

AMENDMENT No. 3
ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES

This Amendment No.3 is made this 1st day of July, 2007, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **NEW CINGULAR WIRELESS NATIONAL ACCOUNTS, L.L.C.**, ("Contractor").

WHEREAS, heretofore GTA entered into that certain Enterprise Agreement for Equipment and Services on February 17, 2005 ("Agreement"), with respect to certain products and services to be provided to GTA by 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"):

Amendment No.1 effective July 1, 2005; and
Amendment No. 2 effective July 1, 2006.

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. Term. The Agreement is hereby amended by extending the Term on a month to month basis until June 30, 2008.
2. Reporting Requirements, shall be amended by adding the following language:

"GTA requires a copy of each engaging purchase order ("PO") generated under the Agreement be provided to GTA within thirty (30) days of receipt of PO by Contractor. Such PO shall be sent by Contractor to GTA at the updated address under Notices of the Agreement", as set forth below in this Amendments paragraph 3.

3. 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	Contractor:
47 Trinity, 3rd Floor	Address:
Atlanta, GA 30334	Address:
Attn: Internal Support Services Contract Administration	Attn:
Email: contracts@gtg.ga.gov	Email:
Phone number: (404) 463-2300	Phone number:

4. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
5. Successors and Assigns. This Amendment No. 3 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
6. Entire Agreement. Except as expressly modified by this Amendment No. 3, 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.3 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. 3 to be duly executed by their authorized representatives as of the date set forth above.

**NEW CINGULAR WIRELESS NATIONAL
ACCOUNTS, L.L.C,**

GEORGIA TECHNOLOGY AUTHORITY

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____