

**AMENDMENT No. 5  
ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES**

This Amendment No.5 is made this 23rd day of June, 2008, by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **SOUTHERN COMMUNICATIONS SERVICES, INC. D/B/A SOUTHERNLINC WIRELESS, ("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.1 effective July 1, 2005; and  
Amendment No. 3 effective July 1, 2006; and  
Amendment No. 4 effective July 1, 2007.

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, 2009.
2. The Agreement is hereby amended by including a Fee for Administrative Services as set forth below in this Amendment's paragraph four (4).
3. Fee for Administrative Services. Beginning July 1, 2008, Contractor agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its pricing.

Contractor shall pay to GTA a Fee equal to one and one half percent (1.5%) of the total dollar amount collected from Agencies for all service sales under this Agreement during each quarterly Payment Period (excluding sales taxes, other taxes, regulatory and administrative fees and adjusted for credits or refunds). Payment for each quarterly Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of Jul. – Sept. 2008 is due on or before Oct. 31, 2008). Payments are to be mailed to:

Georgia Technology Authority  
47 Trinity Avenue, 3<sup>rd</sup> Floor,  
Atlanta GA 30334  
Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

Failure to pay any amount due pursuant to this clause may result, in addition to any and all other remedies provided in this Agreement, in law or in equity, in the Contractor's debarment pursuant to O.C.G.A. Section 50-24-5, as amended.

4. Usage Report, shall be amended by adding the following language:

Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Usage Report for the quarterly Payment Period of Jul. – Sept. 2007 is due on or before Oct. 31, 2007). Each Usage Report shall reflect the following information for the applicable Payment Period:

- (a) Contractor's name
- (b) Contract number
- (c) Payment Period/quarter
- (d) Total dollar amount invoiced to Agencies for services (excluding sales taxes, other taxes, regulatory and administrative fees and showing any adjustments for credits or refunds)
- (e) The number, date, and amount of Contractor's check to GTA.

GTA may require the Contractor to provide a separate, more detailed Usage Report subject to Contractor's ability to obtain the necessary consent of Agencies to release their customer proprietary network information or other confidential information (as protected by law or contract), should such information be requested in a more detailed Usage Report. Should this be necessary, GTA will work directly with the Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis. Such report shall be sent by Contractor to GTA at the updated address under Notices of the Agreement, as set forth below in this Amendment's paragraph five (5).

5. Notices, of the Agreement shall be modified by updating the contact information for GTA and Contractor, and by adding the following language:

Georgia Technology Authority	Contractor:
47 Trinity, 3rd Floor	Address:
Atlanta, GA 30334	Address:
Attn: Internal Support Services Contract Administration	Attn:
Email: <a href="mailto:contracts@gtg.ga.gov">contracts@gtg.ga.gov</a>	Email:
Phone number: (404) 463-2300	Phone number:

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

SOUTHERN COMMUNICATIONS SERVICES, INC.  
D/B/A SOUTHERNLINC WIRELESS

GEORGIA TECHNOLOGY AUTHORITY

By: *R. Johnson*

By: *C.A. Sasser*

Title: *VP Sales & Distribution*

Title: *Director*

Name: *Rodney M. Johnson*

Name: *C. A. SASSER*

Date: *6-25-08*

Date: *6/27/08*



Georgia Technology Authority  
Internal Support Services Approved

*AS 6/26/08*

