

1. **Premier.** Cingular will provide Customer with access to Premier ("Premier") subject to the terms and conditions of the Agreement, including, without limitation, this Attachment. Customer must be in compliance with the Agreement to be eligible to access Premier.

2. **Access to Premier.**

2.1 **Hyperlink.** Customer will create and maintain a hyperlink from its Intranet to Premier (the "Hyperlink"). The Hyperlink must not result in any framing of Premier. Cingular reserves the right to approve the Hyperlink, and Customer will provide an actual representation of the Hyperlink including, without limitation, any text, icons, graphics and design, to Cingular for such approval. Customer may only access Premier through the Hyperlink, and will not access any information other than Service information through Premier. Customer will ensure that its employees comply with the provisions of this §2.

2.2 **Username and Password.** Cingular will coordinate with Customer to establish a unique username and password (the "Password") for accessing and using Premier. Customer may modify its username and Password at its discretion. Customer is responsible for maintaining the confidentiality of its Password, and Customer accepts responsibility for all activity that occurs through Premier in connection with that Password. Cingular may rely on the authority of anyone accessing Customer's Cingular account, through Premier or otherwise, using Customer's Password.

3. **Privacy and Security; Limitation of Liability.** Although the law generally prohibits the unauthorized interception of and/or access to electronic communication, privacy cannot be guaranteed. **CUSTOMER AGREES THAT CINGULAR SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED INTERCEPTION OF AND/OR ACCESS TO PREMIER.** Cingular's security features include secure socket layer (SSL) encryption technology and password restrictions.

4. **Modification.** Cingular may, at any time, and in its sole discretion, modify, enhance, discontinue and/or add to Premier and any and all aspects thereof.

5. **Disclaimer of Warranties.** **PREMIER, AND ANY AND ALL ASPECTS THEREOF (INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE, TOOLS, GRAPHICS, DESIGNS, LOOK-AND-FEEL, FEATURES, FORM, FORMAT, INFORMATION AND CONTENT), IS PROVIDED TO CUSTOMER "AS IS." CINGULAR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING PREMIER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. CINGULAR MAKES NO REPRESENTATIONS OR WARRANTIES THAT PREMIER WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). CINGULAR DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS.**

6. **Additional Limitation of Liability; Exclusive Remedy.** **CUSTOMER AGREES THAT CINGULAR WILL NOT BE LIABLE FOR ANY DELAYS IN PROVIDING INFORMATION ON**

PREMIER OR ANY FAILURE OF SUCH WEB SITE. Notwithstanding anything to the contrary in the General Terms and Conditions, Customer's sole and exclusive remedy for any damages, losses, claims, costs and expenses arising out of or relating to Premier will be the termination of Customer's access to Premier.

7. Trademarks. Each party understands and acknowledges that the rights to use all service marks, trademarks, and trade names (collectively, "Marks") of the other party, now owned or hereafter acquired, are the property of the other party, and each party will not use any of the other party's Marks without the other party's specific prior written approval. Each party will comply with all rules and procedures (collectively, the "Rules") pertaining to the other party's Marks prescribed by the other party from time to time. Any use which any party will make of the other party's Marks will inure to the benefit of the other party. Each party acknowledges the validity of the other party's Marks, the other party's ownership thereof, and any and all United States and foreign registrations that have been or may be granted thereon to the other party. Each party will not, either during or after the term of the Agreement, do anything itself, or aid or assist any other party to do anything which would infringe, violate, damage, dilute, cause a loss of distinctiveness, harm, or contest the rights of the other party in and to the other party's Marks. Any unauthorized use by one party of the other party's Marks, or any use by one party not in compliance with the Agreement or the other party's Rules will constitute infringement of the other party's rights and a material breach of the Agreement. Each party acknowledges that it has no rights in or to the other party's Marks except as provided herein and will not acquire any rights in the other party's Marks as a result of any use of the other party's Marks. Each party will immediately discontinue use of the other party's Marks upon: (a) any expiration or termination of the Agreement; (b) any termination of Customer's access to Premier; or (c) written request by the other party. Nothing in the Agreement gives Customer the right to use any Marks of any third party (including, without limitation, any Marks of Equipment manufacturers).

8. Incorporation of Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement (including, without limitation, this Attachment) apply throughout all such documents.