

**ATTACHMENT A**

**ACKNOWLEDGMENT OF TEMPORARY WORK ASSIGNMENT**

I, the undersigned, an employee of the Supplier named below, agree to accept a temporary work assignment to AT&T CORP. ("Company"). As a precondition to receiving such work assignment, I acknowledge the following:

1. I understand that I am an employee of the Supplier and not of Company and that I will be paid directly by the Supplier.
2. I understand that the work assignment is a temporary one for a defined period of time, the length of which may be increased or decreased.
3. I understand that if I do not perform to the complete satisfaction of Company, or leave my assignment prior to completion of my assigned work, I may not be assigned any continuing or additional temporary work at Company.
4. I understand that any problems or complaints I may have regarding the work assignment must be directed to my Supplier Supervisor and not to Company.
5. I understand that my rate of pay from the Supplier may be greater or lesser than that received by other individuals who are performing similar services for Company, regardless of whether they are employees of Company or other agencies.
6. I understand that there have been and will be no representations as to any assurance or possibility of being hired as a regular employee of Company, and that since I am not an employee of Company, no promotions or other forms of advancement or transfer by Company are available now or in future.
7. I understand that my work assignment is contingent upon execution of the Agreement Between Supplier Employee and AT&T Corp. Regarding Intellectual Property and I have read and signed same.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Real Soft, Inc. /  
(Name of Supplier)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Purchase Order Number)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(RFQ #)

\_\_\_\_\_  
(Requesting Manager's Name if this is a Directed Source)

ATTACHMENT B

AGREEMENT BETWEEN SUPPLIER EMPLOYEE AND AT&T CORP. REGARDING INTELLECTUAL PROPERTY

In consideration of payment for the performance of work or assignments for AT&T CORP. or any of its affiliates (hereinafter "Company"), and other good and valuable consideration, including the use on behalf of Company of its material, private or proprietary information, or facilities;

- A. I hereby assign and agree to assign to Company all my right, title, and interest in and to all inventions, discoveries, improvements, ideas, computer or other apparatus programs and related documentation, and other works of authorship (hereinafter each designated "Intellectual Property")... B. I will, without charge to Company but at its expense, execute a specific assignment of title to Company... C. I further agree that I will keep in confidence and will not, except as required in the conduct of Company's business... D. I further agree that this Agreement does not constitute a contract of employment... E. Company and I agree that, notwithstanding that I may not be Company's employee... F. I agree that I will not disclose to Company or any of its employees any information which I consider to be proprietary... G. In the event that either my employer or I have previously executed an agreement with Company relating to the work...

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**Real Soft, Inc./**  
\_\_\_\_\_  
(Name of Supplier)

\_\_\_\_\_  
**(Typed or Printed Name)**

\_\_\_\_\_  
(Purchase Order Number)

\_\_\_\_\_  
**(Social Security Number)**

\_\_\_\_\_  
**(RFQ #)**

\_\_\_\_\_  
(Requesting Manager's Name if this is Directed Source)