

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

This Agreement ("Agreement") dated 08/18/2017 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 Dev ("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: SANTOSH BABU, ENDLA Date: 08/18/2017  
Print Name: SANTOSH BABU, ENDLA Social Security #: 588544917  
Address: 1099 Legacy Farm Ct. # 202, Collierville, TN, 38017  
Agreement No. between Supplier and AT&T: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
20111027.020.C

**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.

## **FAIR CREDIT REPORTING ACT DISCLOSURE AND AUTHORIZATION**

Insight Global, LLC ("Insight Global") may obtain a consumer report or an investigative consumer report about you from an external consumer reporting agency for employment purposes, including considering your application for employment and making a decision whether to offer you employment with Insight Global.

A consumer report may include information about your character, general reputation, personal characteristics, mode of living, credit worthiness, credit standing, or credit capacity, including but not limited to criminal records, education verification, Internet presence, and employment history, which is used or collected for employment purposes. An investigative consumer report contains information about the same things obtained through personal interviews with sources such as neighbors, friends, associates, past employers, educators, etc.

You have the right to request information from Insight Global about the nature and scope of any investigative consumer report on you that is requested by Insight Global. The request must be made in writing and within a reasonable period of time after you have received this disclosure.

A summary of your rights under the federal Fair Credit Reporting Act ("FCRA") is being provided to you with this disclosure.

### **AUTHORIZATION**

I hereby authorize Insight Global to obtain consumer reports and investigative consumer reports about me from a consumer reporting agency.

Signature Santosh

Full Legal Name (please print) SANTOSH BABU ENDLA

Date 08/18/2017

## **CONTRACT EMPLOYEE AGREEMENT**

This Contract Employee Agreement (the “Agreement”) is made as of August 18, 2017, between Insight Global, LLC, a staffing services company (“Insight Global”), and Santosh Babu Endla (the “Contract Employee”) for AT&T (the “Customer”).

This Agreement describes your rights and obligations as a Contract Employee with Insight Global. ***It is important that you read the entire Agreement carefully.*** By signing this Agreement, you consent that any covered future dispute relating to your employment with Insight Global will be submitted to binding arbitration, as explained more fully in Section 21 below.

**1. Scope of Agreement/Employment At-Will.** This Agreement sets forth the terms and conditions applicable to the performance of specific services by Contract Employee for Insight Global. Contract Employee acknowledges that he/she is employed by Insight Global for an indefinite period of time and on a terminable-at-will basis. The terms of Contract Employee’s employment with Insight Global may be revoked, terminated, changed, or modified by Insight Global with or without cause; provided, however, that neither Insight Global nor Contract Employee may modify or amend any part of Section 21, except by a writing signed by both parties.

**2. Services.** Contract Employee agrees to provide specialized services for a project (the “Contract Assignment”) to be performed for the Customer, who has retained Insight Global to fulfill specific business needs, as he/she is directed to perform by Insight Global or Customer using his/her own discretion and independent judgment.

**3. Term of Agreement.** Subject to Section 17, this Agreement and Contract Employee’s employment shall end when: (a) the Contract Assignment is deemed completed in the discretion of Customer or Insight Global; (b) the Agreement is terminated in accordance with Paragraph 16 below; or (c) Customer or Insight Global determines, in either’s discretion, that the services of Contract Employee are no longer needed or desired for any reason (“Termination Date”). During the term of this Agreement, the Contract Employee shall devote his/her necessary efforts to providing services as directed by Insight Global.

**4. Compensation for Services.** Contract Employee shall be paid at the rate of **\$40.00 per regular hour** and **\$40.00 per overtime hour**, or such other rate as determined by Insight Global upon notice to Contract Employee. Contract Employee will earn five (5) days of paid time off, based on 8-hour workdays, per calendar year under this Agreement. Paid time off must be used before the completion of Contract Employee’s assignment with Customer. Any unused paid time off that exists at the completion of each calendar year, and at the time of Contract Employee’s termination, will be forfeited, and Contract Employee will not be entitled to any payout of unused paid time off, unless and only to the extent required by applicable law. Accrual of PTO is based upon hours actually worked, up to 40 hours per week, and based on an estimated 2,080 hours per year. Contract Employee must receive approval from Insight Global and Customer prior to the use of any paid time off. Contract Employee shall not be paid for holidays, sick days or any other authorized periods of absence from the Contract Assignment, but only for hours actually worked except as required by applicable law. No alterations or modifications of any of the terms of this section will be binding on a party unless evidenced by a written amendment signed by the parties

**5. Time Sheets.** Contract Employee shall maintain a record of hours worked (the “Time Sheet”) on behalf of Customer. Each Time Sheet must be verified by an authorized representative of Customer. A copy of the verified Time Sheet must be submitted to Insight Global on a weekly basis by no later than Monday 10:00 AM EST (Tuesday if Monday is a major holiday) following the week in which services were performed. Payment shall subsequently be made to Contract Employee by Insight Global on a

weekly basis in arrears each Friday. *Contract Employee agrees and acknowledges that (i) Insight Global is relying on the Time Sheet to calculate the amounts payable to Contract Employee, and (ii) failure to submit a verified Time Sheet within the time required by this paragraph may result in delays in payment to Contract Employee.* Any falsification of the Time Sheet shall result in immediate termination of Contract Employee. In the event Contract Employee believes he or she is being instructed by Customer or any other person not to report all hours worked in violation of applicable law, Contract Employee will notify Insight Global in writing of the number of hours not reported not later than five (5) business days of the work week in which such incident occurred so that Insight Global may investigate and ensure prompt payment to Contract Employee of any amounts owed. Contract Employee recognizes that Insight Global may modify or supplement the procedures in this Section, and Contract Employee agrees to comply with future modifications or additions; provided, however, except as specifically provided otherwise in this Agreement, no alterations or modifications of any of the terms of this section will be binding on a party unless evidenced by a written amendment signed by the parties.

**6. Contract Employee's Expenses.** Expenses are reimbursed according to Customer policy and applicable law and must be itemized on either Customer or Insight Global's expense report. Receipts for all expenditures must be submitted with the expense report, which must be submitted within thirty (30) days of the date of the expenditure, and must have an authorized Customer signature. Because all information on the expense report and receipts must be verified before it can be processed, a one-week delay in payment may occur.

**7. Tax Obligations.** Contract Employee will be classified as a W-2 employee for tax purposes. Insight Global will deduct amounts from Contract Employee's compensation as required by applicable federal and state law, including deductions for income tax withholding, the Federal Insurance Corporation Act ("FICA") tax, and Medicare withholding. Contract Employee acknowledges that Contract Employee is not an employee of Customer and will not be entitled to participate in benefit programs provided by Customer to its employees.

**8. Supervision.** In performing the work assigned by Insight Global and/or Customer, Contract Employee will adhere to all applicable policies, procedures and rules of both Insight Global and Customer. Contract Employee acknowledges that Insight Global and/or the Customer has the right to direct Contract Employee as to when, where and how Contract Employee is to perform the work. In working on a Customer's project, Contract Employee will ordinarily work as required by Insight Global in accordance with the directions of the Customer. Contract Employee will provide his/her immediate supervisor at Insight Global with progress and status reports of all work efforts. Contract Employee's performance is subject to review by both Insight Global and Customer.

**9. Hours of Work.** Contract Employee agrees to work those hours required to complete the Contract Assignment as determined by Customer. If Contract Employee is unable to work scheduled hours, due to illness or otherwise, Contract Employee shall contact Customer and Insight Global to describe the circumstances preventing Contract Employee from working the required hours.

**10. Representations and Warranties.** Contract Employee represents and warrants that he/she may enter into this Agreement without violating any other contract, employment or consulting arrangement and that he/she has not brought and will not bring to Insight Global, or use in the performance of his/her responsibilities at Insight Global or Customer, any materials or documents of any other person that are not generally available to the public, unless he/she has obtained express written authorization from such other person for their possession and use in a manner consistent with Contract Employee's obligations in Section 12 of this Agreement. Contract Employee further warrants that, to the best of his/her knowledge and belief, he/she is not involved in any situation that might create, or appear to create, a conflict of interest with his/her loyalty to or duties for Insight Global or Customer.

**11. Confidentiality and Data Security.** Contract Employee agrees that all information relating to the business operations of Insight Global or Customer shall be held in strict confidence and not disclosed without the prior written consent of Insight Global or Customer, whichever is appropriate.

Without the prior written approval of Insight Global or Customer, as applicable, Contract Employee will not, at any time (whether during or subsequent to the period of this Agreement), disclose to others, or use for Contract Employee's own benefit, confidential information belonging to Insight Global, Customer, or the licensors, licensees, affiliates or customers of Insight Global or Customer including, but not limited to, all information belonging to Insight Global, Customer, or the licensors, licensees, affiliates or customers of Insight Global or Customer related to their respective services and products, customers, business methods, strategies, and practices, internal operations, pricing and billing, financial data, costs, personnel information (including, but not limited to, names, educational background prior experience and availability), customer and supplier contacts and needs, sales lists, technology, software, computer programs, computer systems, inventions, developments, and trade secrets of every kind and character, acquired by Contract Employee during the period of, or in connection with, the Contract Assignment.

Contract Employee shall comply with all policies and procedures of Insight Global and/or Customer provided or known to Contract Employee regarding data security and privacy and, in any event, use reasonable care to protect the confidential data of Insight Global, Customer or their licensors, licensees, affiliates or customers, including by diligently using passwords, encryption and other security measures made available to Contract Employee, reasonably securing from theft or loss equipment provided to Contract Employee by Insight Global or Customer, and promptly notifying Insight Global in the event of any unauthorized use or disclosure of confidential data when discovered by Contract Employee.

Consistent with the Defend Trade Secrets Act of 2016, nothing set forth in this Agreement shall be construed to prevent Contract Employee from (and Contract Employee will not be held criminally or civilly liable for nor required to forfeit any whistleblower award arising from) disclosing a trade secret so long as such disclosure is (1) made in confidence directly or indirectly to a federal, state or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (2) made in a complaint or other document filed in a lawsuit or other proceeding under seal. Federal law also provides that an individual who files a lawsuit for employer retaliation for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to a court order.

**12. Patents, Reports, Work Products.** Contract Employee shall disclose promptly to Customer all inventions, improvements, discoveries and the like (whether or not patentable), and all software, documentation, and other works of authorship (collectively, the "Works"), which Contract Employee conceives, devises, develops, perfects or creates, whether singly or with others, in the performance of the Contract Assignment, and all intellectual property rights to such Works shall be the sole property of Customer without any additional compensation to Contract Employee. In confirmation hereof, Contract Employee hereby expressly assigns all rights (including, without limitation, patent rights and copyrights) in such Works to Customer.

Any patent applications or continuations thereof covering any Works that are the property of Customer under the provisions of this Agreement shall be filed at the expense of the Customer and shall be processed and maintained under its exclusive control. Contract Employee agrees to provide all necessary information and technical assistance for filing and processing such applications and continuations.

Contract Employee will not be obligated to assign to the Customer rights to any Works for which no

equipment, supplies, facilities, or confidential information of either Insight Global or Customer was used and which were developed entirely on Contract Employee's own time, unless (a) such Works relate directly to the business of Customer or Insight Global, including Customer or Insight Global's actual or demonstrably anticipated research and development, or (b) the Works result from any work performed by Contract Employee for Insight Global or Customer. Contract Employee will not be obligated to assign any right to Works to Insight Global or Customer if and only to the extent Contract Employee can demonstrate through written records that such Works were conceived and reduced to practice prior to his/her employment. If Contract Employee is employed in California, the obligation to assign rights to Works does not apply to an invention that qualifies fully under the provisions of California Labor Code Section 2870.

**13. Customer/Insight Global Property.** At Insight Global's request, Contract Employee shall submit a listing of all Customer or Insight Global furnished materials including designs, reports, manuals, documents, hardware and software. Contract Employee shall not substitute any property for Customer's property. Contract Employee further agrees that the use of equipment and property of Customer or Insight Global is limited to the tasks necessary to complete the Contract Assignment, and that he/she will not use any such property except in performing work as defined in this Agreement. Upon termination of this Agreement, Contract Employee agrees to return promptly all materials and property. Any breach of this section of this Agreement without written consent will be grounds for immediate termination. Furthermore, if any materials are deemed not returned, Contract Employee agrees to pay Insight Global the full market value for the materials and specifically authorizes Insight Global to deduct such amount from any payments due Contract Employee, except where prohibited by law.

**14. Employment with Customer.** To the fullest extent permitted by law, Contract Employee agrees that he/she will not, directly or indirectly, alone, or as an employee, contractor, independent contractor, partner, company, or joint-venture, solicit or accept employment on a full or part-time basis, or enter into any contractual or consulting arrangement with Customer, any client of Customer to which services were provided by Contract Employee, or any other staffing firm performing work for Customer or client of Customer during the period of the Agreement or within the six month period following the Termination Date. Contract Employee agrees to notify Insight Global if Customer, any client, agent, partner, company, or joint-venture of Customer, or other staffing firm performing work for Customer or any client of Customer during the term of the Agreement or within six months of the Termination Date, requests Contract Employee to continue providing services to Customer or client of Customer subsequent to the Termination Date. If any work is performed for Customer during the term of the Agreement or within six months of the Termination Date, it is understood that this work will be performed through Insight Global to the fullest extent permitted by law. This clause may be waived with the written consent of Insight Global in its sole discretion. If requested by Customer, after six months of continuous work with Customer this clause will be waived with the written consent of Insight Global, if Insight Global has an agreement with Customer in which Customer is contractually given the right to convert the Contract Employee after six months. Contract Employee understands that he/she is not allowed to leave the employment of Insight Global to work for another staffing agency for Customer for a period of 180 days subsequent to Contract Employee's termination of employment with Insight Global to the fullest extent permitted by law.

**15. E-Mail and Internet Policy.** Contract Employee acknowledges and agrees to adhere to all applicable policies, procedures and rules of both Insight Global and Customer with respect to the use of Insight Global and/or Customer's e-mail and internet systems. Contract Employee acknowledges that Customer's e-mail and internet systems are to be used solely for the purposes of completing the Contract Assignment. In addition, Contract Employee agrees that the use of Customers systems to transmit, download, or distribute offensive materials, language, profanity, offensive images, or any similar inappropriate material is prohibited. Contract Employee is expressly prohibited from using any of

Contract Employee's personal computer resources, including, without limitation, Contract Employee's personal internet, e-mail and instant messaging accounts, to perform the Contract Assignment, without Customer's prior express written authorization. Contract Employee agrees that Customer may inspect, at any time, the entire contents of any electronic data storage device or any e-mail or instant messaging account used to perform the Contract Assignment. Contract Employee acknowledges that Customer may monitor, track and, in some instances, ascertain the identity of the authors, recipients, and contents of computer-based communications by Contract Employee, and Contract Employee knowingly and voluntarily consents to being monitored and to having his/her communications reviewed by Customer. Contract Employee is aware that he/she has no individual rights to the contents or use of Customer's computer resources, and all data on or material created using Customer's computer resources is Customer's property. Contract Employee further acknowledges that he/she has no expectation of privacy for any Internet or other use via Customer-owned or -provided connections or while using Customer's computer resources. Any breach of the E-Mail and Internet Policy section of this agreement will be grounds for immediate termination, and Contract Employee will be liable for any and all suits and claims arising out of any breach of this section.

**16. Termination.** This Agreement shall be terminable immediately and without prior notice in the sole discretion of Insight Global. In the event that Customer notifies Insight Global that Contract Employee's performance is unsatisfactory as determined by Customer in its sole discretion, or that the services of Contract Employee are no longer needed or desired by Customer for any reason, or in the event that Customer for any reason discontinues payment to Insight Global with respect to Contract Employee, then the Agreement (and Contract Employee's employment if no other assignment is offered and accepted) shall be terminated. Contract Employee shall have the right to terminate the Agreement prior to the Termination Date. Contract Employee agrees to provide a minimum of two weeks' prior notice of Contract Employee's intent to terminate this Agreement when possible.

**17. Effect of Termination.** Sections 11-15 and 17-23 shall survive any termination of this Agreement.

**18. Non-Disparagement.** Contract Employee agrees that during his/her employment with Insight Global, Contract Employee will abide by all Insight Global and Customer policies regarding employee communications. Following the termination of Contract Employee's employment for any reason, Contract Employee further agrees that he/she will not make any derogatory or disparaging statement about Insight Global, Customer, or any of their products or services, employees, consultants, officers, directors, or shareholders, or any of them. This provision does not apply to statements made that are considered to be protected activity under applicable law.

**19. Equal Employment Opportunity Policy.** Contract Employee acknowledges that he/she has reviewed and agrees to be bound by the Insight Global Equal Employment Opportunity Policy, a copy of which has been provided to Contract Employee.

**20. Liabilities.** Unless prohibited by applicable law, Contract Employee agrees to indemnify and hold Insight Global and the Customer harmless for any and all damages, costs, expenses and losses arising as a result of (i) any breach by Contract Employee of his or her obligations under this Agreement, or (ii) any grossly negligent or willful act or omission of the Contract Employee (for example, damage that the Contract Employee willfully causes to Customer's property). Insight Global agrees to indemnify and hold Contract Employee harmless for any and all damages, costs, expenses and losses arising as a result of any breach by Insight Global of its obligations under this Agreement.

**21. Neutral binding arbitration, waiver of trial before judge or jury, and waiver of class, collective and representative claims.** Except as set forth in the final paragraph of this Section 21, in the event of any dispute or claim arising out of or relating to Contract Employee's application for employment with

Insight Global, Contract Employee's employment with Insight Global, the termination of Contract Employee's employment, or otherwise relating to this Agreement (collectively, "Disputes"), Contract Employee and Insight Global agree that all such Disputes shall be fully, finally and exclusively resolved by confidential, binding, individual arbitration before the American Arbitration Association ("AAA"). Contract Employee and Insight Global agree that a confidential arbitration, as contemplated by the Federal Arbitration Act and related case law, is the sole and exclusive forum for resolution of any and all Disputes and hereby mutually waive their right to trial before a judge or jury in federal or state court in favor of arbitration under this Agreement. Any arbitration shall be governed by the Federal Arbitration Act, the terms herein and the AAA Employment Arbitration Rules and Mediation Procedures ("Rules") then in effect, except as modified by this Agreement, but shall not be subject to the AAA Supplementary Rules for Class Arbitrations. A copy of the Rules is available at [www.adr.org/aaa/faces/rules](http://www.adr.org/aaa/faces/rules). In the event of a conflict between the Rules and this Section 21, the terms of this Section 21 shall govern. The arbitration shall proceed before a single arbitrator who is a member of the AAA Panel of Employment Arbitrators and is an attorney licensed and in good standing in the state where Contract Employee last performed services for Insight Global. Insight Global agrees that Contract Employee's maximum out-of-pocket expenses for the arbitrator and the administrative costs of AAA shall not exceed the maximum fee established by applicable AAA rules or the amount equal to Contract Employee's local court civil filing fee, whichever is less. Insight Global agrees that it will pay all of the remaining fees and administrative costs of the arbitrator and AAA unless, in accordance with applicable law, an arbitrator orders a difference allocation of these fees and costs.

Contract Employee and Insight Global hereby agree that neither Insight Global nor Contract Employee may submit a class, collective, or representative action for arbitration under this Arbitration Provision ("Class Action Waiver"). To the maximum extent permitted by applicable law, and except where expressly prohibited by applicable law, arbitration on an individual basis pursuant to this Arbitration Provision is the exclusive remedy for any Disputes that might otherwise be brought on a class, collective, or representative action basis. If agreed to by the parties or required by applicable law, Disputes of more than one Contract Employee may be joined or consolidated in arbitration. However, no class, collective, or representative procedures shall be allowed.

BY SIGNING THIS AGREEMENT, CONTRACT EMPLOYEE AND INSIGHT GLOBAL EACH IRREVOCABLY WAIVES HIS/HER/ITS RIGHT TO A JURY TRIAL AND HIS/HER/ITS RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE OR REPRESENTATIVE ACTION. CONTRACT EMPLOYEE AND INSIGHT GLOBAL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER BUT NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING, EXCEPT AS REQUIRED BY APPLICABLE LAW THAT IS NOT PREEMPTED BY FEDERAL LAW.

While Contract Employee and Insight Global agree that an arbitrator shall resolve any Dispute in individual, binding arbitration, an arbitrator shall not have the authority to determine the scope, enforceability, revocability, or validity of this Arbitration Provision or any portion thereof (e.g., the Class Action Waiver); nor shall an arbitrator have the authority to determine whether a given Dispute is subject to arbitration. Rather, Contract Employee and Insight Global agree that such issues may only be resolved by a civil court of competent jurisdiction.

This provisions set forth above shall not be construed to prevent you from filing a charge or a claim with the National Labor Relations Board, the U.S. Department of Labor, the Equal Employment Opportunity Commission, or any similar state agencies if applicable law allows you to do so. Nothing in this agreement shall be deemed to preclude or excuse you or Insight Global from bringing an administrative claim before any agency in order to fulfill an obligation to exhaust administrative remedies before making a claim in arbitration. The provisions of this Section 21 also do not cover: (1) claims for workers

compensation, (2) state disability or unemployment insurance benefits, (3) any criminal complaint or proceeding filed by a governmental agency, (4) claims for restitution or civil penalties owed by an employee for an act for which the Company sought criminal prosecution, (5) claims for benefits under any employee benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance, (6) representative claims under the California Labor Code Private Attorneys General Act, (7) disputes that may not be subject to a pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203), Executive Order 13673 (if applicable and effective), or by any other applicable federal law.

**22. Complete Agreement.** This Agreement sets forth the complete Agreement between Insight Global and Contract Employee with respect to the Contract Assignment and supersedes any prior agreements concerning the subject matter of this Agreement. Except as specifically provided otherwise in this Agreement, no alterations or modifications of any of the terms of the Agreement will be binding on a party unless evidenced by a written amendment signed by the parties. Contract Employee acknowledges and agrees that in accepting the Contract Assignment and entering into this Agreement, he or she has not relied on any representations or warranties of Insight Global or its representatives with respect to the Contract Assignment other than those that are set forth herein.

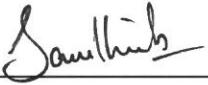
**23. Severability.** If any portion of this Agreement is held to be invalid or unenforceable, in whole or in part, the remaining provisions shall continue to be valid; provided, however, that under no circumstances shall any class, collective, or representative action proceed in arbitration, and in the event that the waiver of class, collective, or representative actions in Section 21 is found to be invalid or unenforceable by a court of competent jurisdiction, then the class, collective or representative claim subject to such a finding shall be heard in a state or federal court having jurisdiction.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, the parties hereunto have executed this Agreement on the dates set forth below.

BY SIGNING BELOW, CONTRACT EMPLOYEE REPRESENTS THAT HE/SHE HAS READ THE ENTIRE CONTENTS OF THE AGREEMENT.

**CONTRACT EMPLOYEE**

SIGNATURE:   
TITLE: JavaScript Developer  
DATE: 08/18/2017

**INSIGHT GLOBAL, LLC**

**Address:** 4170 Ashford Dunwoody Road 4170  
Suite 250 Atlanta, GA 30319  
**Telephone Number:** (404) 257-7900

SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Exhibit A – Notice to Employee  
Pursuant to California Labor Code Section 2810.5

**(Complete only if Contract Employee is providing services in California)**

Anticipated Start Date:

Customer Name:

Customer Address (where services will be provided):

Customer Mailing Address:

Customer Telephone Number: