#### ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES AMENDMENT NO. 4

This Amendment No. 4 is made this <u>20</u> day of <u>2017</u>, 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, 20013 ("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:

**<u>1</u>**. **General.** Pursuant to the terms and conditions of the Agreement and this Amendment, Contractor will provide the AT&T FirstNet Solution, as described more fully below and in Exhibit A attached hereto and made a part hereof.

1.1 AT&T FirstNet Solution. The AT&T FirstNet Solution includes additional Services that are available and intended for use with the AT&T FirstNet Nationwide Public Safety Broadband Network (collectively, the "AT&T FirstNet Solution").

**1.2** Eligibility. In order to take advantage of the AT&T FirstNet Solution, GTA must (a) be a qualified "Public Service Entity" as recognized by the First Responder Network Authority, and (b) restrict access to the AT&T FirstNet Solution solely to Authorized Users (as defined in the AT&T FirstNet Solution Service Guide described below) who must be located in a state or territory which has opted in to use the AT&T FirstNet Nationwide Public Safety Broadband Network.

1.3 AT&T FirstNet Solution Pricing and Terms. In the event GTA takes advantage of the AT&T FirstNet Solution, GTA will be bound by the rates, terms and conditions set forth in the AT&T FirstNet Solution Service Guide found at <u>serviceguidenew.att.com/sg\_flashPlayerPage/FIRSTNET</u>, as such rates, terms and conditions may be modified by AT&T from time to time, all of which are incorporated herein by reference.

2 <u>Notices</u>, 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 | Jim Allgood                         |
| Contract Administration         | Account Manager                     |
| Email: contracts@gta.ga.gov     | Email: Jim.allgood@att.com          |
| Phone number: (404) 463-2300    | Phone number: (404) 431-3585        |

3. <u>Definitions.</u> All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

4. **Custom Offers.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §4 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the following custom offers: a) the FirstNet Mobile Unlimited Plans described in Section 4.1 herein (the "Custom FirstNet Mobile Unlimited Plans"); and b) the custom Equipment pricing described in §4.2 herein (the "Custom Equipment Offer"). The FirstNet Mobile Unlimited Plans and the Custom Equipment Offer are, at times, referred to together or collectively herein as the "Custom Offers". The Custom FirstNet Mobile Unlimited Plans and the Custom Equipment 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 Offers are not available to IRUs. In accordance with the Agreement, each of the Custom 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 §4 and the applicable Sales Information, this §4 will control. Notwithstanding the foregoing, Custom Offers only will be provided if Participant's account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Unlimited Plans 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 4.1CUSTOM FIRSTNET VOICE ONLY PLANS

|   | FirstNet List Price | FirstNet GTA Custom Net Price |
|---|---------------------|-------------------------------|
| FirstNet Feature Phone Unlimited Voice Only | \$31.00             | \$24.99                       |

\*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 4.1 will be achieved via application of a modifier also reflected on the invoice.

# TABLE 4.1.2CUSTOM FIRSTNET ePTT FEATURE PLANS

| FirstNet Voice-Only        | FirstNet List Price | FirstNet GTA Custom Net Price |
|----------------------------|---------------------|-------------------------------|
| ePTT Add-On to Voice Plans | \$5.00              | \$3.00                        |
| ePTT only Feature Phone    | \$22.00             | \$18.99**                     |

\*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 4.1.2 will be achieved via application of a modifier also reflected on the invoice.

\*\*The First Net GTA Custom Pricing above in Table 4.1.2 is contingent on GTA activating a minimum of six (6000) thousand ePTT Talk only Feature Phones.

|   | FirstNet List Price | FirstNet GTA Custom Net Price |
|---|---------------------|-------------------------------|
| FirstNet Unlimited + 0GB                    | \$39.00             | \$35.99                       |
| FirstNet Unlimited + 2GB                    | \$48.50             | \$44.60                       |
| FirstNet Unlimited + 5GB                    | \$61.00             | \$56.10                       |
| FirstNet Unlimited + 50GB                   | \$247.00            | \$227.00                      |
| FirstNet Unlimited + 100GB                  | \$432.00            | \$397.00                      |
| FirstNet Unlimited + 500GB                  | \$1,937.00          | \$1,799.00                    |
| FirstNet Unlimited + 1000GB                 | \$3,702.00          | \$3,500.00                    |
| FirstNet Unlimited Standard for Smartphones | \$50.00             | \$40.00                       |
| FirstNet Unlimited Enhanced for Smartphones | \$60.00             | \$50.00                       |

TABLE 4.1.3CUSTOM FIRSTNET SMARTPHONE BUNDLES

\*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 4.1.3 will be achieved via application of a modifier also reflected on the invoice.

## TABLE 4.1.4CUSTOM FIRSTNET DATA ONLY PLANS

|                               | FirstNet List Price | FirstNet GTA Custom Net Price |  |
|-------------------------------|---------------------|-------------------------------|--|
| FirstNet Data Only + 0GB      | \$22.00             | \$22.00                       |  |
| FirstNet Data Only + 2GB      | \$31.50             | \$29.00                       |  |
| FirstNet Data Only + 5GB      | \$44.00             | \$41.00                       |  |
| FirstNet Data Only + 50GB     | \$230.00            | \$230.00                      |  |
| FirstNet Data Only + 100GB    | \$415.00            | \$415.00                      |  |
| FirstNet Data Only + 500GB    | \$1,920.00          | \$1,920.00                    |  |
| FirstNet Data Only + 1000GB   | \$3,685.00          | \$3,685.00                    |  |
| FirstNet Unlimited, Data Only | \$40.00             | \$37.00                       |  |

\*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 4.1.4 will be achieved via application of a modifier also reflected on the invoice.

**4.2 Custom Equipment Offer.** The Custom Equipment Offer (a) requires activation with new FirstNet Service; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Participating Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider; and (d) remains subject to availability limitations.

| CUSTOM EQUIPMENT   | EQUIPMENT<br>PRICE* | CONDITIONS  |
|--|---------------------|---|
| iPhone 7 32 GB<br>iPhone 6s 32 GB<br>Galaxy S7 32 GB<br>Duraforce XD (6790) 16GB | \$0.99              | Must be activated with a FirstNet Smartphone Plan<br>with an MSC of \$39.00 or higher           |
| iPhone 7 Plus 32GB   | \$119.99            | Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher              |
| Galaxy S7 Edge S 32GB<br>Sonim XP (Non-Stock)                                    | \$129.99            | Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher              |
| Galaxy S8 Active   | \$199.99            | Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher              |
| Sonim XP7 (non-Stock)  | \$99.99             | Must be activated with a FirstNet Smartphone Plan<br>with an MSC of \$39.00 or higher with ePTT |
| DURA XE(E4710) 8 GB<br>Sonim XP5   | \$0.99              | Must be activated with a FirstNet Feature Phone Plan with an MSC of \$22.00 or higher           |
| AT&T Unite Explore   | \$0.99              | Must be activated with a FirstNet Data Only Plan with<br>an MSC of \$22.00 or higher            |

Table 4.2Custom Equipment Offer

\*Applicable Taxes will be charged

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. 4, 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 4 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 4 to be duly executed by their authorized representatives as of the date set forth above.

#### **AT&T MOBILTY NATIONAL ACCOUNTS LLC**

. Cottingham By:

Name: Linda J Cottingham

Title: Sr. Contract Manager

Date: 12/22/17

#### **GEORGIA TECHNOLOGY AUTHORITY**

Bv Mark Lathana Name: Governme Officer Title: Date:

mt 12/22

### Exhibit A FirstNet

