties agree to finalize the details for the KPIs noted in Table C.VII.2a (KPI List) within 30 days of the Order Effective Date. Final KPIs will follow the format of i) KPI Measures.

Table C.VII.2a – KPI List

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| Measurement Name | Definition |
|--------------------------------------|--|
| KM1: Attrition | Unmanaged Resource Turnover |
| KM2: Velocity: Committed vs Accepted | Actual vs Planned Velocity |
| KM3: Work In Progress (Features) | Number of US in progress |
| KM4: Backlog Health | Number of future Sprints fully covered with the planned US |
| KM5: Sprint Story Status | Number of ungroomed Stories per Sprint |
| KM6: Story Aging | Number of extra days taken to accept the US |
| KM7: Feature Cycle Time | Average Sprints per Story |
| KM8: Orphan Stories/Features | Number of total groomed but unallocated Stories |
| KM9: Defect Leakage | Average Number of Defects found in Production per 100 USP |
| KM10: Defect Density | Average Number of Defects found in Development per 100 USP |
| KM11: On time delivery | Accepted vs Committed Stories |

i) KPI Measures

| Measure Name: | KM 1: Attrition | | | | | | | | | | |
|------------------------------------|---|---|---|---|-----------------------------|---|---|---|----------------------------------|----|-------------------|
| Service Level Type: | KPI | | | | | | | | | | |
| Effective Date: | Steady State | | | | | | | | | | |
| Definition: (including formula) | <p>Unmanaged resource turnover for Supplier resources during the first 18 months of such resource's engagement. Total attrition (onshore + offshore) will be reported and assessed against the target. Individual breakouts by on-shore attrition and off-shore attrition will be also reported but not assessed against the target.</p> <p>Supplier shall report Attrition using the IT Resources and Contracts (ITRAC) tool checking the following options as appropriate. Note: Items #7, 8, 9 are the indicators that will be tracked as Attrition.</p> <table border="1"> <thead> <tr> <th>#</th><th>Reason for Leaving (only codes tracked in ITRAC tool)</th></tr> </thead> <tbody> <tr> <td>7</td><td>Leave Project – Resignation</td></tr> <tr> <td>8</td><td>Leave Project – AT&T Request^[1]</td></tr> <tr> <td>9</td><td>Leave Project – Supplier Request</td></tr> <tr> <td>10</td><td>Project Completed</td></tr> </tbody> </table> <p>Notwithstanding the forgoing, in the event a Supplier Resource is transferred by Supplier from working under this Agreement at AT&T request for reason of performance, the Parties must have agreed that such transfer was due to performance in order for it to be counted in the calculation of Attrition.</p> <p>Any exceptions to the above “Reasons for Leaving” must be approved by AT&T IT Sourcing and Governance.</p> | # | Reason for Leaving (only codes tracked in ITRAC tool) | 7 | Leave Project – Resignation | 8 | Leave Project – AT&T Request ^[1] | 9 | Leave Project – Supplier Request | 10 | Project Completed |
| # | Reason for Leaving (only codes tracked in ITRAC tool) | | | | | | | | | | |
| 7 | Leave Project – Resignation | | | | | | | | | | |
| 8 | Leave Project – AT&T Request ^[1] | | | | | | | | | | |
| 9 | Leave Project – Supplier Request | | | | | | | | | | |
| 10 | Project Completed | | | | | | | | | | |

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| Measure Name: | KM 1: Attrition |
|---------------|---|
| | <p>Percent of Onshore Attrition: This measurement calculates and reports the Supplier's percentage of onshore employees assigned to the Order that meet the following AT&T ITRAC tool reason codes prior to 18 months of engagement during the measurement period:</p> <ul style="list-style-type: none"> • 7 – Leave Project – Resignation (when a resource voluntarily resigns) • 8 – Leave Project – AT&T Request (when AT&T requests a resource be removed from the account) • 9 – Leave Project – Supplier Request (when Supplier removes resource from the account BUT the work they were performing is still required) • Reason Code 10 is not counted as attrition: <ul style="list-style-type: none"> ○ 10 – Project Completed/Furlough/Scope Reduction – this does NOT count against Attrition and explanations of each are below: <ul style="list-style-type: none"> ▪ Project Completed (when the work the resource is working on has completed (not moved to someone else) and the resource is no longer needed) ▪ Furlough (when a resource is on a leave – such as military, medical etc.) ▪ Scope Reduction (when the work/volume has reduced due to AT&T change in direction – i.e.: if AT&T were to remove services from agreement) <p>Calculation:</p> <p>Percent Onshore Attrition for the measurement period =</p> <p><i>(Sum of onshore attrition over 12 months/ Average headcount over 12 months) * 100</i></p> <p>Percent of Offshore Attrition: This measurement calculates and reports the Supplier's percentage of offshore employees assigned to the AT&T contract that meet the following AT&T ITRAC tool reason codes prior to 18 months of engagement during the measurement period:</p> <p>7: Leave Project – Resignation 8: Leave Project: AT&T Request 9: Leave Project: Supplier Request</p> <p>Calculation:</p> <p>Percent Offshore Attrition for the measurement period =</p> <p><i>(Sum of offshore attrition over 12 months /Average headcount over 12 months) *100</i></p> |

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| Measure Name: | KM 1: Attrition |
|----------------------|---|
| | <p>Percent of Total Attrition: This measurement calculates and reports the sum of the onshore and offshore attrition numbers based on the criteria above.</p> <p>Percent Total Attrition for the measurement period =</p> <p><i>(Sum of onshore and offshore attrition over 12 months / Average headcount over 12 months) * 100</i></p> <p>Only Resources identified with a Billable Indicator of “Y” (versus “N”) in ITRAC will be included in the Attrition Counts. Definition of Billable “Y” versus Non-Billable “N” is as follows:</p> <ul style="list-style-type: none"> • Billable (Y) – Resource works on business or project deliverables and is a dedicated resource for the engagement • Non-billable (N) – Resource works for a short duration (3 to 6 months) <i>and/or works part-time only</i> – a buffer resource. |
| Specific Exclusions: | Resources at offshore working fully at onshore hrs. support. |
| Base Measures: | <ul style="list-style-type: none"> • Total Onshore employees assigned to the Agreement during the last 12 months • Total Onshore employees assigned to the account who meet ITRAC reason codes 7-9 during the last 12 months • Total Offshore employees assigned to the Agreement during the last 12 months • Total Off-shore employees assigned to the account who meet ITRAC reason codes 7-9 during the last 12 months |
| Target | <ul style="list-style-type: none"> • Attrition Target is <= 10%. • Both Parties agree in principle to work towards achieving 6% Target. • Parties will work together on the timelines to move toward 6% Target. |
| Reporting Frequency: | Monthly |
| Assessment Frequency | Annually |
| Data Source: | Supplier- input data into ITRAC tool. Reports from ITRAC tool |
| Damages: | Not Applicable |

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EXHIBIT K

Locations

1. Supplier will perform Work under this Order (a) at the following locations in accordance with Agreement Sec. 4.16 and (b) as specified in ITRAC (if applicable). Such locations are subject to change as permitted in the Agreement.

- i. **Onsite**

The base location for the Supplier Resources and Sub-Suppliers onsite will be the AT&T and Tech Mahindra offices in the USA (and Canada) checked below:

- ☒ Plano, TX
- ☒ Dallas, TX
- ☒ Atlanta, GA
- ☒ Bothell, WA
- ☒ El Segundo, CA
- ☒ Saint Louis, MO
- ☒ San Ramon, CA
- ☒ Schaumburg, IL
- ☒ Alpharetta, GA
- ☒ Bothell, WA

- ii. **Offshore**

Canada Locations:

- ☒ Thornhill, ON

India Locations:

- ☒ Pune, Sharda Center
- ☒ Pune, Hinjewadi
- ☒ Noida
- ☒ Chandigarh
- ☒ Hyderabad
- ☒ Chennai
- ☒ Nagpur
- ☒ Bangalore
- ☒ Mumbai

2. **SUPPLIER AFFILIATE PROVIDING SERVICES**

Work on the Project will be performed by the following Supplier Affiliate in accordance with Agreement Sec. 3.1 (Affiliate). (Supplier shall provide AT&T with insurance certificates naming such Supplier Affiliate prior to the Start Date.)

- ☒ **Tech Mahindra (Americas) Inc.: USA**

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