

**ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES
AMENDMENT NO. 10
AGREEMENT #98000-GTA974-A**

This Amendment No. 10 is made this 1st day of May 2020, 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 the following Custom Offer:

Custom Offer. Provided GTA remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §1, Contractor will provide GTA and its eligible CRUs the following custom offer: the AT&T 10GB Mobile Select Pooled Data-Only Plan, combined with Contractor's AccessMyLAN Service, described herein (the "Custom Offer"). The Custom Offer is not available to IRUs. In accordance with the Agreement, the Custom Offer is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. The Custom Offer is available for a limited time. The Custom Offer is subject to equipment availability. The Custom Offer is NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to Contractor's customers. The Custom Offer has a monthly Service Charge of \$75.00. The Custom Offer includes a monthly recurring credit of \$75.00 for the first two months of service. At the end of the first two months of service the Custom Offer will be automatically converted to the Contractor Unlimited Data Only Plan for Education and will be invoiced at the standard rate for that plan. To the extent of any material conflict between the terms and conditions of this §1 and the applicable Sales Information, this §1 will control.

Customer represents and warrants that it has, and will maintain an Internet Safety Policy that addresses: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of personal information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors. Customer is responsible for obtaining from each CRU's legal guardian any and all consents necessary for access to and use of the Equipment and Service by the CRU. Customer must advise the legal guardian of each K-12 Student that the legal guardian must read all Sales Information concerning the promotion including AT&T's Privacy and Acceptable Use policies, and related materials. Customers must advise the legal guardian of each CRU who is a K-12 Student that (i) the Equipment used by such CRU may be location-enabled, and (ii) the legal guardian must read the Sales Information and the associated privacy policy for each Location-Based Service. Applications offered may allow equipment used by K-12 Students to be tracked. If customer or one of its CRUs downloads any such tracking application to equipment used by a K-12 Student, then customer must provide clear and conspicuous notice to the legal guardian.

Notwithstanding the foregoing, no Custom Offers will be provided if GTA's account is not active and in good standing with respect to the applicable CRU.

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	Attn: Mark Roberts Account Manager
Email: contracts@gtg.ga.gov	Email: markp.roberts@att.com
Phone number: (404) 463-2300	Phone number: (404) 656-6786

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. 10 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.
6. Entire Agreement. Except as expressly modified by this Amendment No 10, 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.10 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 10 to be duly executed by their authorized representatives as of the date set forth above.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

GEORGIA TECHNOLOGY AUTHORITY

DocuSigned by:
By: Mark Latham
11D69D05F85B4BB...
Name: Mark Latham
Title: sourcing governance officer
Date: 5/13/2020

By: Linda J Cottingham
Name: Linda J Cottingham
Title: Sr. Contract Manager
Date: 05/12/2020

EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS

1. K-12 Student Participation in Program. Pursuant to the terms and conditions of the Agreement, and subject to the terms and conditions of this Exhibit A, Contractor authorizes K-12 Students to participate in the Agreement as CRUs. Under the Agreement, the term “K-12 Student” means an individual currently enrolled as a full-time student within grades K-12 at the GTA’s qualified educational institution within the GTA’s State, District or other applicable jurisdiction. K-12 Students cannot receive Service, Equipment and/or related products under the Agreement as IRUs.

2. Invoicing. Consolidated invoicing is the only invoicing option available with respect to K-12 Students. The Corporate Responsibility User Invoicing option, such option is not available in any respect for such K-12 Students.

3. Internet Safety Policy. The GTA represents and warrants that it has, and will maintain during the term of the Agreement, an Internet Safety Policy that addresses the following: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of personal information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors.

4. Consents and Notices.

4.1 Parental Consents. State Entity utilizing the service is responsible for obtaining from each K-12 Student’s legal guardian any and all consents necessary for access to and use of the Equipment and Service by the K-12 Student.

4.2 Additional Notices.

4.2.1 Notices Regarding Service and Equipment. State entity utilizing the service will advise the legal guardian of each of its K-12 Students that the legal guardian must read all Sales Information concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan and feature brochures, coverage maps, Contractor’s Privacy and Acceptable Use policies, and other materials related to Equipment and accessories. State entity utilizing the service will also provide to the legal guardian of each such K-12 Student, and advise the legal guardian to read, any additional materials and consumer information reasonably requested by Contractor from time to time to be so provided.

4.2.2 Notices Regarding Location-Based Services. State entity utilizing the service will advise the legal guardian of each of its K-12 Students that (a) the Equipment used by such K-12 Student may be location-enabled, and (b) the legal guardian must read the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Applications offered by Contractor or third parties may allow Equipment used by K-12 Students to be tracked. In the event state entity or one of its K-12 Students downloads any such tracking application to Equipment used by a K-12 Student, state entity will provide clear and conspicuous notice to the legal guardian of such K-12 Student. State entity utilizing the service will also ensure that their K-12 Students are not able to download such tracking applications themselves.

5. E-Rate Funding. If state entity intends to seek E-Rate funding for the Service made the basis of the Agreement, state entity is solely responsible for determining the proportion of the Service that is eligible for E-Rate discounts. To the extent the state entity relies upon Contractor to invoice USAC for the discounted portion of the Service, the state entity is responsible for providing the correct cost allocation information to Contractor for purposes of properly invoicing the Service.