

**AMENDMENT No. 2
TO ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES**

This Amendment No. 2 (the "Amendment") is made this 20th day of March, 2006, by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **SOUTHERN COMMUNICATIONS SERVICES, INC. d/b/a SouthernLINC WIRELESS ("Contractor")**.

WHEREAS, heretofore, the parties entered into that certain wireless **ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES** (resulting from **Wireless Communications Devices and Services RFP# GTA000187**) on February 24, 2005, and as amended by that certain Amendment No. 1, executed by the parties and effective as of July 1, 2005, (as amended, the "Agreement"), with respect to certain products and services to be provided by the Contractor, as more particularly described in the Agreement.

WHEREAS, the parties wish to further 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 are 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. **Trade Name Change.** The Agreement is hereby amended by replacing all references to "Southern LINC" with "SouthernLINC Wireless".
3. **Service - Dispatch Messenger and Wireless Priority Service.** The first sentence in the Agreement's Section 1.b is hereby amended by deleting it in its entirety and inserting the following new sentence in lieu thereof:

"All sales to Agencies of certain handsets, data equipment, or accessories certified as Motorola iDEN compatible ("Equipment" or "Units") on Contractor's Motorola Integrated Digital Enhanced Network (the "System"), and wireless telecommunications services ("Wireless Services"), wireless data services ("Wireless Internet or Data Access Services"), wireless roaming services ("Roaming"), net dispatch messenger service ("Dispatch Messenger") and wireless priority service ("WPS") (each individually a "Service," and collectively the "Services") are made under the terms and conditions herein."

4. **Warranty Disclaimer.** The last sentence in the Agreement's Section 6.a is hereby amended by replacing it with the following new sentence: "ANY WARRANTY FOR THE EQUIPMENT AND SOFTWARE IS SOLELY PROVIDED BY THE MANUFACTURER AND/OR DEVELOPER, WHICH WILL BE PROVIDED TO AGENCY WITH THE EQUIPMENT."
5. **Security.** The first two sentences in Agreement's Section 9 are hereby amended by replacing them with the following two new sentences:

"Contractor will not intentionally jeopardize the security of the GTA's or an Agency's systems, Its Provided PC or Equipment. Notwithstanding the foregoing, Contractor are not responsible if any software code enters the GTA's or an Agency's Equipment or Its Provided PC through Contractor's System that is designed to be capable of disrupting, disabling or self-limiting computer hardware or software, including, without limitation, locks, time bombs, and trap doors, any malicious software code that is designed to disrupt, cause damage to or deplete the resources of any computer hardware or software by self-duplicating, altering any files or otherwise, including, without limitation, viruses, Trojan horses, worms, or any hidden communication capacity."

6. **Termination.** Subsection (i) in the Agreement's Section 12.f is hereby amended by appending the following new phrase to the end of it:

“, or (d) the giving, sharing or providing of access to the software associated with Dispatch Messenger (including, without limitation, the Dispatch Messenger client CD, if any), username and/or password to any third party;”

7. Limitation of Liability. The Agreement's Section 16 is hereby amended by replacing "ANY EQUIPMENT SOLD" with "ANY EQUIPMENT SOLD, ANY SOFTWARE LICENSED," and by replacing all references to "EQUIPMENT" with "EQUIPMENT AND/OR SOFTWARE".

8. Customer Representations. Section 17 of the Agreement is hereby amended by appending the following new sentence to the end of it:

"To gain access to Dispatch Messenger, GTA and each Agency understand and agree: (i) it will use and be required to provide, at its own expense, an IP connection and Its Provided PC (as defined in the Agreement's Exhibit A) that meet the requirements set forth in this Agreement's Exhibit A, and (ii) to use the Dispatch Messenger client software provided by Contractor to it. GTA and each Agency will: (a) not modify, relocate, or in any way interfere with the Equipment or software; and (b) not cause the Equipment or software to be repaired, serviced, or otherwise accessed except by an authorized representative of Contractor. GTA and each Agency will provide and maintain its IP connection and Its Provided PC associated with Dispatch Messenger, including those of its users, in compliance with Contractor's requirements, as specified in Section 5 of Exhibit A and/or as specified by Contractor to GTA or the Agency from time to time."

9. Dispatch Messenger. Exhibit A of the Agreement is amended by adding the following new Section 5 thereto:

"5. Dispatch Messenger.

5.1 Contractor may provide Dispatch Messenger to GTA and/or each Agency within the United States through Contractor's Equipment specified on the Order Page and/or GTA-owned, Agency-owned, GTA-leased or Agency-leased personal computer (individually or collectively, "Its Provided PC"). Use of Dispatch Messenger by its users will be deemed a use of Dispatch Messenger by GTA and the Agency. For Dispatch Messenger to be installed and run on Its Provided PC, Its Provided PC will be required to have the following: (a) Pentium III 500 MHz or above; (b) 128 MB RAM or more; (c) an operating system consisting of Windows 2000 or Windows XP Home/Professional Edition; (d) 26 MegaBytes of available hard disk space, including the space for the installation package itself; (e) adequate audio Input/Output devices (*i.e.*, full duplex sound card, microphone, and speaker); (f) VGA or better display; and (g) IP Network access (connection to corporate LAN WAN) to install the Dispatch Messenger application. Additionally, GTA and/or each Agency agree to pay the license fee and service fees associated with that certain Motorola iDEN compatible software and Dispatch Messenger.

5.2 In consideration for payment of the applicable software license fee for the Dispatch Messenger software, GTA or the applicable Agency is granted by developer a personal, revocable, non-exclusive, non-assignable, non-transferable and limited license to use only one copy of the software on a single piece of equipment solely in connection with Dispatch Messenger for its internal business purposes on Its Provided PC (the "License"). GTA and each Agency will not use the software in connection with the products and/or services of any third party or to provide services for the benefit of any third party. GTA or the applicable Agency may make two copies of the software for archival, back-up or disaster recovery purposes only, provided that any copyright and other proprietary rights notices are reproduced on such copies. GTA and each Agency will not attempt to reverse engineer, decompile, disassemble or otherwise translate or modify, or create derivative works of, the software in any manner, or sell, assign, license, sublicense or otherwise transfer, lease, rent, transmit or convey the software, or any copies or modification thereof, or any interest therein, to any third party. GTA and each Agency will not transfer the software in violation of any laws, regulations, export controls or economic sanctions imposed by the U.S. Government. All rights in the software, including without limitation any patents, copyrights and any other intellectual property rights, will remain the exclusive property of Contractor (if applicable), developer and/or its licensors. The software is Contractor's (if applicable), developer's and/or its licensors' confidential proprietary information. GTA and each Agency agree not to disclose the software or make it available to anyone without Contractor's written consent. GTA and each Agency will exercise no less than reasonable care to protect the software from unauthorized disclosure. Except as otherwise agreed to by the parties in writing, Contractor has no obligation to

provide maintenance or other support of any kind for the software, including without limitation any error corrections, updates, enhancements or other modifications. For the GTA, the License will immediately terminate upon the earlier of: (i) the termination or expiration of the Agreement, (ii) termination of Dispatch Messenger, or (iii) any failure by GTA or any Agency to comply with this section. For an Agency, the License will immediately terminate upon the earlier of: (i) the termination or expiration of the Contractor's Georgia Government Agreement executed by such Agency, (ii) termination of Dispatch Messenger, or (iii) any failure by GTA or any Agency to comply with this section. Upon termination of the License, GTA and each Agency will promptly destroy all copies of the software and all accompanying materials and copies thereof, and provide a written certification confirming the same. E911 service is not available with Dispatch Messenger. Dispatch Messenger is only available with dispatch calls, not cellular calls.

5.3 GTA and each Agency will pay the following charges and agree that the following terms and conditions apply to Dispatch Messenger:

Feature and Service	Pricing	Terms and Conditions
Software License Fee	\$250.00 (one-time fee per user)	
Monthly Access	\$65.00 per month per user	
InstantLINC Mobile to Mobile - Private	Unlimited	
InstantLINC Mobile to Mobile - Group	Unlimited	
User Defined Group Call; Call Alert; Emergency Group Call; Customized Dispatch Messenger (Changing Skins); Auto Answer; Recent Call Log; Dispatch Voice Mail; Dispatch Voice Notes; Text-to-Speech	Included Features of InstantLINC Mobile to Mobile	- The maximum number of users is 20, including the initiator. - E911 dialing is not available using Dispatch Messenger.
Service agreement	1 year agreement	
Activation	No Charge	

10. Wireless Priority Service. Exhibit A of the Agreement is hereby amended by adding the following new Section 6 thereto:

"6. Wireless Priority Services.

6.1 In addition to the other obligations contained in the Agreement, GTA, each Agency and its users will comply with the terms and conditions set forth below and in the Agreement. Use of WPS by its users will be deemed a use of WPS by GTA and the Agency. WPS is a wireless telecommunications service feature that is offered to certain National Security and Emergency Preparedness ("NS/EP") personnel to gain priority access to the next available wireless channel before subscribers who are not engaged in NS/EP functions. Priority calls will not preempt calls in progress, and WPS will not guarantee the completion of priority calls. In order to be eligible to use and receive WPS, GTA and each Agency must be, and represent to Contractor that it is, a key Federal, state or local government or critical industry personnel who serve in NS/EP leadership positions. Five categories have been established in order to identify critical NS/EP leadership functions and determine WPS eligibility: (1) executive leadership and policy makers (e.g., President of the United States, the Secretary of Defense, selected military leaders, state governors and lieutenant governors, members of Congress, cabinet level officials, mayors and county officials, and a minimum number of senior support staff); (2) disaster response/military command control who are individuals key to managing the initial response to an emergency at the local, state and Federal levels as well as personnel essential to continuity of government and national security functions (e.g., Federal and state emergency operations center coordinators); (3) public health, safety, and law enforcement command who are individuals who direct operations critical to life, property, and maintenance of law and order immediately following an event (e.g., Federal, state and local police, fire and emergency service leadership; search and rescue team leaders, and emergency communications coordinators); (4) public service/utilities and public welfare in which individuals are responsible for managing not only public works and utility infrastructure damage assessment

and restoration efforts, but also transportation services for emergency response activities (e.g., US Army Corps of engineers; telecommunications, power, water and sewage utilities; and transportation leadership); and (5) disaster recovery in which personnel are responsible for managing recovery operations after the initial response has been accomplished (e.g., medical recovery operations and detailed damage assessment leadership; disaster shelter coordination & management; and critical Disaster Field office support personnel). To receive WPS, GTA or the applicable Agency must contact the Department of Homeland Security's National Communications System ("NCS"), submit the appropriate application to NCS and be approved by NCS. Once approved by NCS, NCS will process GTA's or the applicable Agency's service request with Contractor to add WPS. To invoke WPS from a wireless phone, GTA or the applicable Agency must dial *272 prior to the destination number on Equipment that has been subscribed to WPS.

6.2 Contractor may provide WPS to GTA and/or each Agency within the United States through its Equipment as specified on the Order Page. GTA and/or each Agency agree to pay the one-time activation and recurring per minute usage fee associated with WPS and as outlined below. Applicable roaming charges apply to WPS. WPS is only available with cellular calls, not dispatch calls.

6.3 If Customer dials *272 911, Customer will lose the location information which may have been provided by 911 service.

6.4 GTA and each Agency will pay the following charges and agree that the following terms and conditions apply to WPS:

Feature and Service	Pricing
One-Time Activation fee	\$10.00 (one-time fee per user/subscriber)
Usage fee	\$0.75 per minute per month per user/subscriber"

11. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
12. Entire Agreement. Except as expressly modified by this Amendment, the Agreement (as amended) 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 and the Agreement (as amended), 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 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: Scott New

By: David J. Hightower

Name: Scott New

Name: David J. Hightower

Title: Government Manager

Title: Sr. Technology Planning Officer

Date: 3/20/06

Date: 5/12/06



Georgia Technology Authority



Sonny Perdue, Governor

Tom Wade, GTA Executive Director
and State Chief Information Officer

May 19, 2006

Southern Communications, INC., d/b/a SouthernLINC Wireless
5555 Glenridge Connector, #500
Atlanta, GA 30342

Attn: Scott New, Gov't. Mgr

Dear Scott:

Enclosed is your signed original of GTA Amendment 2 to add Dispatch Wireless Priority Services for your files.

Please do not hesitate to contact me with any questions or issues at 404-463-6539. Looking forward to doing business with your company in the future.

Sincerely,

Nanci Glazer Gay
Contract Administrator

Enclosure: Amendment

*sent to
5/19*



GTA Contract Title: **Wireless Communications Devices and Services**

GTA Contract No. GTA000187-012

**Georgia Technology Authority
Contract Authorization Form v2.1**

Contractor: SouthernLINC Wireless

FEI:

Product or Service: adding wireless products and services

\$ Value (this action): \$0

Contract Period: March 20, 2006 until end of contract life

Payment Terms: Agency responsibility

This Action: Amendment No. 2

Procurement Type: NA

Contractor Address: 5555 Glenridge Connector #500
Atlanta, GA 30342

Contractor Contact: Michael S. Smith, General Manager, Gov. Sales

GTA Contact: Suhas Uppalapati, Director, Technology Planning

Financial Information: NA

Comments/Notes:

Legal Approval:
(As to Form Only)

SC
Initials

4/28
Date

I hereby authorize the processing and approval of the Agreement and Action identified above:

[Signature]
Office Director Signature

3/28/06
Date

If above \$200,000-

Sent for Signature on: 3/27/06
Sent to: Suhas Uppalapati, Dir.Tech Planning

06 MAY -4 PM 2:51
RECEIVED
AUTHORITY
GEORGIA TECHNOLOGY