## **AMENDMENT No. 3 TO**

## Enterprise Agreement for Services CONTRACT NUMBER GTA000187-012

This Amendment No. 3 is made this <u>23</u> day of August, 2017, by and between the GEORGIA TECHNOLOGY AUTHORITY ("GTA") and SOUTHERN COMMUNICATIONS SERVICES, INC. D/B/A SOUTHERN LINC ("Contractor").

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective on December 30, 2013, with respect to certain services to be provided to GTA by Contractor, as more particularly described therein.

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 and Renewal. Is amended as follows:

The "Term" of this Agreement shall be renewed for an eight (8) year period ending on June 30, 2025. Thereafter, the Agreement may be renewed upon mutual agreement by Contractor and GTA for a five (5) year period. The terms and conditions of this Agreement shall apply during any renewals of the Term. The term of the Services and/ or Devices ordered by an Agency hereunder shall begin on receipt of a Purchase Order for each procuring Agency and end upon the completion of the Order.

- 2. <u>Transition</u>. GTA approves of Southern Linc's technology conversion from iDEN to Long Term Evolution (LTE).
- 3. Pricing. Service pricing additions for LTE beginning on or about May 2018:

Description	Price per Item (Monthly)
High Performance PTT*	\$10.00 in addition to Basic PTT service
Unlimited MCPTT, Unlimited Cell and Text + 4G Data 5GB	\$55.00
Unlimited MCPTT, Unlimited Cell and Text + 4G Data 10GB	\$65.00

- 4. <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.
- 5. <u>Successors and Assigns.</u> 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.

**SOUTHERN LINC** 

Rodney H. Johnson

Vice President Sales and Marketing

Date: 8 23 2017

**GEORGIA TECHNOLOGY AUTHORITY** 

Title: GTA PROCUREMENT DIRECTOR

Date: 8/23/2017