

**AT&T Network Integration Services
AT&T Cloud Web Security Service for CALNET3**

Master Agreement: Calnet 3

Vendor: AT&T Corp. on its own behalf and on behalf of its service providing affiliates

PROVISION OF SERVICE

Pursuant to this Attachment, AT&T Corp. on its own behalf and on behalf of its service providing affiliates (collectively referred to as "AT&T") will provide AT&T Network Integration Services ("Services") identified in the Statement of Work ("SOW") attached hereto as Exhibit 1. Services shall include manufacturer's maintenance, whether or not AT&T facilitates such purchase or bills such services as agent for the third party.

This Attachment, including the SOW, shall be effective upon execution by both parties of the SOW. SOWs subsequently added must reference this Attachment and shall be effective and incorporated in and made part of this Attachment on the latter of the dates when signed by both Customer and AT&T. Unless earlier terminated, only as provided for in the SOW, each SOW shall be deemed terminated when both parties' respective obligations there under have been fully performed, or it is otherwise terminated according to terms and conditions of the CALNET3 agreement.

Charges for Services are set out in the SOW. AT&T shall invoice Customer as set out in the SOW.

APPROVAL

This SOW is not in force or effect until signed by both parties (vendor and customer Agency Telecommunications Representative, and approved by the State of California Department of Technology, Statewide Telecommunications and Network Division ("STND") as required. Contractor may not commence performance until such CCSU approval has been obtained.

AMENDMENT

No amendment or variation of the contents or terms of this SOW shall be valid unless submitted in writing, signed by the parties, and approved, by the STND as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. "All Terms and Conditions as originally awarded in the CALNET3 contract will apply and take precedence over any similar but differing language in this SOW. No language in this SOW will be allowed to modify or replace CALNET3 Terms and Conditions. Agencies using these services should also understand that they are responsible for adhering to any State procurement requirements."

**AT&T Network Integration Services
AT&T Cloud Web Security Service for CALNET3**

Calnet3 Agreement No.: C3-A-12-10-TS-01 / 149209UA
AT&T Network Integration Tracking ID: GBS231708
Document Version # 06/09/2015

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
El Dorado County	AT&T	Name: Scott Dunbar
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
El Dorado County Information Technologies 360 Fair Lane Placerville, CA 95667 530 621 5410o 530 401 3445c	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com	Telephone: (916) 486-3182 Email: sd1394@us.att.com Sales/Branch Mgr: Mitch Prather Email: mp3842@att.com
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Jason Burne Information Technologies 360 Fair Lane Placerville, CA 95667 530 621 5410o 530 401 3445c	Name: Title: Telephone: Street Address: City: State / Province: Domestic / Intl / Zip Code:	Name: Karen Dahl kd4153@att.com 925 389 7139 Engagement Manager
CUSTOMER Billing Address		
Jason Burne Information Technologies 360 Fair Lane Placerville, CA 95667 530 621 5410o 530 401 3445c:		

This Service Order Attachment for AT&T Network Integration Services ("NI Service Order Attachment") is being entered into by the Parties consistent with and as allowed by the terms and conditions of CALNET 3 (referenced above). By executing this NI Service Order Attachment, Customer agrees to subscribe to, and AT&T agrees to provide Service(s), in accordance with the terms and conditions of this NI Service Order Attachment and the terms and conditions of CALNET 3. All CALNET 3 terms and conditions will apply and take precedence over any similar but differing language in this NI Service Order Attachment. No language in this NI Service Order Attachment will be allowed to modify or replace CALNET 3 terms and conditions. As used herein, the term "Agreement" shall refer collectively to this NI Service Order Attachment and CALNET 3. This NI Service Order Attachment is restricted to the NI Services provided herein.

**AGREED:
CUSTOMER:**

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

ATTUID: kd4153

**AGREED:
AT&T**

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AT&T Network Integration Services
AT&T Cloud Web Security Service for CALNET3**

1. DEFINITIONS

Capitalized terms used but not defined in this NI Service Order Attachment have the meaning given them in the Agreement.

2. OVERVIEW

AT&T Network Integration will provide Customer with a solution comprised of professional services, software ("SaaS") and related support ("Services"). AT&T shall invoice Customer for, and Customer shall pay, to AT&T all monies due and payable with respect to the Services provided for hereunder in accordance with the Agreement.

3. STATEMENTS OF WORK

A. Unless earlier terminated as described below, an SOW is deemed terminated when the parties' respective obligations have been fully performed or when it is otherwise terminated according to its terms.

B. In the event of an inconsistency among terms, the order of priority is: (i) the CALNET 3 Agreement; (ii) CALNET 3 Contract Forms / Form20 and (iii) the NI Service Order Attachment.

4. AT&T CLOUD WEB SECURITY SERVICE

AT&T provides this web security capability through licensed SaaS to Customer subject to the attached License Agreement ("SLA") in Appendix B. Customer's assent to the terms and conditions of this NI Service Order Attachment constitutes Customer's agreement to the terms and conditions of the SLA. In the event of any conflict between the terms of the SLA, the Agreement, and this NI Service Order Attachment, the terms of the SLA shall prevail with respect to the SaaS provided hereunder.

5. TERMS OF USE

All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will remain the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

6. TERM AND TERMINATION

This NI Service Order Attachment shall remain in effect until terminated by either party on not less than thirty (30) days' prior written notice to the other party; provided that, the terms and conditions of this NI Service Order Attachment shall continue to govern, through completion of performance (or earlier termination), all SOWs in effect on this NI Service Order Attachment's termination date.

EXHIBIT 1: STATEMENT OF WORK

1. Introduction

This Statement of Work ("SOW") is attached to the NI Service Order Attachment and made a part thereof upon the latter of the dates signed by Customer and AT&T ("Effective Date"). The Parties to this SOW are **AT&T Corp.** ("AT&T") and El Dorado County ("Customer"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW and shall be charged separately.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T by July 15, 2016, and/or (ii) the engagement does not commence within thirty (30) calendar days of the Effective Date.

2. AT&T Cloud Web Security Service

AT&T will provide Customer with web content filtering, web protection and reporting capability for on-premises and mobile users via a subscription-based cloud security web portal ("AT&T Cloud Web Security Service"). The AT&T Cloud Web Security Service provides malware protection, application controls, mobile application controls as well as the advanced security capabilities as described below. The AT&T Cloud Web Security Service is provided to Customer for use in the United States only.

2.1 AT&T Cloud Web Security Service Support

Pursuant hereto, Customer is purchasing support during the hours, as set forth below in Section 8.

2.2 Activation of the AT&T Cloud Web Security Service

- (a) Customer will be provided with an activation code via a welcome email ("Activation Code"). Customer may activate the AT&T Cloud Web Security Service at any time by using the Activation Code ("Activation" or "Activate"). The activation date shall be the date of the welcome email ("Activation Date"). Upon Customer's request, AT&T will provide an onboarding session to assist the Customer in the Activation process.
- (b) Customer will route web traffic to the AT&T Cloud Web Security Service in accordance with the number of users with subscribed licenses ("Subscriber(s)"). A Subscriber is defined as an individual Customer's employees, contractors, agents and other human users of Customer's network that establish a connection or login to AT&T Cloud Web Security Service through a local device such as a computer, laptop, phone, tablet or other mobile device. The maximum number of devices (e.g., computer, laptop, phone, tablet, or other mobile device) that a Subscriber may utilize to access AT&T Cloud Web Security Service is limited to four (4) devices at any given time.

2.3 Term

This SOW shall commence upon the Effective Date and extend co-terminously with CALNET 3 which will terminate on 06/30/2018 unless extended by the State of California ("SOW Term").

3. AT&T Responsibilities

3.1 AT&T Engagement Management

AT&T will be responsible for executing the following activities.

- (a) Provide engagement management to activate the AT&T Cloud Web Security Service with Customer.
- (b) Conduct a formal project kick-off meeting.
- (c) Provide a Project Timeline draft for Customer review. Customer and AT&T will mutually agree to the Project Timeline.
- (d) Participate and provide status and project planning meetings as mutually agreed.
- (e) Develop, manage and track the implementation schedule and all Change Control events.

3.2 Professional Service Hours

The engagement management and professional Services provided hereunder shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time, excluding designated AT&T holidays ("Normal Business Hours"), unless otherwise noted herein.

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

3.3 Customer Support

In the event Customer requires support in connection with the AT&T Cloud Web Security Service, a "duty manager" is on call 24x7 as a resource to assist Customer which is accessible by calling the 24/7 global on-call duty manager contact line at 1-855-565-6723 / 1-408-541-3210 (worldwide).

4. Customer Responsibilities

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer is responsible to:

- (a) Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T engagement manager to work with during the SOW Term.
- (b) Coordinate appropriate personnel for conference calls, interviews or to provide information as reasonably requested and applicable by AT&T.
- (c) Participate in meetings and arrange for other relevant business unit personnel to be reasonably available for such meetings.
- (d) Review and provide relevant comments from Subject Matter Expert ("SME") resources in a timely manner.

**AT&T Network Integration Services
AT&T Cloud Web Security Service for CALNET3**

- (e) If necessary, provide written authorization so that AT&T may access Customer's account(s) within this system in order to troubleshoot issues.

5. Project Governance

5.1 Change Control Process

Either Party must submit change requests to contractual documents in writing via the sample in Appendix A to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once agreed upon, both parties must execute the document in Appendix A.

6. Charges

AT&T shall provide the Services for the Charges stated below throughout the SOW Term:

Contract Section	Product Identifier	Contract Pricing Sheet Description	Contract Unit of Measure	Contract Charge Type	Contract Price
7.2.3.2 Web Security and Filtering Service Features	WSSBND	Web Security and Filtering Service	Per User	Recurring	\$0.64 Per User

Number of Subscribers	Per Subscriber, Per Month	Total Monthly Recurring Charges
1800	\$0.64	\$1,152.00

TOTAL

6.1 Additional Pricing Terms and Conditions

- (a) **Defined Scope.** Pricing is based on the currently defined scope of work. Any additions or changes to this SOW will necessitate changes in pricing.
- (b) **Number of Subscribers.** AT&T reserves the right to conduct monthly audits of the number of Subscribers. In the event the audit reveals that there are more users of the Service than the total of Subscribers previously identified by Customer, additional charges as set forth in this Section 6 will apply for the additional users of the Service and these charges will appear on the next monthly invoice.
- (c) **Amount of Traffic.** AT&T reserves the right to conduct monthly audits of the total amount of traffic passing through the AT&T Cloud Web Security Service, and to inform Customer of any material and/or persistent deviations to the expected amount of traffic. Pricing provided herein is based on traffic at 6kbps per Subscriber per day (approximately 2 gigabytes per month) ("Baseline Traffic"). In the event of any material and/or persistent deviations from the Baseline Traffic, the parties will work in good faith to immediately resolve any traffic issues. Resolution may include throttling traffic or other actions to mitigate load while this issue is addressed by the parties.
- (d) **Invoicing.** AT&T will invoice the monthly recurring charges commencing upon Activation Date of the AT&T Cloud Web Security Service.

7. Termination

- (a) Customer may terminate this SOW or any order placed under this SOW prior to the expiration of the AT&T Cloud Web Security Service Term under one of the following provisions:
- (1) Customer must pay all charges incurred as of the effective date of termination.
 - (2) In the event of a breach of any material term or condition of this SOW by AT&T where such failure continues un-remedied for thirty (30) days after receipt of written notice by AT&T.
 - (3) Any time prior to the end of the AT&T Cloud Web Security Service Term, by giving AT&T at least thirty (30) days prior written notice and paying the Cost Recovery Charges (defined below); provided that .

if the termination occurs within the initial **twelve (12) months** of the AT&T Cloud Web Security Service Term, Customer shall be liable to AT&T for any unrecovered amortized capital costs, if any, identified immediately below in the Cost Recovery Charges Schedule (the "Cost Recovery Charges").

Cost Recovery Charges Schedule	
Month	Cost Recovery Charge
0	\$ 18,766.08
1	\$ 18,244.80
2	\$ 17,723.52
3	\$ 17,202.24
4	\$ 16,680.96
5	\$ 16,159.68
6	\$ 15,638.40
7	\$ 15,117.12
8	\$ 14,595.84
9	\$ 14,074.56
10	\$ 13,553.28
11	\$ 13,032.00
12	\$ 12,510.72

AT&T Network Integration Services
AT&T Cloud Web Security Service for CALNET3

8. AT&T Cloud Web Security Support Description

Malware Protection

This Internet-based security capability enhances the Cloud Web Security content analysis technology, which provides real-time protection against known and newly-arriving Web-borne threats. The capability uses an ecosystem of Cloud Web Security and inline scanning technology (from multiple vendors) to examine Web content. The resulting behavioral analysis identifies malicious and suspicious sites, bot-net traffic, and phone-home malware. The community-driven Cloud Web Security technology allows these threats to be categorized in real-time.

Content Filtering

This security capability enables Customer to define a content filtering policy that can meet business requirements and can be tailored to support the Customer environment. The basic policy consists of a combination of blocked and allowed Web content categories and trusted and blocked sources and destinations that apply globally to all users (Basic Policy). Customer also has the option to create more granular rules (Advanced Policy). For example, Customer can coach users on its company policy when a User attempts a restricted site; block unauthenticated Users; and create allow or block lists for specific Web destinations. This module also provides dynamic rating algorithms that identify and categorize Web content in real time to provide URL filtering.

Web Application Controls

This cloud capability provides policy options that control various aspects within certain Web applications. These options might include the ability to block posts requests, attachments and downloads. The Cloud Web Security portal displays the currently supported Web applications, including which aspects within the application are available to control. For example, Customer can allow employees to access Facebook, but prevent them from uploading video or pictures. Another example is to allow employees to access and use Webmail, but prevent them from sending attachments through Webmail. Customer can also enforce the browser SafeSearch feature and keyword search controls for all major engines, including media search engines.

Management, Policy, and Reporting

Access to the cloud security capability is through the Cloud Web Security portal. This Web-based management tool allows Customer to navigate between the Content Filtering, Malware Scanning, and Web Application Control modules to define policies and generate reports. Customer's administrators can define roles that limit access for other Subscribers.

Customer, through its capability, is able to define and configure policies to implement and use the capability in accordance with its own requirements and the applicable regulations to its particular industry, geography and business. Depending on the mode or module, this can be very basic, such as globally blocking specific categories or Web Applications. In the Content Filtering module, administrators have the option to define more granular policies, such as determining what times Subscribers can access specific sites or categories. For Web Applications, they can select options, such as allowing Facebook but blocking file/video uploads.

When Subscribers begin sending traffic to the cloud, the generated access logs provide the basis for comprehensive and interactive reports. There are high-level and trend reports as well as specific reports to enable Customer to have full visibility on its network. Administrators can use this data to further manage policies and provide coaching when acceptable Web use policies are not obeyed.

APPENDIX A: SAMPLE CHANGE CONTROL FORM

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

Impact of Change
Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).

AGREED and ACCEPTED:
CUSTOMER:
 By: _____
 (Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED and ACCEPTED:
AT&T
 By: _____
 (Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

APPENDIX B: LICENSE AGREEMENT

1. AT&T Cloud Web Security Service

1.1 **Description.** Subject to the terms and conditions herein, during the Service Term (as defined below) AT&T will provide the following AT&T Cloud Web Security software-as-a-service ("Service") to Customer: (i) inbound and outbound Web content security and filtering and malware detection and filtering; (ii) hosted reporting of Subscriber (as defined below) traffic; in each instance of (i) and (ii) above based on Customer Configurations (as defined below) set by Customer; (iii) certain data, images, text, content, APIs, tools or other information or materials provided by AT&T in conjunction with the Service; and (iv) a software client that may be downloaded by Customer ("Software") for use by Subscribers (defined below) to access the Service. As used herein, "Subscriber(s)" means Customer's employee, contractor, agent and other human user(s) of Customer's network on an individual basis that Customer pays a fee to AT&T in order to allow a connection or login to the Service through a local device. The Software component of the Service includes any and all updates, upgrades, bug fixes, dot releases, version upgrades, or any similar changes that AT&T makes available to Customer from time to time.

1.2 **Customer Configurations.** The Service does not include Customer configurations, policies and procedures implemented and set by Customer available through the Service, including, without limitation, the selection of filtered categories and web application controls (collectively, "Customer Configurations"). Customer acknowledges and agrees that Customer is solely responsible for selecting the Customer Configurations and assuring that the selection conforms to Customer's policies and procedures and complies with all applicable laws and regulations in jurisdictions in which Customer is accessing the Service.

1.3 **Passwords.** As used herein, "Password" shall mean Customer established passwords, temporary passwords provided by AT&T, security credentials, or authentication keys provided or used in relation to the Service. Customer is solely responsible for monitoring and controlling access to the Service, maintaining the confidentiality of the Passwords and for any use of the Service that occurs using such Passwords.

2. Access and License

2.1 **Right to Access Service; Software License.** Subject to the terms and conditions herein and the express restrictions contained in this Section, AT&T grants to Customer (i) the right to access and use the Service during the Service Term for the Subscribers for Customer's own internal business operations and not for the benefit of any other person or entity; and (ii) a personal, non-transferable, non-exclusive, non-sublicensable license during the Service Term to use and distribute the Software to Customer's Subscribers in object code form only, solely for the purpose of accessing the Service.

2.2 **Use Restrictions.** Customer shall not, and shall prevent Subscribers from using the Service to: (i) resell, rent, lend, lease, distribute, or timeshare the Service (including on a "service bureau" basis), or otherwise provide third parties with access or grant third parties rights to the Service; (ii) alter or remove any marks or proprietary legends contained in the Service; (iii) circumvent or otherwise interfere with any authentication or security measures of the Service; (iv) interfere with or disrupt the integrity or performance of the Service; (v) send SPAM or any other form of duplicative and unsolicited messages, other than marketing and promotional messages to Customer's clients and prospective clients as contemplated by the Service; (vi) use the Service for proxy avoidance or anonymization; (vii) violate the terms of use or other agreements governing the use and access of third party websites; (viii) access all or any portion of the Service by means of any crawler, scraper, bot, spider, or any other similar script or automated process; (ix) transmit through or post on the Service unlawful, libelous, tortious, infringing, or defamatory material; or (x) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs. Customer shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Software, and shall not modify, translate, or create derivative works based on any element of the Software.

2.3 **Acceptable Use.** Subscribers shall not use the Service for any purpose other than as expressly authorized herein.

2.4 **Reservation of Rights; Ownership.** Except for the rights expressly granted herein, no other rights, express or implied, are granted to Customer under these terms. All right, title and interest in and to the Service, the Software and related Documentation are and shall remain the exclusive property of AT&T and its licensors. Customer acknowledges and agrees that: (i) the Service, the Software and related Documentation are protected under U.S. and foreign copyright and other intellectual property laws; (ii) AT&T and its licensors retain all copyrights and other intellectual property rights in the Service, the Software and related Documentation; (iii) there are no implied licenses under this license and any rights not expressly granted to Customer hereunder are reserved by AT&T; and (iv) Customer acquires no ownership or other interest in the Service, Software, or related Documentation (other than right to access the Service and the license rights expressly stated herein).

3. Customer Data.

3.1 **Definition.** In its provision of the Service, AT&T may receive, store and/or process network traffic data ("Traffic Data"), such as time of transaction, Subscriber IP address, username, URL, URL category, status (success or error), file type, filter result (allowed or denied), virusid, and other metadata (e.g. browser software used), and any other network traffic (and data related thereto) sent to or received from Customer through use of the Service, in detail and/or in an aggregate form. In such cases, AT&T is acting in its capacity as a data processor and will process the Traffic Data of Customer only on behalf of and under the direction of Customer (and its designees). In addition, AT&T may receive, store, process and retrieve other personally identifiable information uploaded through the AT&T Cloud Portal or other means ("Administrative Data"). Administrative Data includes, for example, administrator identifying information, Subscriber and group names, and other personally identifiable information. "Customer Data" means Traffic Data and Administrative Data.

3.2 **Limited Use.** While Customer (and its Subscribers) retain all rights to the Customer Data submitted to the Service, AT&T may store, process, retrieve, and disclose Customer Data for the following purposes: (i) providing the Service to Customer; (ii) analyzing, maintaining and improving the Service; (iii) complying with legal, or governmental requirements if AT&T is required to do so; (iv) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Service; and (v) anonymously aggregating and statistically analyzing malicious or unwanted content.

3.3 **Obligations; Indemnification.** Customer represents and warrants that: (i) it will comply with all applicable privacy and data protection laws and regulations applicable to its business and its performance of its obligations under these terms with respect to any Customer Data uploaded to, submitted to, stored on, or processed by the Service; and (ii) it will provide any notices and obtain required consents related to its use of the Service and AT&T's provision of the Service, including those related to the collection, use, processing, transfer, monitoring and disclosure of Customer Data.

4. Reserved

AT&T Network Integration Services
AT&T Cloud Web Security Service for CALNET3

5. Warranty

5.1 **Service Warranty.** AT&T warrants that the material functions of the Service shall operate substantially in accordance in accordance with the applicable documentation as contained and set forth in the designated Product documentation section of the AT&T website at cloudwebsecurity.att.com ("Documentation") when used by Customer in accordance with the terms herein and such Documentation.

5.2 **Disclaimer of other Warranties; No Guarantees.** EXCEPT AS OTHERWISE PROVIDED ABOVE, CUSTOMER ACKNOWLEDGES IN ALL OTHER REGARDS THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSES, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

5.3 CUSTOMER FURTHER ACKNOWLEDGES THAT AT&T DOES NOT WARRANT THAT: (I) THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (II) THE SERVICE IS NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; (III) THE SERVICE WILL ALWAYS BLOCK ACCESS TO THE ADDRESSES AND APPLICATIONS THAT ARE CONTAINED THEREIN; (IV) THE SERVICE WILL CONTAIN EVERY FORESEEABLE URL ADDRESS OR APPLICATION THAT SHOULD POTENTIALLY BE BLOCKED; (V) ADDRESSES AND APPLICATIONS CONTAINED IN THE SERVICE WILL BE APPROPRIATELY CATEGORIZED; OR (VI) THE FEATURES, CATEGORIES, OR FUNCTIONALITIES OF THE SERVICE WILL BE AVAILABLE AT ANY TIME IN THE FUTURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS (i) DO NOT VERIFY THE VALIDITY OF CERTIFICATES FOR WEBSITES IF CUSTOMER ENABLES SSL INSPECTION FUNCTIONALITY AND (ii) MAY DELIVER WEBSITES WITHOUT NOTIFYING CUSTOMER IF THE WEBSITE CERTIFICATES HAVE EXPIRED OR ARE OTHERWISE INVALID, AND THAT AT&T HAS NO LIABILITY FOR EACH OF THE FOREGOING.

5.4 NOTWITHSTANDING ANY OTHER TERM HEREIN, AT&T MAKES NO REPRESENTATIONS, DOES NOT GUARANTEE AND UNDERTAKES NO INDEMNIFICATION OBLIGATIONS REGARDING, ARISING FROM OR RELATED TO NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, OR STORED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION, THE LEGALITY OF MONITORING, INSPECTION, DECRYPTION AND/OR RE-ENCRYPTION OF INFORMATION IN ANY PARTICULAR JURISDICTION. CUSTOMER SHALL BE SOLELY RESPONSIBLE AND AT&T SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT CUSTOMER'S PROPOSED OR ACTUAL USE OF THE SERVICE OR PRODUCTS COMPLIES WITH APPLICABLE LAWS.

5.5 CUSTOMER ACKNOWLEDGES AND AGREES THAT AT&T WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: (A) THE USE OF THE SERVICE BY CUSTOMER OR BY THIRD PARTIES; (B) SECURITY BREACHES NOT CAUSED BY AT&T IN VIOLATION OF THE WARRANTY MADE IN SECTION 4; OR (C) EAVESDROPPING, INTERCEPTION, FAILURE OF DELIVERY OR LOSS OF DATA SENT, STORED, OR RECEIVED USING THE SERVICES. THESE LIMITATIONS SHALL APPLY EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5.6 CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR SELECTING CONFIGURATIONS, POLICIES AND PROCEDURES, WITHOUT LIMITATION, THE SELECTION OF FILTERED CATEGORIES AND WEB APPLICATION CONTROLS, AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO CUSTOMER'S POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS IN THE JURISDICTION IN WHICH CUSTOMER OPERATES OR IS REGISTERED.

5.7 CUSTOMER MAY LINK TO THIRD PARTY SITES THROUGH THE USE OF THE SERVICE. THIRD PARTY SITES ARE NOT UNDER THE CONTROL OF AT&T, AND AT&T IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY THIRD PARTY SITES, ANY LINKS CONTAINED IN THIRD PARTY SITES, OR ANY CHANGES OR UPDATES TO THIRD PARTY SITES.

6. Open Source Software. The Software may be distributed with open source software which is subject to the terms of the applicable open source software license agreement and not the terms and conditions herein. Customer may access the open source software copyright notices, terms and conditions. All open source software is provided WITHOUT ANY WARRANTY INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Copyrights to the open source software are held by the copyright holders indicated in the copyright notices in the corresponding source files. Source code can be made available to Customer as required by the applicable open source software license agreement as set forth in <http://www.bluecoat.com/3PNoticesandTerms>.