

**Appendix Y - Agreement Regarding Non-Employment Status with AT&T**

This Agreement ("Agreement") dated 8/24/17 is made by the individual named below ("I" or "me"), who is engaged to perform work at AT&T [Insert name of AT&T company that worker will be doing work for.] Tech Ops ("ATT Company"), as a worker of Insight Global ("Supplier") under the terms and conditions of the agreement named below, between Supplier and AT&T.

**I. Status**

I have been engaged by Supplier to provide services to AT&T Company. I may be hired by Supplier as a full or part-time employee, a temporary worker, or as an independent contractor. I understand that no employment relationship between me and the AT&T Company is created by this Agreement or by my agreement with the Supplier to provide services to Supplier or AT&T Company.

I acknowledge and agree that Supplier shall be solely responsible for all payments to me including payment of compensation, premium payments for overtime, bonuses, and other incentive payments, if any, and payments for vacation, holiday, sick days or other personal days, if any. Also, I will be solely responsible for negotiating and agreeing with Supplier for participation in any Supplier benefit plans, including any pension, savings, or health and welfare plan. Unless AT&T Company expressly provides otherwise in writing, I further understand and agree that I am not eligible to participate in or receive any benefits under the terms of the AT&T Company's pension plans, savings plans, health plans, vision plans, disability plans, life insurance plans, stock option plans, or any employee benefit plan sponsored by the AT&T Company for any period of time. I understand and agree that the cash payments and benefits which I receive from Supplier shall represent the sole compensation to which I am entitled, and that Supplier will be solely responsible for all matters relating to compliance with all employer tax obligations arising from the performance of Services in connection with this Agreement. These tax obligations include but are not limited to the obligation to withhold employee taxes under local, state and federal income tax laws, unemployment compensation insurance tax laws, state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax laws or similar laws.

**II. Work Policies and Rules**

1. I agree that during the performance of my services I will not violate AT&T Company work rules and policies.
2. I understand that it is my responsibility to ensure that my personal conduct and comments in the workplace support a professional environment which is free of inappropriate behavior, language, joke or actions which could be perceived as sexual harassment or as biased, demeaning, offensive, derogatory to others based upon race, color, religion, national origin, sex, age, sexual orientation, marital status, veteran's status or disability. I further agree to refrain from words or conduct that is threatening and/or disrespectful of others.

**Proprietary and Confidential**

This Agreement and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third party representatives, and Supplier except under written agreement by the contracting parties.

3. If AT&T Company provides me access to its computer systems, I agree (a) to use such systems in a professional manner, (b) to use such systems only for business purposes and solely for the purposes of performing under the agreement named below, (c) to use such systems in compliance with AT&T Company's applicable standards and guidelines for computer systems use, and (d) to use password devices, if applicable and if requested by AT&T Company. Without limiting the foregoing, AT&T Company property, including but not limited to Intranet and Internet services, shall not be used for personal purposes or for any purpose which is not directly related to the business which is the subject of the agreement named below. I acknowledge and agree that I must have a valid AT&T Company business reason to access the Intranet and/ or the Internet from within AT&T Company's private corporate network.

iii. **Administrative Terms**

1. This Agreement shall be effective as of the date executed below, and shall remain in effect notwithstanding my termination of employment with Supplier or termination of my work at AT&T Company.
2. In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or enforceable provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

I have read, understand and agree to abide by this Agreement.

By: R. Santhosh Babu Date: 8/24/17  
 Print Name: Santosh Babu Endla Social Security #: 588544917  
 Address: 1099 Legacy Farm Ct, # 202, Collierville TN - 38017  
 Agreement No. between Supplier and AT&T: 20111027.020.C Effective Date: 11/28/2011

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