

AMENDMENT No. 7
Enterprise Agreement for Equipment and Services
GTA 000187-002

This Amendment No. 7 is made effective the 24 day of May, 2010 by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **AT&T MOBILITY NATIONAL ACCOUNTS LLC**, successor in interest to New Cingular Wireless National Accounts, LLC ("Contractor")

WHEREAS, heretofore GTA entered that certain Enterprise Agreement for Equipment and Services on February 17, 2005 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:

Amendment No. 1, effective July 1, 2005, and
Amendment No. 2, effective July 1, 2006, and
Amendment No. 3, effective July 1, 2007 and
Amendment No. 4, effective Dec.16, 2008 and
Amendment No. 5, effective Feb. 25, 2009 and
Amendment No. 6, effective Sept. 30, 2009

(the Enterprise Agreement for Equipment and Services and all the Amendments hereinafter referred to collectively 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. **Term.** The Agreement is hereby amended by extending the Term from June 30, 2010 until Dec. 31, 2010.

2. **GOV Pooled Plans.**

A. Availability. In addition to the Plans found at the "Plans" page of the Program Website, Customer's CRUs may also select from the GOV Pooled Plans described in §2 and Table 2 ("GOV Pooled Plans"). Contractor will provide the GOV Pooled Plans for the term of the Agreement. The GOV Pooled Plans are not available to IRUs.

B. Discount. The GOV Pooled Plans are eligible for the MSC Service Discount.

C. Sales Information. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&T's Business Pooled Nation Sales Information applies to the GOV Pooled Plans, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of this §2 and those set forth in the AT&T Business Pooled Nation Sales Information, the terms of this §2 will control.

Table 2

	GOV GSM National Pooled Plan 100	GOV GSM National Pooled Plan 200	GOV GSM National Pooled Plan 300	GOV GSM National Pooled Plan 400	GOV GSM National Pooled Plan 500	GOV GSM National Pooled Plan 600	GOV GSM National Pooled Plan 700	GOV GSM National Pooled Plan 800	GOV GSM National Pooled Plan 900	GOV GSM National Pooled Plan 1000	GOV GSM National Pooled Plan 6000
Monthly Service Charge	\$30.00	\$34.00	\$39.00	\$44.00	\$49.00	\$53.00	\$57.00	\$61.00	\$65.00	\$70.00	\$205.00
Anytime Minutes	100	200	300	400	500	600	700	800	900	1000	6000
Overage Rate	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Included Nights & Weekend Minutes	5000	5000	5000	5000	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM									
Domestic Long Distance	Included	Included									
Domestic Roaming	Included	Included									

Only up to 4 of the buckets may be used on a Foundation Account Number (FAN)

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

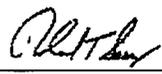
5. **Successors and Assigns.** This Amendment No. 7 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6. **Entire Agreement.** Except as expressly modified by this Amendment No.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

GEORGIA TECHNOLOGY AUTHORITY

By: 

By: 

Name: Saenz Roland

Name: Charles Brooks III

Title: Director, Contracts

Title: GTA Director of Procurement

Date: May 24, 2010

Date: 5/24/10