

**ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES
AMENDMENT NO. 5**

This Amendment No. 5 is made this 23 day of February, 2018 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. **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	Mark Roberts Account Manager
Email: contracts@gta.ga.gov	Email: markp.roberts@att.com
Phone number: (404) 463-2300	Phone number: (404) 656-6786

2. **Definitions.** All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

3. **Custom Offers.** Provided GTA remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), Contractor will provide GTA and its eligible CRUs the following custom offers: the FirstNet Custom ePTT offers described in Section 3.1 herein (the "Custom FirstNet ePTT Offers"). The Custom FirstNet ePTT Offers are available for the term of the Agreement. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom FirstNet ePTT Offers are not available to IRUs. In accordance with the Agreement, each of the Custom FirstNet ePTT Offers is subject to its underlying offer's corresponding Sales Information, which is attached herein in Exhibit A and incorporated herein. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, the Custom FirstNet ePTT Offers only will be provided if GTA's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet ePTT Offers are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

**TABLE 3.1
CUSTOM FIRSTNET VOICE ONLY PLANS**

	FirstNet List Price	FirstNet GTA Custom Net Price
ePTT Only Feature Phone	\$22.00	\$17.99**
ePTT Add-On to Voice Plans	\$5.00	\$2.00

*The corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in Table 3.1 will be achieved via application of a modifier also reflected on the invoice.

**The ePTT Only Feature Phone Custom pricing is based on GTA activating six thousand (6,000) new CRUs on the ePTT Only Feature Phone within twelve (12) months following the effective date of this amendment. If after the 12 months the 6,000 new CRUs have not been activated the pricing will revert to FirstNet List Pricing identified in the table above.

4. **Custom FirstNet Mobile Plans – Subscriber Paid.** In addition to FirstNet Mobile Plans available to GTA and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. GTA hereby authorizes AT&T to provide individuals associated with a Primary User Public Safety Entities with the discounts set forth in §4 (the “Custom FirstNet Mobile Subscriber Paid Plans”). GTA must remain eligible for the Custom FirstNet Mobile Plans described in Amendment 4 and Section 3.1 above for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to GTA, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 4.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

Version	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$24.60	\$36.10	\$12.99	\$19.00	\$31.00

**TABLE 4.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

Version	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$40.00	\$50.00	\$37.00

5. **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. In the event of any expressly conflicting provisions between this Attachment and the remainder of the Agreement, the terms and conditions of this Attachment control, but only with respect to the subject matter of this Attachment.

6. **Entire Agreement.** Except as expressly modified by this Amendment No. 5, 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 5 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 5 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: 02/20/18

GEORGIA TECHNOLOGY AUTHORITY

By: M Latham
 Name: Mark Latham
 Title: Sourcing Governance Officer
 Date: 2/23/18

Exhibit A
FirstNet



Adobe Acrobat
Document

(See Attached)



Subscriber Paid Users

FirstNet Mobile – Responder & FirstNet Mobile – Responder Unlimited Plans

Exclusively for qualified Subscriber Paid Users of eligible Public Safety Entities
Get unlimited talk & text plus a monthly data allowance or unlimited data

All FirstNet Mobile – Responder & FirstNet Mobile – Responder Unlimited plans include:

- No data roaming charges in the Pacific Territories¹, Canada and Mexico
- AT&T Dynamic Traffic Management – Public Safety, a feature that enables (a) priority access to the domestic AT&T 4G LTE network; (b) the ability to preempt lower priority users' use of the domestic AT&T 4G LTE network; and (c) prioritized treatment of select data traffic transmitted over the domestic AT&T 4G LTE network. Preemption and prioritization are subject to restrictions established for and by your Public Safety Entity.²

FirstNet Mobile – Responder plans for phones & the FirstNet Mobile – Responder Unlimited Smartphone plan also include:

- Unlimited Talk & Text within the United States, Puerto Rico, the U.S. Virgin Islands, the Pacific Territories, Canada and Mexico
- Unlimited Talk from the United States, Puerto Rico and U.S. Virgin Islands to the Pacific Territories¹, Canada & Mexico³

¹American Samoa, Guam and the Northern Mariana Islands.

²AT&T Dynamic Traffic Management – Public Safety is intended for emergency response purposes only. AT&T Dynamic Traffic Management – Public Safety usage on the FirstNet Mobile – Responder Unlimited plans is limited to 22GB per month for three consecutive months. If you exceed this usage limitation, AT&T reserves the right to move you to a FirstNet Mobile – Responder plan and bill you the appropriate monthly fees. AT&T will notify you of any such plan change.

³Pay-per-use rates apply to calls made to all other countries.

FirstNet Mobile – Responder Plans

DATA Choose your plan ¹	100MB	2GB	5GB
FirstNet Mobile – Responder Plans for smartphone² Data plus unlimited talk & text		\$28.50/mo.	\$41/mo.
FirstNet Mobile – Responder Plan for feature phone Data plus unlimited talk & text	\$19/mo.		
FirstNet Mobile – Responder Plans for tablet Data		\$21.50/mo.	\$34/mo.

Data Overage: Pay-per-use rate of \$0.000009536/KB applies.

¹Each qualified Subscriber Paid User is limited to one FirstNet Mobile – Responder Plan or one FirstNet Mobile – Responder Unlimited Plan. If it is determined that you are not a valid Subscriber Paid User and/or you have more than one plan, AT&T reserves the right to switch you to another plan for which you qualify and bill you the appropriate monthly fees.

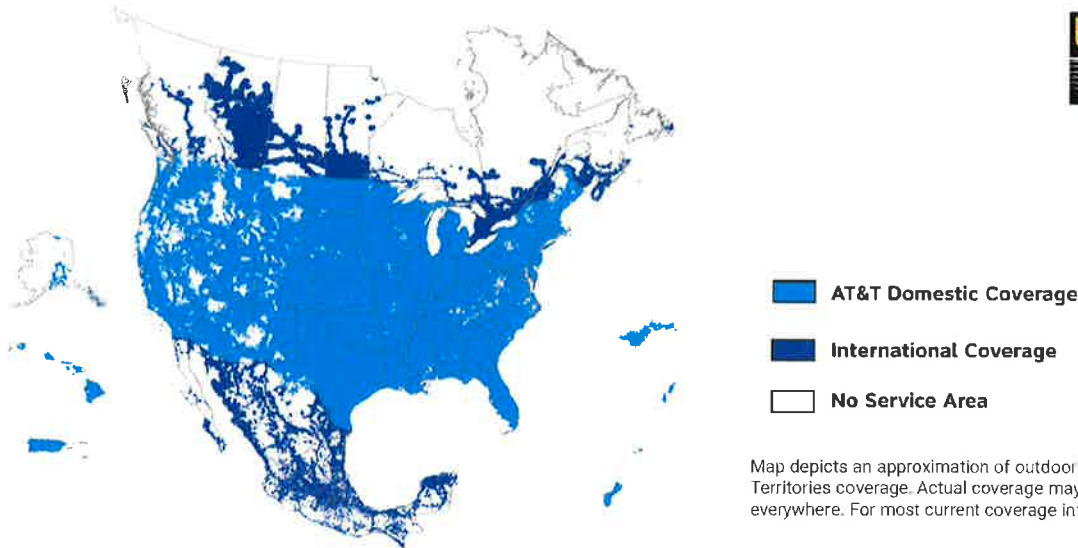
²Prices after \$20/mo. plan discount, which requires a smartphone purchased at full price, purchased with a qualified installment agreement, bring your own, or on a month-to-month term. If you qualify, discount will appear as a credit on your bill. If your smartphone is on a 2-year agreement, your monthly service charge is \$48.50/mo. for the 2GB plan and \$61/mo. for the 5GB plan.

FirstNet Mobile – Responder Unlimited Plans

Choose your plan¹

FirstNet Mobile – Responder Unlimited Smartphone Plan Unlimited data, talk & text	\$50/mo.
FirstNet Mobile – Responder Unlimited with Tethering Smartphone Plan Unlimited data, talk & text plus unlimited mobile hotspot & tethering	\$60/mo.
FirstNet Mobile – Responder Unlimited with Tethering Tablet Plan Unlimited data plus unlimited mobile hotspot & tethering	\$40/mo.

¹Each qualified Subscriber Paid User is limited to one FirstNet Mobile – Responder Plan or one FirstNet Mobile – Responder Unlimited Plan. If it is determined that you are not a valid Subscriber Paid User or have more than one plan, AT&T reserves the right to switch you to another plan for which you qualify and bill you the appropriate monthly fees.



Map depicts an approximation of outdoor domestic, Mexico, Canada and Pacific Territories coverage. Actual coverage may differ. Coverage and service not available everywhere. For most current coverage info, check wireless.att.com/coverageviewer

FIRSTNET MOBILE – RESPONDER PLANS: Pricing: The monthly service charge of plans for smartphones that are purchased with a qualified installment agreement, purchased at full price, bring your own, or on a month-to-month term is discounted by \$20 per month as compared to the monthly service charge of plans for smartphones on a 2-year agreement. The plan discount will appear as a credit on your bill. **Data Usage:** If you exceed the total amount of data in your plan during your billing period, a pay-per-use rate of \$0.00009536 per kilobyte ("KB") will apply. 1,024 KB = 1 megabyte ("MB"); 1,048,576 KB = 1 gigabyte ("GB").

FIRSTNET MOBILE – RESPONDER UNLIMITED PLANS: Restrictions: Your usage of AT&T Dynamic Traffic Management – Public Safety may not exceed 22GB per month for 3 consecutive months. AT&T reserves the right to move you to a FirstNet Mobile – Responder plan if your usage exceeds this limitation. **Exclusions:** FirstNet Mobile – Responder Unlimited plans (with or without tethering) may not be used with any device or equipment that is intended to, or is used to, establish a continuous, unattended connection to the AT&T network, including, but not limited to, automatic data feeds, mobile video transmissions, and automated machine-to-machine connections.

BOTH PLANS: Eligibility: Plans are intended for emergency response purposes and, as such, are available only to eligible individuals affiliated with a qualified Primary User Public Safety Entity that has a valid agreement with AT&T for the FirstNet Solution ("Qualified Agreement"). Eligible individuals must be verified and approved by the Primary User Public Safety Entity as being either (a) employees of the Primary User Public Safety Entity, or (b) active, auxiliary personnel who are affiliated with and provide services or perform functions on an occasional volunteer basis in the areas of law enforcement, fire protection or emergency medical services for the Primary User Public Safety Entity (collectively, "Subscriber Paid Users"). Subscriber Paid Users must subscribe to service under an AT&T Wireless Customer Agreement with a separate FirstNet-related account for which the qualified Subscriber Paid User is personally liable. **If it is determined that you are not a valid Subscriber Paid User, AT&T reserves the right to switch you to an AT&T consumer plan for which you qualify (which will require a new billing account) and bill you the appropriate monthly fees.** **Plan Limits:** One (1) FirstNet Mobile plan per qualified Subscriber Paid User. **If it is determined that you have more than one FirstNet Mobile plan, AT&T reserves the right to switch each excess FirstNet Mobile line of service to an AT&T consumer plan for which you qualify (which will require a new billing account) and bill you the appropriate monthly fees.** **Pricing:** Prices are for service only. **Devices:** Limit 1 per plan (sold separately). **DATA:** For use in the United States, Puerto Rico and U.S. Virgin Islands (the "Domestic Coverage Area"). Plans also include data usage in American Samoa, Guam and the Northern Mariana Islands ("Pacific Territories"), Canada and Mexico. Additional or promotional data may not be available for use outside the Domestic Coverage Area. **UNLIMITED TALK:** For phones only. Includes unlimited calls within the Domestic Coverage Area, the Pacific Territories, Canada and Mexico. **Unlimited Talk to Pacific Territories, Canada and Mexico:** For phones only. Includes unlimited International Long Distance calling from the Domestic Coverage Area to the Pacific Territories, Canada and Mexico only. Customer may be charged for calls to special or premium service numbers. **Calls to Other Countries:** Plans for phones also include International Long Distance calling from the Domestic Coverage Area, the Pacific Territories, Canada and Mexico to countries other than Canada & Mexico. Per minute pay-per-use rates apply unless an International Long Distance service package is added to the line placing such calls. Rates subject to change without notice. For rates, see att.com/worldconnect. **UNLIMITED TEXT: Standard Messaging** – For phones only. Includes unlimited number of messages up to 1MB in size within and from the Domestic Coverage Area, the Pacific Territories, Canada and Mexico to more than 190 countries for text messages and 120 countries for picture and video messages. AT&T may add, change, and remove included countries at its discretion without notice. Messages sent through applications may incur data or other charges. Visit att.com/text2world for details. **Advanced Messaging** – For customers with Advanced Messaging capable devices only. Both sender and recipient(s) must be AT&T postpaid wireless customers with HD Voice accounts, and both must have their advanced messaging capable devices turned on and be within AT&T's owned and operated Domestic Coverage Area (third party coverage and use in Canada and Mexico are excluded). Includes unlimited number of messages up to 10MB in size. Additional restrictions apply and can be found at att.com/advancedmessaging. **AT&T DYNAMIC TRAFFIC MANAGEMENT—PUBLIC SAFETY:** Feature provides prioritization of data, priority access to available network resources, and preemption capability. **Requirements:** You must have a qualified FirstNet Mobile plan and a 4G LTE-compatible device provisioned with an Approved Application. **Pricing:** \$0/mo. (\$15/mo. charge per line is credited back each month for a net price of \$0/mo.). Charge is not prorated. **Data Prioritization Usage Limitation:** For FirstNet Mobile—Responder Unlimited plans, as set forth above. **Approved Applications:** Approved Applications are limited to applications directly related to the primary missions of Public Safety Entities and exclude such applications as mobile video transmission applications and applications that transmit data to and from the Internet. AT&T reserves the right to review applications used with feature. **Limitations:** Feature is available only in the Domestic Coverage Area and only for your Approved Application data traffic originated on and traversing over the AT&T-owned domestic 4G LTE network. Feature may not be used for Internet traffic other than your Approved Application data traffic. **Data Prioritization:** Feature does not prioritize your Approved Application data traffic ahead of all other data traffic. **Priority Access:** Feature provides priority access to available AT&T 4G LTE network resources. **Preemption Capability:** In conjunction with priority access, grants you the ability to remove or reassign active sessions from other lower priority users' use of the AT&T-owned domestic 4G LTE network when network resources are scarce or occupied. Preemption capability is provisioned as a standard feature of Subscriber Paid Users' network profile. Available network resources may vary by circumstances and network demands. **Termination or Suspension:** AT&T reserves the right to terminate, suspend or restrict the feature if your use is inconsistent with applicable terms and conditions; the Qualified Agreement; or your Wireless Customer Agreement.

GENERAL WIRELESS SERVICE TERMS: Subject to Wireless Customer Agreement found at att.com/wca. Service is not for resale. If AT&T does not enforce any of the terms or restrictions of its service offerings, it is not a waiver of AT&T's right to enforce those terms or restrictions. AT&T reserves the right to enforce all terms & restrictions at any time. If AT&T determines your use of the services violates any of the applicable terms or policies found in the Wireless Customer Agreement, we may in our sole discretion suspend, modify, terminate or restrict your service. **Network Management:** All AT&T service is subject to AT&T network management policies. See att.com/broadbandinfo for details. **Excessive Off-Net Usage:** You get an off-net (roaming) usage allowance for each service. If you exceed the allowance, your service(s) may be restricted or terminated. Other restrictions apply & may result in service termination. If you purchased a device that requires a term commitment, an **Early Termination Fee** applies if you cancel service after the first 14 days and before your term ends. See att.com/equipmentETF for details on what fee may apply for your device & how the fee is prorated over time. **Activation/upgrade fee** per line (up to \$45) & deposit may apply. Credit approval may be required. Line and purchase limits apply. AT&T reserves the right to suspend or terminate service to your account, place any non-complying device on an appropriate plan, and/or add any other required element of a plan. **Other Monthly Charges:** Apply per line & may include taxes, federal/state universal service charges, a Regulatory Cost Recovery Charge (up to \$1.25), a gross receipts surcharge, an Administrative Fee, & other governmental assessments which are not government-required charges. See att.com/additionalcharges for more details on other charges. **Pricing, promotions, restrictions, terms & conditions subject to change & may be modified, discontinued or terminated at any time without notice.** **Coverage:** Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info for your area, check wireless.att.com/coverageviewer. Coverage may include areas served by unaffiliated carriers & not on AT&T's owned and operated network (off-net). Arrangements with these carriers may change from time to time, and coverage is subject to change without notice. Service is intended for use primarily within the Domestic Coverage Area. For full service terms and conditions, visit att.com/wirelessterms.