

## ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES

This Agreement is made this 24<sup>th</sup> day of February, 2005 (hereinafter referred to as the "Effective Date"), by and between the Georgia Technology Authority (hereinafter referred to as "GTA"), and Southern Communications Services, Inc. d/b/a Southern LINC, whose principal place of business is located at 5555 Glenridge Connector, Suite 500, Atlanta, Georgia 30342 (hereinafter referred to as "Contractor").

### 1. Services.

- a. Contractor agrees to provide to procuring Agencies the "Equipment" and the "Services" as described in the attached Exhibit A of this Agreement, incorporated herein by this reference. As referred to in this Agreement, "Agencies" shall include any and all State of Georgia entities, including, but not limited to, GTA, departments, agencies, authorities, commissions, boards, colleges and universities, counties, cities, townships and other political subdivisions of the State. Each Agency will execute the Contractor's Georgia Government Agreement in order to procure Equipment and Services from Contractor. The contractual relationship between Contractor, GTA and Agencies shall be governed by the following order of precedence: (i) the provisions of the Contractor's Georgia Government Agreement; (ii) the provisions of this Agreement, including all exhibits attached hereto and incorporated into this Agreement; (iii) if applicable, the governing Request for Proposal or other solicitation document ("RFP"); (iv) the Contractor's Proposal; and (v) the Rules of the GTA, which are incorporated herein by reference.
- b. 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") and wireless roaming services ("Roaming") (each individually a "Service," and collectively the "Services") are made under the terms and conditions herein. The placement by an Agency of an order or the acceptance of or payment for the Equipment or Services will constitute acceptance of these terms and conditions. Equipment may be new or reconditioned. EACH AGENCY ACKNOWLEDGES THAT THE EQUIPMENT IS NOT COMPATIBLE WITH ANY OTHER WIRELESS TELECOMMUNICATIONS SYSTEM AND MAY ONLY BE USED WITH THIS SYSTEM.
- c. Emergency Service (911). The Services provided hereunder interact with 911, E911 and other emergency services in different manners than land line telephone service. Depending on the circumstances of a particular call, the Services provided hereunder may not be able to connect an Agency to any service provider, or to identify an Agency's subscriber identity, an Agency's telephone number, or an Agency's location to emergency services and may not always be connected to the appropriate emergency services provider. Accordingly, 911 or E911 service may not be available to an Agency, even if 911 or E911 fees are assessed by state and local authorities.
- d. Credit for Interrupted Service. If an answered call in the Contractor's service footprint, as identified in Contractor's Proposal, is disconnected because of interference and the Agency's subscriber redials the call within 5 minutes of being disconnected, the Agency may receive a one-minute credit. To receive such credit, Agency must notify Contractor within 30 days after the call is disconnected by calling an airtime and toll-free number that will be provided to Agency. If, due to the fault of Contractor, Agency's subscriber is unable to receive Wireless Service while in the Contractor's service footprint for more than 24 continuous hours, Agency will receive a pro rata daily credit for the period without Wireless Service. Credits will not exceed the amount of the monthly access charge for the affected Agency's subscriber. To receive such credit, Contractor must be notified within 30 days after the first bill is received for the period during which the interruption started.

2. Term and Renewal. The "Term" of this Agreement shall begin on the Effective Date and end as of the end of the then current fiscal year (July 1 - June 30). Thereafter, the Agreement may be renewed at the sole discretion of GTA on a year-to-year basis for up to Five (5) fiscal year periods. The terms and conditions of this Agreement shall apply during any renewals of the Term. The term of the Equipment and Services ordered by Agencies hereunder shall begin on Contractor's receipt of a signed Georgia Government Agreement from each procuring Agency and end in accordance with the terms thereof.

State of Georgia - GTA Original

248

3. **Pricing.** Pricing and procedures for billing and payment for Services and Equipment shall be as specified in the attached Exhibit A, incorporated herein by reference.
4. **Payment of Fees.**
  - a. Each Agency agrees to pay Contractor for all undisputed amounts due under this Agreement (including, without limitation, amounts due for any Services, Equipment, and fees and other charges) within thirty (30) days from the date of receipt (unless otherwise stated in the applicable Georgia Government Agreement), provided that Equipment and Services have been accepted by the Agency as set forth in Section 5 below. Each Agency will pay the regulatory fees or surcharges, including, without limitation, universal service fees. If any Agency believes its billing statement contains any incorrect charges or fees, then such Agency must notify Contractor of such disputed charges or fees within 30 days from the date of the first billing statement that contains the disputed charges or fees or waive your right to dispute those charges or fees. Contractor requires written notification of all disputed charges and such notification shall be delivered to the attention of Customer Accounting at the address listed on the bill. All undisputed charges must be paid by the due date on the statement. The assessment of applicable taxes and surcharges and various rates of tax and surcharge may change from time to time as a result of changes to the applicable law.
  - b. **Reconnect Fees.** If Contractor disconnects the Services pursuant to Section 12 or Section 24, such Agency will be liable to pay a re-connect fee of \$25.00 per Unit per Service, in addition to the outstanding service fees before Contractor will reactivate Service. If any Agency reactivates Service following a service disconnection, Contractor, at its discretion, may reactivate Service at its then-current terms and conditions with the GTA.
5. **Acceptance of Equipment and Services and Return Policy.**
  - a. Contractor shall deliver any Equipment and/or perform any Services in accordance with this Agreement. The Agency shall have fifteen (15) days from the date of its receipt of the Equipment to provide Contractor with written notification of acceptance or rejection due to the Equipment's failure to perform. Acceptance by the Agency may be accomplished by an affirmative act on the part of the Agency pursuant to this Section or by the failure of the Agency to issue an acceptance notice, which failure shall be deemed an acceptance of the Equipment or Services or any portion thereof. Contractor may begin billing each Agency as of the time any Equipment or Service is delivered to such Agency. In the event the Agency issues a rejection notice, Contractor shall, as quickly as is practicable, correct at its expense all Equipment failures caused by Contractor. The Agency shall not unreasonably withhold or delay such acceptance or rejection.
  - b. An Agency may terminate Service for any reason within 15 days of activation and receive a refund of the original purchase price (but not the Service Charges (as defined below)) of certain Equipment, provided that: (1) such Agency returns the Equipment in like-new condition (undamaged and in good working condition as determined by Contractor in its sole discretion) accompanied by all the original contents and accessories (undamaged and in good working condition as determined by Contractor in its sole discretion) that came with the product as well as the original invoice (collectively, the "Like-New Product"); (2) the returned Equipment must have less than 30 minutes of total airtime usage; and (3) such Agency returns the Like-New Product it purchased from Contractor or Contractor's authorized agents (if any) with proof of purchase to the place of purchase. Final return acceptance or rejection will be determined by Contractor in its sole discretion. Such Agency will be responsible for all applicable service fees (including, without limitation, access charges associated with the first full monthly billing cycle following activation), plus any pro-rated access charges, overage charges, activation charges, taxes or other charges that accrued to its account through the equipment return date ("Service Charges"). This Return policy, including the number of days for return, may be changed from time to time without notice and this Return policy may not apply to certain products. Even if such Agency cancels Service and/or returns its Equipment as provided herein, it must pay all Service and usage charges incurred prior to cancellation or return and any subsequent penalties or assessments.
6. **Warranty Disclaimer.**
  - a. The Services provided hereunder are part of a telecommunications service available to the public from a network serving all System customers in several states as an integrated system. The System routes all communications through central points of control used by other public traffic. An Agency may

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experience variations in the Services and access times based upon the location involved, the other traffic on the System, or conditions at various locations of the System. An Agency may fail to obtain or maintain access due to a lack of coverage in a particular area, use of low powered portable equipment in areas where higher powered mobile equipment is needed for coverage, variations in radio frequency propagation effects, the effects of weather, the effects of natural and constructed obstructions, equipment maintenance and upgrades, repairs and malfunctions, and public usage exceeding capacity. MANY OF THE SERVICES AND FEATURES ARE DEPENDENT UPON THIRD PARTY PROVIDERS AND MAY BE DISRUPTED OR CANCELLED DUE TO ACTIONS OF THIRD PARTY PROVIDERS. CONTRACTOR MAKES NO WARRANTIES OR GUARANTEES AS TO ANY SERVICES OR FEATURES PROVIDED BY THIRD PARTIES. CONTRACTOR DOES NOT MAKE ANY, AND HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT OR THE SERVICES. WITHOUT LIMITING THE FOREGOING, CONTRACTOR SPECIFICALLY DISCLAIMS EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT ANY SERVICES WILL MEET ANY OF AN AGENCY'S REQUIREMENTS OR THAT THE PERFORMANCE OF THE SERVICES OR CONTENT THEREON WILL BE UNINTERRUPTED, TIMELY, APPROPRIATE OR FREE OF ERRORS OR INACCURACIES. ANY WARRANTY FOR THE EQUIPMENT IS SOLELY PROVIDED BY THE MANUFACTURER, WHICH WILL BE PROVIDED TO AGENCY WITH THE EQUIPMENT.

- b. Subject to Section 6.a above, Contractor will exercise the reasonable skill of a wireless telecommunications service provider;
- c. Contractor's Equipment will conform to the mandated requirements of the FCC as specified by the FCC for the Contractor;
- d. The Equipment and Services will be in compliance with applicable law or regulation in Contractor's service footprint as identified in Contractor's Proposal, and Contractor will obtain any necessary local permits and licenses as required by such law and regulation.

7. Confidential Information.

- a. The parties acknowledge that in order to perform the Services called for in this Agreement, it may be necessary to disclose to each other certain confidential information ("Confidential Information"). Each party agrees that it shall not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties, except for those who have a need to know such Confidential Information in order to allow Contractor to perform the Services, and who have executed a nondisclosure agreement consistent with the provisions hereof.
- b. Neither party shall have any obligation of confidentiality with respect to any information which: (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this Agreement; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; or (v) is developed independently by the receiving party without reference to the Confidential Information.
- c. Notwithstanding the provisions above, the receiving party may disclose any of the Confidential Information in the event, but only to the extent, that it is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or governmental or regulatory authority. Prior to making such disclosure, however, the receiving party shall provide the disclosing party with prompt written notice of any such requirements (if not prohibited by law), so that the disclosing party may seek a protective order or other appropriate remedies and will cooperate with the disclosing party in seeking a protective order or other appropriate remedy from the proper authority.
- d. Notwithstanding the foregoing, GTA's and the Agencies' obligations hereunder shall be subject to the provisions of the Georgia Open Records Act (O.C.G.A. §50-18-70 *et seq.*), as it may be amended from time to time.

8. Data Privacy. To serve each Agency as a customer, Contractor will initially collect information about each Agency such as name, street address, and telephone number, and will thereafter continue to collect information

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about them and their telephone account as Contractor provides Services to them. Contractor may collect this information in person, by telephone, by mail, or on Contractor's web site, through the use of the Services or by other means. In accordance with applicable law, Contractor may use or disclose to affiliates or business associates for their use certain of the information Contractor collects about each Agency to provide enhanced services to them, protect them, investigate illegal activity or for billing, provisioning, maintenance and other purposes consistent with the Customer Proprietary Network Information rules. If any Agency discloses information to other parties or link to another web site through Contractor's Services, Contractor does not control how third parties use or disclose such information. Contractor encourages each Agency to review the third parties' applicable privacy policy before disclosure of such information.

9. Security. Contractor will not intentionally jeopardize the security of an Agency's systems or Equipment. Notwithstanding the foregoing, Contractor is not responsible if any software code enters an Agency's Equipment 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. Contractor will use commercially reasonable efforts to prevent security breaches with respect to the use of the Services. Notwithstanding the foregoing, each Agency agrees that Contractor has no liability with respect to the unauthorized use of any information that each Agency provides to Contractor including, without limitation, their name, address, social security number, credit card information, and driver's license number through the use of the Services, excluding Contractor's willful misuse or grossly negligent misuse of such information that an Agency directly disclosed to Contractor via non-electronic means.

10. Indemnification.

- a. Contractor agrees to indemnify the State of Georgia, GTA, each procuring Agency and their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all third party claims, suits, liabilities, costs or expenses, including reasonable attorneys' fees, for bodily injury, tangible personal property or real property damage to the extent that such claim or suit was proximately caused by a wanton act or omission or willful misconduct or gross negligence on the part of Contractor, its agents, employees or subcontractors over which Contractor exercises control (excluding any LECs, IXCs, ILECs, CLECs, or any other carriers over which Contractor exercises no control). However, if any of the Indemnitees or third parties is partially responsible for the events giving rise to the claim, Contractor's indemnification hereunder shall apply only to the extent that Contractor directly contributed to the events.
- b. Contractor agrees to indemnify, defend or settle any third party claim, liability, cost or suit asserted against Indemnitees made by any third party alleging that a Service as provided by Contractor under this Agreement infringes such third party's U.S. trademark, copyright, or patent rights. Contractor shall be under no obligation to defend or indemnify the Indemnitees as set forth in this Section to the extent that such third party claim or suit arises out of or relates to: (i) Contractor's compliance with the Agency's specifications; (ii) a combination of the Equipment and/or Services with products or services not provided by Contractor; (iii) a modification of the Equipment or Services that is inconsistent with the terms of this Agreement; (iv) information, data, or other content not provided by Contractor; (v) failure of each procuring Agency and their officers and employees to use the Services or Equipment in conformity with all applicable written instructions and documentation; (vi) any modification to any Service or Equipment made by or on behalf of Agency where, but for such modification, no claim of infringement would have existed; or (vii) transmission of Agency supplied data, content or other information. Where the use of the Services is enjoined, Contractor, at its discretion, shall have the right to: (a) obtain for the Agency the right to continue using the affected Service; (b) replace the affected Service with a non-infringing service; or (c) modify the affected Services so that it is non-infringing. If a third party alleges that any Equipment as provided by Contractor under this Agreement infringes such third party's U.S. patent rights and the use of such Equipment is enjoined, Contractor, at its discretion, shall have the right to (i) replace such affected Equipment with a non-infringing Equipment, (ii) have such affected Equipment modified so it is non-infringing, or (iii) obtain for Agency the right to continue to use such affected Equipment.
- c. Contractor shall be excused from its obligations above if the Indemnitees fail to (i) provide prompt

- written notice of the third party claim or suit; (ii) cooperate with all reasonable requests of the Contractor, subject to the prerogative of the State of Georgia Attorney General; or (iii) surrender exclusive control to Contractor of the defense and/or settlement of such claim or suit, subject to the prerogative of the State of Georgia Attorney General. If such State of Georgia Attorney General exercises its prerogative, Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage entered into by Indemnitees shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon Indemnitees unless approved in writing by Indemnitees
- d. If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Fund (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insured waive any right of subrogation against the State of Georgia, the Indemnitees and the Fund and insurers participating hereunder, to the full extent of this indemnification.
  - e. Contractor's obligation to indemnify any Indemnitee will survive the expiration or termination of this Agreement by either party for any reason.

11. Personnel.

- a. All of Contractor's or its subcontractor's personnel shall reasonably comply with the Agency's reasonable security requirements while on the Agency's premises, which Agency will disclose to Contractor in writing. In the event that any of Contractor's or its subcontractor's personnel do not comply with such security requirements, the Agency, in its sole reasonable discretion, may have such personnel removed from the premises and will notify Contractor in writing of such removal and the basis for such removal.
- b. If the Agency believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is not in compliance with the provisions of this Agreement, the Agency shall so notify Contractor in writing and Contractor shall address as soon as practical the performance or conduct of such person, or, at the Agency's reasonable request, use reasonable efforts to replace such person with another person with sufficient knowledge and expertise, as determined by Contractor.
- c. Contractor agrees that all persons assigned by it to support this account as an account executive are employees or authorized subcontractors of Contractor and are qualified to support this account as an account executive.

12. Termination.

- a. Each party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation, which default is incapable of cure, or which, being capable of cure, has not been cured within ten (10) business days after receipt of written notice of such default.
- b. Only if applicable bankruptcy law permits, GTA may terminate this Agreement, in whole or in part, by written notice to Contractor and may regard Contractor in default of this Agreement if Contractor dissolves, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law.
- c. GTA may terminate this Agreement, in whole or in part, upon ten (10) days written notice (provided that Contractor fails to cure its breach set forth in this Section 12.c within such 10 day period), if: (i) such termination is necessary to prevent or protect against fraud caused directly by Contractor or otherwise protect GTA's personnel, facilities or services from Contractor's willful misconduct or gross negligence, or (ii) Contractor is debarred or suspended from performing services on any public contracts.
- d. GTA may terminate this Agreement, in whole or in part, for its convenience or without cause upon thirty (30) days prior written notice to Contractor.
- e. Should there be any protest of the RFP or the award of this Agreement to Contractor which continues past the Effective Date and which is ultimately determined adversely to GTA's RFP or award of this Agreement, then GTA may terminate this Agreement by written notice to Contractor specifying the termination date.
- f. Contractor reserves the right to terminate Services on one or more of an Agency's units of Equipment

upon a material breach by such Agency (i) that, being capable of cure, is not cured promptly following written notice by Contractor or is incapable of being cured, including, without limitation, (a) Agency interferes with Contractor's provision of services to any other customers, (b) termination of Service is necessary to prevent or protect against fraud or otherwise protect Contractor's facilities, employees, agents, or services, or (c) violation of the Policy; or (ii) that is not cured within ten (10) business days following Agency's receipt of written notice for failures to pay for Equipment or Services in accordance with Section 4 (Payment of Fees). In addition, Contractor reserves the right to modify Roaming and associated pricing terms and conditions at any time with 30 days written notice. Within such 30 day period, Agency may elect to turn off the Roaming feature in its Services by notifying Contractor in writing. Upon such election, such Agency will cooperate with Contractor by providing all information necessary to activate its election.

- g. Upon the termination or expiration of this Agreement, each party promptly shall return to the other party all papers, materials and other property of the other party then in its possession, including its Confidential Information. If this Agreement expires or is terminated prior to the expiration of any Georgia Government Agreement, each such Georgia Government Agreement will remain in full force and effect pursuant to its terms and conditions until it expires.
13. Funding. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate without further obligation of the GTA or any Agency as of that moment. The determination of GTA or applicable Agency as to the occurrence of the events stated herein shall be conclusive.
14. Taxes. All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Equipment and Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, GTA makes no representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. GTA will provide to Contractor a certificate of tax exemptions which apply to this Agreement.
15. Cost Recovery Fees. Each Agency will pay regulatory cost recovery fees and without limitation universal service fees. The assessment of said fees may change from time to time as a result of changes to the applicable law.
16. Disclaimer of Certain Damages and Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, LOSS OF USE OR DATA, LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM THE INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT SOLD OR OTHERWISE PROVIDED HEREUNDER OR IN CONNECTION WITH THE USE OF THE SERVICES, OR LOST REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF THE EQUIPMENT PROVES DEFECTIVE, THEN THE COSTS OF ALL NECESSARY SERVICING AND REPAIR WILL BE BORNE BY AGENCY, SUBJECT TO THE MANUFACTURER'S WARRANTY ACCOMPANYING THE EQUIPMENT. CONTRACTOR SHALL NOT BE LIABLE TO AGENCY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR INJURY TO PERSONS OR PROPERTY, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, OR BY THE AGENCY'S EMPLOYEES' OR AGENCY'S AGENTS' USE OF THE EQUIPMENT, OR BY THE MANUFACTURER OF THE EQUIPMENT, OR BY ANY REPAIR, SERVICE OR ADJUSTMENT TO THE EQUIPMENT OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER UNLESS DIRECTLY CAUSED BY CONTRACTOR'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR LOSSES, DAMAGES,

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OR CLAIMS ARISING OUT OF AGENCY'S USE, ATTEMPTED USE, OR INABILITY TO ACCESS 911 OR E911 SERVICE OR OTHER EMERGENCY CALL. THE STATE OF GEORGIA DOES NOT WAIVE ITS SOVEREIGN IMMUNITY BY AGREEING TO THIS PROVISION.

17. Customer Representations. Each Agency will instruct their employees with access to the System in the use of the System and its capabilities for their particular location and operations. Assistance in employee training may be obtained by telephoning [1(800) 406-0151]. Each Agency will limit their use of the System to the manner as designed in accordance with all applicable federal and state laws and agree to use only Equipment that is certified as Motorola iDEN compatible and which Contractor has programmed with its licensed radio frequency band map. Contractor reserves the right to terminate the Agreement if Contractor reasonably believes any Agency is violating any applicable law.
18. Assignment and Delegation. Neither party shall assign any of its rights or delegate the performance of any of its duties under this Agreement without the other party's prior written consent, not to be unreasonably withheld. Any purported assignment or delegation shall be null and void.
19. Insurance.
  - a. Contractor shall procure and maintain throughout the Term of this Agreement a policy or policies of insurance providing coverages as set forth that shall protect the Contractor and the Indemnitees from any claims for bodily injury, property damage, or personal injury which may arise out of Contractor's operations under this Agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and shall be with companies acceptable to GTA. Contractor shall procure the insurance policy(ies) at the Contractor's own expense and shall furnish to GTA an insurance certificate the following information:
    - (1) Name and address of authorized agent;
    - (2) Name and address of insured;
    - (3) Name of insurance company (approved to operate in Georgia);
    - (4) Description of coverage in standard terminology;
    - (5) Policy period;
    - (6) Policy Number;
    - (7) Limits of liability;
    - (8) Name and address of certificate holder;
    - (9) Acknowledgment of notice of cancellation to the State;
    - (10) Signature of authorized agent;
    - (11) Telephone number of authorized agent; and
    - (12) Details of policy exclusions in comments section of Insurance Certificate.
  - b. Contractor is required to maintain the following insurance coverages during the Term of this Agreement:
    - (1) Workers Compensation Insurance in the amounts of the statutory limits established by the General Assembly of the State of Georgia. Contractor shall have the ability to self insure its required workers compensation coverage if it is an approved self insurer in the State of Georgia.
    - (2) Commercial General Liability Policy, or equivalent coverage, to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below. Contractor shall have the ability to self insure required coverage up to One Million Dollars (\$1,000,000) as long as excess liability coverage outlined in Section 19.b. (4) is maintained.
    - (3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Agreement. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required under this Agreement.
    - (4) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit not less than \$3,000,000.
    - (5) Under all coverages and certificates required hereunder, policies shall be endorsed to include the following terms and conditions:

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- (i) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to GTA.
    - (ii) Certificates of Insurance showing such coverage to be in force shall be filed with GTA prior to commencement of any work under this Agreement.
    - (iii) All such coverage shall remain in full force and effect during the Term and any renewal or extension thereof.
  - (6) Under coverages and certificates required under Section 19.b(2), (3) and (4) above, policies shall be endorsed to include the following terms and conditions:
    - (i) Minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the annual aggregate.
    - (ii) Contractual liability coverage, specifically referencing this Agreement and its indemnity.
    - (iii) Include Indemnitees as additional insureds.
    - (iv) Shall waive all right of subrogation against Indemnitees for losses arising out of this Agreement.
    - (v) Shall be primary and not in excess to any other coverage provided by or available to the Indemnitees.
  - (7) Should any of the coverages required hereunder be placed on a "claims made" basis, Contractor agrees to continue such coverage(s) in effect for at least three (3) years following the termination or expiration of this Agreement.
20. Independent Contractor. In its relationship with GTA, any Agency and the State of Georgia, and for purposes of performing any services under this Agreement, Contractor is an independent contractor and the parties shall not be considered to be an agent, servant, joint venturer, or partner of the other party. All persons assigned by Contractor to perform Services under this Agreement are employees of Contractor or employees of its subcontractor. Neither Contractor nor any of its agents, servants, employees, subcontractor or suppliers shall become or be deemed to become agents, servants, or employees of GTA, any Agency or the State of Georgia. Neither GTA, any Agency or the State of Georgia nor any of their agents, servants, employees, subcontractor or suppliers shall become or be deemed to become agents, servants, or employees of Contractor. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor, GTA, any Agency and the State of Georgia.
21. Record Retention and Audit Rights. Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor's financial status, costs, expenses, provision of Equipment and performance of Services under this Agreement (collectively, "Records") for the later of: (a) five (5) years after the final payment under this Agreement, or (b) for such period (if any) as is required by applicable statute. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles ("GAAP") and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The State of Georgia, by and through the GTA or State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records. Upon GTA's reasonable request, Contractor shall permit GTA or the State Auditor to view the required documentation and records on a mutually agreeable date and time and at Contractor's corporate offices during normal business hours.
22. Number Portability. Except for any rights federal law grants to an Agency, each Agency agrees and acknowledges that they have no proprietary or ownership rights to a specific telephone number, IP address or email address assigned to them or their Equipment (individually and/or collectively, "Number"). Contractor will accept orders from an agent appointed by the Agency requesting the porting of any telephone number currently assigned to its account and will treat such porting request as its notice to Contractor to terminate such Agency's Georgia Government Agreement, provided that the agency appointment is sent to Contractor in writing and lists the Number(s) to be ported and the third party carrier to whom such Number(s) will be ported. Each Agency retains responsibility for compliance with Contractor's requirements (as set forth in its Georgia Government Agreement and any other requirements that are specified in a written notice), payment of all amounts incurred on an Agency's account and for any act or omission of such Agency's agent. An Agency may also appoint Contractor to act as its agent for purposes of requesting the porting of any telephone number(s) such Agency currently uses with a third party carrier to Contractor, by providing Contractor with a written authorization, in the form of a letter of agency ("LOA"), to act on its behalf; provided that (i) such third party carrier has not received relief from its porting obligations from the applicable state or federal regulatory



agency and (ii) that such telephone number is being used for interconnected telephony services. Contractor will not be responsible for any charges associated with, and any amounts incurred with respect to, such telephone number(s) to be ported to Contractor; for which amounts such Agency will remain responsible. The LOA will remain in effect until cancelled by such Agency in writing.

23. Wireless and Domestic Toll-Free Services. Each Agency is responsible for payment for all calls placed to or via their telephone number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the service, which use, misuse or abuse may be occasioned by third parties including, without limitation, an Agency's employees and members of the public who dial your toll-free telephone number(s) either by mistake or with the intent to abuse service. Contractor may block access to certain categories of numbers (e.g., 976, 900 and certain international destinations) or certain types of calls (e.g., operator-assisted or collect calls) if, in its sole discretion, Contractor experiences, or reasonably believes it will experience, excessive billing, collection, fraud or other misuse or abuse of the System or Services.
24. Acceptable Use Policy (the "Policy"). The System may be used only for lawful purposes. Using the Services to transmit, distribute, copy, display or store any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, patent, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene or defamatory, constitutes an illegal threat, or violates export control laws. Under the Digital Millennium Copyright Act of 1998, copyright infringement(s) by a user can result in termination or denial of the user's access to the System. Violations of system or network security are prohibited and may result in criminal and civil liability. Contractor will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:
  - a. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of the System or a third party's system or network or to breach security or authentication measures without express authorization of the owner of the system or network, whether or not the intrusion results in corruption or loss of data;
  - b. Unauthorized attempts to gain privileged access to any element of the System are not permitted;
  - c. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network;
  - d. Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks; or
  - e. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Each system owner is responsible for the security of any device connected to the System. GTA and each Agency will, at their expense, take all reasonable physical and information systems security measures necessary to protect any Equipment used in connection with the Services. Any system suspected of attacking other systems, including, without limitation, having fallen victim to viruses or worms, will be taken off the System, without notice, until it has been made secure. GTA and each Agency acknowledge and agree that Contractor is not liable, either in contract or in tort, for any loss resulting from any unauthorized access to or alteration of, theft, destruction, corruption, or use of, the System, any device or Equipment used in connection with the Services, except for any loss resulting solely from Contractor's willful misconduct or gross negligence. Sending unsolicited email messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user will not use another site's email server to relay email without the express permission of the site. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited. Contractor reserves the right to refuse any email and other connections from outside hosts that send unsolicited, mass or commercial messages, or messages that may be illegal or may contain interfering, disruptive, damaging or destructive software code, including, without limitation, any virus or worm, and to filter, refuse or discard such messages. **INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF AGENCY, GTA, AGENCY'S END USER OR GTA'S END USER, WILL BE CONSIDERED VIOLATIONS OF THIS POLICY BY GTA OR SUCH AGENCY.** Violations of this Policy may result in the immediate suspension of network access pending

investigation and may lead to their eventual revocation. Serious violations of this Policy will be referred directly to the appropriate outside authorities. Unauthorized use of the System resources can be a criminal offense and may be prosecuted. If Contractor takes immediate action pursuant to this Section, Contractor shall notify Agency of the violation of the Policy that gave rise to the suspension as soon as practicable under the circumstances. In any case where Contractor has suspended an affected Service or portion thereof, Contractor will cease the suspension and restore service promptly upon notification by Agency that Agency has cured (or otherwise effected remediation of) any such violation unless Contractor has a reasonable, good faith basis to conclude Agency has not cured (or otherwise effected remediation of) such violation.

25. **Waiver and Severability.** The waiver by either party of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this Agreement have no substantive meaning or content and are not a part of this Agreement.
26. **Force Majeure.** Any delay or failure in performance by either party shall not be a breach of this Agreement if due to, and to the extent caused by, events beyond the reasonable control of the party affected, including, without limitation: fire, explosion, power failures, pest damage, failure of telecommunications facilities or transmission links (which Contractor does not own), Internet slow-down or failure, lightning or power surges, water, war, civil disturbances, terrorism, acts of governmental, judicial, or military authorities, or any other acts of God, . Market conditions and/or fluctuations shall not be deemed force majeure events. The party whose performance is affected by such events shall promptly notify the other party, giving details of the force majeure circumstances, and the obligations of the party giving such notice shall be suspended to the extent caused by the force majeure and so long as the force majeure continues, and the time for performance of the affected obligation hereunder shall be extended by the length of the delay caused by the force majeure event.
27. **Notices.** All notices, requests, or other communications (excluding invoices and communications in the ordinary course of business) hereunder shall be in writing and either transmitted via overnight courier, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. All notices, requests, or other communications provided in the ordinary course of business hereunder shall be in writing and either transmitted via overnight courier, fax, email, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

To GTA	To Contractor
Georgia Technology Authority	Southern Communications Services, Inc. d/b/a Southern LINC
100 Peachtree Street, Suite 2300	5555 Glenridge Connector, Ste 500
Atlanta, GA 30303	Atlanta, GA 30342
Attn: Procurement Director	Rodney H. Johnson
Fax: 404-651-5333	Fax: 678-443-1535
E-mail: procurement mailbox@gtga.ga.gov	E-mail : rhjohnso@southernco.com

28. **Applicable Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A, without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.
29. **Drug Free Work Place.**
- a. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

- b. If Contractor is an entity other than an individual, it hereby certifies that:
  - i. A drug free work place will be provided for the Contractor's employees during the Term of this Agreement; and
  - ii. It will secure from any subcontractor hired to work in a drug free work place the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to Contractor that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Official Code of Georgia Annotated Section 50-24-3."
- c. Contractor may be suspended, terminated, or debarred if it is determined that:
  - i. Contractor has made false certification hereinabove.
  - ii. Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

25. Compliance with Laws and Agency Policies. The Agencies, GTA and Contractor shall comply, and shall require their employees, agents, representatives, subcontractors and subcontractors' employees to comply, at all times with all applicable Federal, state, county, and municipal laws, regulations, rules, codes, ordinances, policies, guidance, directives, orders and decrees which in any manner affect the Agreement or its performance. Without limiting the generality of the foregoing statement, such laws and regulations shall include, but are not limited to, all such laws and regulations with respect to labor laws, including, without limitation, use of U. S. citizens or properly documented alien workers under the Immigration Act of 1990 and the Immigration and Nationality Act of 1952, as amended, and observance of applicable occupational safety and health standards promulgated pursuant to the Occupational Safety and Health Act of 1970.

The Agencies, GTA, and Contractor shall maintain complete documentation and records concerning compliance with all applicable legal requirements. Throughout the term of this Agreement, and for the longer of: (a) two years after termination of the Agreement; or (b) as required by applicable legal requirements, the parties shall maintain and permit the other party's representatives, during normal business hours, to examine, audit and make copies of all documentation and records of the party (and, if applicable, its parent, affiliates and subsidiaries) relating to compliance with applicable legal requirements.

26. Risk of Loss. Risk of loss for the Equipment shall remain with the Contractor until the Equipment is delivered to the Agency. Insurance during shipment and all risk of loss or damage to the Equipment, until delivery of such Equipment, including risk of transit, shall be Contractor's. For Equipment that is shipped to an Agency, then a representative of such Agency will be required to sign a bill of lading to receive the Equipment. For Equipment that is delivered by Contractor to an Agency, then a representative of such Agency will be required to sign a packing slip to receive the Equipment. Failure of an Agency to sign the required documentation will excuse Contractor of its failure to deliver the affected Equipment.
27. Publicity. Contractor shall not release without GTA's prior written approval any publicity regarding the program or Services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, identifying the State of Georgia, the GTA or any Agency receiving goods or services under this Agreement; however, Contractor may reference this Agreement in proposals for other contracts without GTA approval.
28. Non-exclusivity. This Agreement is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agencies from obtaining like goods from other suppliers upon prior approval of the GTA. Such approval shall be made at the sole discretion of the GTA, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the State to do so.
29. Vendor Lobbyist Certification. Contractor hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.



30. Entire Agreement. This Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by either party, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Neither party shall be entitled to rely on any such representation, request, instruction, directive or order and shall, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

**GEORGIA TECHNOLOGY AUTHORITY**

By: Tom Wade  
Name: Tom Wade  
Title: Executive Dir & State CIO  
Date: 2/25/05

**SOUTHERN COMMUNICATIONS  
SERVICES, INC. d/b/a Southern LINC**

By: R. H. Johnson  
Name: R. H. Johnson  
Title: VP Sales & Distribution  
Date: 2/24/05

**EXHIBIT A TO  
ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES**

Contractor agrees to provide to the Agency the "Equipment" and "Services" as described in the Request for Proposal No. GTA000187, soliciting proposals for Wireless Communications Devices and Services as described therein ("RFP") and the Contractor's Proposal in response thereto.

1. Wireless Telecommunication Services. Contractor may provide Wireless Services to GTA and/or each Agency to use the Equipment with the selected System features specified on the Order Page.
2. Wireless Roaming Services. Contractor may provide Roaming to GTA and/or each Agency through Contractor's Equipment specified on the Order Page that may be used for Wireless Services outside GTA's and/or each Agency's local area.
3. Wireless Data Services. Contractor may provide Wireless Internet or Data Access Services to GTA and/or each Agency through Contractor's Equipment specified on the Order Page that may be used to access wireless web sites or GTA-provided or Agency-provided or third party applications.
4. Purchase of Equipment. GTA and each Agency will pay the cost shown for any Equipment described on the Order Page, plus shipping and any applicable tax upon delivery.

*AG*  
*Q3*

 Clear Form


STATE OF GEORGIA  
DEPARTMENT OF REVENUE  
SALES AND USE TAX CERTIFICATE OF EXEMPTION  
GEORGIA PURCHASER OR DEALER  
EFFECTIVE JULY 1, 2000

To: SouthernLinc

(SUPPLIER)

(MM/DD/YY)

01/10/05

(DATE)

(ADDRESS)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will be for the purpose indicated below, unless otherwise specified on a particular order, and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate. (Check proper box.)

1. Resale, rental or leased only, including but not limited to the purchase for resale of gasoline and other motor fuels.
2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale, or be coated upon or impregnated into the product at any stage of its processing, manufacture or conversion and nonreturnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt.
3. Machinery used directly in the manufacture of tangible personal property for sale purchased as additional, replacement or upgrade machinery to be placed into an existing plant in this State.
4. Direct Pay Permit authorized under Regulation 560-12-1-.16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline.
5. For use by Federal Government, State Government, any county, municipality or public school system of this State, when supported by official purchase orders or for use by Hospital Authorities created by Article 4, Chapter 7, of Title 7, and County or City Housing Authorities created by Article 1, Chapter 3 of Title 8. The State of Georgia, counties, municipalities, public schools, Hospital and Housing Authorities of Georgia must pay the 3% Second Motor Fuel Tax to suppliers.  
A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside this State, or delivery of the crafts is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means.  
A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this State in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement parts installed by carriers in such craft or vehicles which become an integral part of the craft or vehicle are likewise exempt. Private and contract carriers are not exempt.

State of Georgia Government

(TYPE OF BUSINESS ENGAGED IN BY THE PURCHASER)

(COMMODITY CODE)

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Georgia Technology Authority on behalf of authorized state of GA users of this agreement

(PURCHASER'S FIRM NAME)

56700047K

(CERTIFICATE OF REGISTRATION NO.)

100 Peachtree Street, Suite 2300, Atlanta, GA 30303

(ADDRESS)

By



(SIGNATURE)

Title CIO, State of Georgia

(OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration number bearing a "214" prefix since these are issued to a Contractor which has been deemed to be the consumer and is required to pay the tax at the time of purchase.



Georgia Technology Authority



Sonny Perdue, Governor

Tom Wade, GTA Executive Director  
and State Chief Information Officer

February 28, 2005

SouthernLINC  
5555 Glenridge Connector  
#500  
Atlanta, GA 30342

Attn: Comptroller

Dear Comptroller:

Enclosed is your signed original of the GTA Master Agreement for RFP GTA000187, Wireless Communication Services and Devices. For reference purposes, your contract has been assigned contract number GTA000187-012. The signed copy of the Tax Exemption form is attached.

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: Agreement

**Rodney H. Johnson**  
Vice President of  
Sales and Distribution

**Southern LINC**  
5555 Glenridge Connector  
Suite 500  
Atlanta, Georgia 30342  
Tel: 678.443.1510



February 24, 2005

Ms. Nanci Glazer Gay  
GTA, Contract Administration  
100 Peachtree Street, 23<sup>rd</sup> Floor  
Atlanta, GA 30303

Dear Ms. Gay:

Enclosed for your signature are two (2) fully executed originals of the Enterprise Agreement between Southern Communications Services, Inc. d/b/a SouthernLINC Wireless and Georgia Technology Authority. Please sign both originals where indicated and send one (1) original back at your earliest convenience.

Please contact me if you have any questions or concerns. I look forward to working with you this year.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney H. Johnson". The signature is fluid and cursive, with a long horizontal stroke at the end.

RHJ:ks

Enclosures





State of Georgia  
Georgia Technology Authority

**AUTHORIZATION FOR CONTRACT / AMENDMENT**

General Information (Completed by Business Owner)

Name of Contractor	FEIN or PSoft Vendor #	Purchase Order #	
SouthernLinc			
Contract Title	Initial Effective Date	Term of this Action	
Wireless Devices and Services	12/8/2004	From 12/8/2004	To 12/8/2005
GTA Point of Contact - Name & Title	Business Unit	Telephone #	E-Mail
Renee Herr	Telecom	3-2322	rherr@gta.ga.gov
Amount Encumbered FY to Date	Amount of this Action	Total Amount to Date (Lifetime)	
\$0.00	\$0.00	\$0.00	
General Source of Funding		Procurement Type	
by Agency		RFP	

Purpose Of Contract/Amendment (Brief Description)

To provide an Enterprise Agreement for wireless devices and services.

Budget Information (Completed by Business Owner or Budget Analyst and Approved by Budget Analyst)

Funds Identified and "Earmarked" for this Action

Line #	Account	Fund	Organization	Prog. Code	Sub-Class	Project Grant	Amount
1							
2							
3							
<b>Total</b>							

Routing - PLEASE COMPLETE ALL RELEVANT DATES BELOW

ROUTED TO	DATE SENT	APPROVAL SIGNATURE	DATE APPROVED
Division/Office Director	12/14/04	<i>[Signature]</i>	12-15-04
Budget		NA	
Procurement	12-16-04	<i>[Signature]</i>	12-16-04
Legal (as to legal form only)	2-24-05	<i>[Signature]</i>	2-24-05
Contractor	2-24-05	<i>[Signature]</i>	2-24-05
CIO or COO	2-25-05	<i>[Signature]</i>	
Contract Administration	2-28-05	NA	NA
Hard Copy to Contractor	2-28-05	NA	NA

Please see instructions.

GTA CON APPROVAL-1 REV 08/01/04

