

ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES
CONTRACT NO. 98000-GTA974-A
AMENDMENT NO. 7

This Amendment No. 7 is made this 15th day of July 2019, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **AT&T Mobility National Accounts LLC** ("Contractor").

WHEREAS, heretofore GTA entered into that certain wireless Enterprise Agreement for Equipment and Services on December 31, 2013 ("Agreement"), with respect to certain products and services to be provided to GTA by the Contractor, as more particularly described therein as amended by the following amendments (collectively, the Enterprise Agreement for Equipment and Services and all the Amendments hereinafter referred to as the "Agreement"):

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The existing Agreement is amended by adding, to Exhibit B of the original Agreement dated December 31, 2013 AT&T Fleet Management for Government ("Geotab") as described in Exhibit A attached hereto and made a part hereof.
2. Notices, of the Agreement shall be modified by updating the contact information for GTA and Contractor, and by adding the following language to the end of this Section:

Georgia Technology Authority	AT&T Mobility National Accounts LLC
47 Trinity, 3rd Floor	2180 Lake Blvd NE
Atlanta, GA 30334	Atlanta, GA 30319
Attn: Internal Support Services Contract Administration	Jim Allgood Account Manager
Email: contracts@gtg.ga.gov	Email: Jim.allgood@att.com
Phone number: (404) 463-2300	Phone number: (404) 431-3585

3. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
4. Successors and Assigns. This Amendment No. 7 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. Entire Agreement. Except as expressly modified by this Amendment No. 7, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 7 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 7 to be duly executed by their authorized representatives as of the date set forth above.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: Linda J Cottingham
Name: Linda J Cottingham
Title: Sr Contract Manager
Date: 07/17/19

GEORGIA TECHNOLOGY AUTHORITY

By: [Signature]
Name: Mark Lathan
Title: Security Governance Officer
Date: 7/18/2019

Exhibit A
See Below

AT&T Fleet Management for Government

PRODUCT BRIEF

Having the right data can increase the efficiency

Key Features

- Highly secure end-to-end data transfer
- One universal device for all vehicles
- Active tracking for real-time location
- Performance and safety reporting
- Accident detection, notification, and reconstruction
- Fuel card integration

Potential Benefits

- Reduces costs for fuel, labor, and maintenance
- Addresses security and compliance requirements
- Increases employee and fleet productivity
- Reduces fleet wide per-mile greenhouse gas
- Collects and manages data to support government-wide reporting systems
- Decreases fraudulent fuel card expense using location, odometer reading, and MPG discrepancies
- Improves public and fleet safety

of your fleet and reduce
operational costs

AT&T Fleet Management for Government helps optimize fleet routes, potentially reduces fuel costs, and provides notifications of needed maintenance.

As a government agency, you know what it's like to manage a fleet in the face of increasing costs and tighter budgets — all while following strict protocols for regulatory compliance and security.

AT&T Fleet Management for Government enables you to manage your entire fleet on an easy-to-use platform providing near-real time data that helps control costs, optimize your fleet, and meet federal and state mandates.

AT&T Fleet Management for Government

AES 256 AES 256 HTTPS/SSL Portal Users

The single platform portal, powered by Geotab, provides insight into your fleet's routes, usage, maintenance, and driver behavior. You see all the actionable data in a single dashboard. From there, you can optimize daily routes, decrease idling, and improve driver performance. Proactive maintenance notifications can help you allocate fleet resources, such as sending the right mechanics and parts to the locations where they're needed to minimize downtime. The platform uses engine diagnostics to compare actual performance versus expected performance and predict issues before they even become issues.

Highly secure

AT&T Fleet Management for Government also provides end-to-end security that has been approved by the Department of Homeland Security. We use AES256 for Data in Transit (DIT), Data at Rest (DAR), and over-the-air signed firmware updates. As a result, the AT&T solution is FIPS 140-2 and hosted with a FedRAMP certified cloud provider. In addition, if you are one of the many agencies that have a private AT&T MPLS network, you can extend that connectivity to the cloud using AT&T NetBond®.

Going forward green

Enable and accelerate your green strategy. AT&T Fleet Management for Government helps you follow state and federal mandates that require replacing current fossil fuel vehicles with Alternative Fuel Vehicles. Data from the current fleet usage and routes will also help you plan the placement of EV (electric vehicle) charging stations.

Whether mandated or not, by rotating out inefficient gas vehicles with environmentally friendly electric vehicles, you can minimize the impact of unexpected fuel-cost surges on your budget.

PRODUCT BRIEF

AT&T Fleet Management for Government

Plans

Description of Charges	Monthly Recurring Charge
Suspend Plan (No Commit, includes connectivity)	\$8.00
Base Tracking – No Commit (monthly charge for service, includes 4MB of data)	\$11.70
Pro Tracking – No Commit (monthly charge for service, includes 6MB of data)	\$21.60
Pro + Active tracking and IoX support – No Commit (monthly charge for service, includes 8MB of data)	\$25.20

Hardware Fees

Description of Charges	One-Time Charge
GO8 OBDII- OBDII device that uses standard installation. T cable requires extended installation.	\$58.00
Optional 16 Pin T Cable Kit for Passenger/Light/Medium Duty Vehicles	\$28.50
Optional 9 Pin T Cable Kit for Heavy Duty Vehicles	\$28.50
3 Wire Cable for GO8 - PWR, GND, IGN, Professional install add 3 Wire Standard Install	\$9.50
NFC Driver ID Reader - NFC Driver ID Tag Reader with mount	\$61.75
20 NFC Fobs - Bag of 20 NFC fobs. Includes CSV file of tag IDs downloadable from MyAdmin.	\$63.65
20 NFC Stickers - Bag of 20 NFC stickers for Driver ID. Used with IOX-NFC Driver ID Tag Reader.	\$63.65

Installation Fees

Description of Charges	One-Time Charge
Single vehicle install using a straight harness. Does not include the harness cost. (GO OBDII device) (Labor only)	\$99.75
Extended Install – Extended Installation using a T Cable. (GO OBDII device) (Labor only)	\$120.00
Fee for installations conducted on the customers premises. Cost is for 1 installer, 1 day, for 18 vehicles	\$242.25
3 wire standard Installation - (GO OBDII device)(vehicles without ports) (Labor only)	\$135.00
Installation of Driver ID NFC Reader (IOX-AUX) add-on	\$23.75
Standard in dash installation that uses the IOX-AUX port on the ODB. Per Unit fee	\$23.75
Non-Standard in dash installation that uses the IOX-AUX port on the ODB. Per Unit fee	\$80.75
Remove old OBDII/ Re-install new OBDII. Rates (per unit) without cable	\$123.50
Remove/ Re-install Rates (per unit) OBDII with straight cable	\$142.50
Professional services for any installation/deinstallation items not covered in the pricing schedule (per vehicle) (hourly)	\$145.00
No-Show Fees (per vehicle)	\$47.50
Gate access wait fee (per hour) when waiting to/from vehicles to perform installations	\$95.00
Technician fee when site requires special Homeland Security Clearance (TWIC) cards, minimum 2 techs per location	\$400.00
Training (per day) - combine with Training travel fees. Per event	\$1,425.00
Training (travel fees if applicable) per location	\$807.50
Per location shipping fee	\$40.00

AT&T Fleet Management for Government

Important Information

General: AT&T Fleet Management for Government as described in this product brief (the "Solution") is available only to eligible customers with a qualified AT&T agreement ("Qualified Agreement"). The Solution is subject to (a) the terms and conditions found at (a) <https://my.geotab.com/eula.html> ("Additional Product Terms"); (b) the Qualified Agreement; and (c) applicable Sales Information. For government customers, any Additional Product Terms not allowable under applicable law will not apply, and the Qualified Agreement will control in the event of any material conflict between the Qualified Agreement and the Additional Product Terms. Any service discounts, equipment discounts, and/or other discounts set forth in the Qualified Agreement do not apply to the Solution. The Solution may not be available for purchase in all sales channels or in all areas. Additional hardware, software, service and/or network connection may be required to access the Solution. The Solution is NOT eligible for any service discount, equipment discount, or other discount set forth in the Qualified Agreement.

Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T.

Professional Services: Upon completion of any Professional Services, customer must either sign the acceptance document AT&T presents or provide within five (5) business days of the service completion date written notice to AT&T identifying any non-conforming Professional Services. If customer fails to provide such notice, customer is deemed to have accepted the Professional Services. Customer will in a timely manner allow AT&T access as reasonably required for the Professional Services to property and equipment that customer controls.

Customer will ensure that the location(s) to which access is provided offer(s) a safe working environment, free of hazardous materials and reasonably suitable for the Professional Services. The Professional Services provided will be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time. The mandatory software installation and configuration is estimated to take two days and must be completed within 45 days of order placement. If customer's acts or omissions cause delay of installation and configuration beyond 45 days of order placement, AT&T will invoice customer for the installation and configuration charges after the 45th day. If the Professional Services provided in connection with the Solution are more complex than those described in this product brief, then a separate statement of work describing the activity and related terms and pricing will be executed. If impediments, complications or customer-requested changes in scope arise, the schedule, the Solution, and fees could be impacted.

Long-term relationships with government agencies at all levels—and the ability to provide an array

meet diverse and unique needs on a global

scale—give AT&T a powerful edge.

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PRODUCT BRIEF