

**AMENDMENT No. 9 TO
Enterprise Agreement for Equipment and Services
CONTRACT NUMBER GTA000187-002**

This Amendment No. 9 is made this 7th day of March, 2012, by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **AT&T MOBILTY NATIONAL ACCOUNTS LLC ("Contractor")**.

WHEREAS, heretofore GTA entered into that certain Wireless Enterprise Agreement for Equipment and Services on February 17, 2005 ("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")):

Amendment No. 1 entered into on July 1, 2005,
Amendment No. 2 entered into on July 1, 2006,
Amendment No. 3 entered into July 1, 2007,
Amendment No. 4 entered into on December 16, 2008,
Amendment No. 5 entered into on February 24, 2009,
Amendment No. 6 entered into on September 30, 2009,
Amendment No. 7 entered into on May 24, 2010,
Amendment No. 8 entered into on September 14, 2012; and

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. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
2. Successors and Assigns. This Amendment No. 9 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. Entire Agreement. Except as expressly modified by this Amendment No. 9, 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. 9 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.
4. Establishment of a Website: 3.2 (Technical Proposal dated 1/30/2004)

A. Add Section 3.2.3, as follows:

3.2.3 Ordering System – The Phoenix Ordering System will be utilized to order MobileIron VSP, MobileIron Connected Cloud from ATT and MobileIron VSP from AT&T – Managed Hosted MDM but GTA will continue to utilize the Premier Website for ordering other Services under the Agreement.

B. Add the following as the last two sentences to section 3.6.2 and 3.9.7 (Technical Proposal dated 1/30/2004)

If GTA orders MobileIron VSP from AT&T, on a monthly recurring charge basis, GTA will receive 24/7 customer support for MobileIron VSP from ATT. 24/7 customer support in connection with MobileIron VSP perpetual licenses is currently available; however a fee is associated with that 24/7 support.

C. Add the following as a footnote to section 3.14.1 and 3.14.3 (Technical Proposal dated 1/30/2004)

*AT&T is not compliant with these two sections for MobileIron VSP, MobileIron Connected Cloud from ATT and MobileIron VSP from AT&T – Managed Hosted MDM.

IN WITNESS WHEREOF, the parties have duly executed this Amendment 9 as of the Amendment 9 Effective Date.

AT&T Mobility National Accounts LLC

By: 

Name: Roland Saenz

Title: Director, Contracts

Date: 3/7/12

Georgia Technology Authority

By: 

Name: CHARLES BROOKS II

Title: PROCUREMENT DIRECTOR

Date: 3/6/12