



GTA Contract Title: Wireless Services

GTA Contract No. GTA 000187

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

Contractor: Southernlinc
FEI: XX-XXXXXXX
Product or Service: Wireless Services
\$ Value (this action): 0
Contract Period: 7/1/06-6/30/07, on a month to month basis
Payment Terms: Per Agency
This Action: Amendment to add Blackberry type equipment to the existing Wireless contract.
Procurement Type: ITB
Contractor Address: 600 West Peachtree Stree, # 20-R
Atlanta, GA 30308
Contractor Contact: Scott New @ 678-443-1859
GTA Contact: Suhas Uppalapati, Dir., Technology Planning
Financial Information: NA

Comments/Notes:

**Legal Approval:
(As to Form Only)**

JC 2/7/07
Initials **Date**

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

Office Director Signature

1/22/07
Date

If above \$200,000-

Sent for Signature on:

**AMENDMENT NO. 4
TO ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES**

This Amendment No. 4 (the "Amendment") is made this 19th day of December, 2006 (the "Amendment No. 4 Effective Date"), by and between the GEORGIA TECHNOLOGY AUTHORITY ("GTA") and SOUTHERN COMMUNICATIONS SERVICES, INC. d/b/a SouthernLINC Wireless ("Contractor") (each a "Party" and collectively, the "Parties").

WHEREAS, heretofore, the Parties entered into that certain wireless ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES (resulting from Wireless Communication Devices and Services RFP# GTA000187) on February 24, 2005, and as amended by (i) that certain Amendment No. 1, executed by the Parties and effective as of July 1, 2005, (ii) that certain Amendment No. 2, executed by the Parties and effective as of March 20, 2006, and (iii) that certain Amendment No. 3, executed by the Parties and effective as of July 1, 2006 (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 will have the respective meanings given to such terms in the Agreement.
2. **Service – BlackBerry.** The first sentence in the Agreement's Section 1.b is hereby amended by deleting 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"), wireless priority service ("WPS") and BlackBerry® wireless email service ("BlackBerry Services") (each individually a "Service," and collectively the "Services") are made under the terms and conditions herein."

3. **Warranty Disclaimer.** The Agreement's Section 6 titled "Warranty Disclaimer" is hereby amended by replacing the last sentence in Subsection (a) with the following new sentences: "THE LIMITED WARRANTY FOR THE HANDHELD IS ADMINISTERED BY CONTRACTOR. ANY WARRANTY FOR THE EQUIPMENT AND SOFTWARE IS SOLELY PROVIDED BY THE MANUFACTURER AND/OR DEVELOPER."

The Agreement's Section 6 titled "Warranty Disclaimer" is hereby further amended by appending the following Subsection (e) thereto:

"(e) Contractor disclaims any representations or warranties associated with the design or license of the Equipment or Software, in particular any circumstances where any Agency knows or should have known that: (i) failure of the Equipment or Software is likely to result in significant risks to health or safety; (ii) where fail-proof delivery of time-specific information is required; or (iii) in otherwise hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, and life support or weapons systems."

4. **Disclaimer of Certain Damages and Limitation of Liability.** The Agreement's Section 16 titled "Disclaimer of Certain Damages and Limitation of Liability" section is hereby amended by replacing "THE SERVICES" with "THE SERVICES AND/OR SOFTWARE".

5. Customer Representations. The Agreement's Section 17 titled "Customer Covenants" is hereby amended by appending the following new sentence to the end of it: "In addition to the above, each Agency understands and agrees the Agency will not cause the Equipment to be repaired, serviced, or otherwise accessed except by an authorized representative of Contractor."

6. Acceptable Use Policy. The Agreement's Section 24 titled "Acceptable Use Policy (the "Policy")" is hereby amended by replacing "Services" with "Services, Equipment, and/or Software."

7. Equipment; Services; Software. Exhibit A of the Agreement is amended by adding the following new Section 7 thereto:

"7. BlackBerry Services.

7.1 In addition to each Agency's other obligations contained in the Agreement, each Agency and their users will comply with the terms and conditions set forth below and in the Agreement. Contractor may provide BlackBerry Services to each Agency within the United States through Contractor's Equipment specified on the Order Page. This Agreement governs the purchase and/or use of certain BlackBerry® handhelds, software or accessories certified as iDEN compatible and approved by Research in Motion, Inc. ("RIM"), and all other related equipment or devices and any software applications embedded or loaded onto any of aforementioned equipment or devices used in connection with the Service (the "Handheld") as well as the purchase or use of Wireless Internet or Data Access Services. Any software loaded or embedded onto an Agency's Equipment from or by non-RIM or non-SouthernLINC vendors, sources or providers is done at that Agency's own risk. Any use of the Handheld, associated Software (as defined below), or accessories by any third party or an Agency's users will be deemed a use by the Agency. "Software" means any software loaded onto or embedded into the Handhelds and/or any software associated with such Agency's BlackBerry Enterprise Server ("BES") (if applicable), however provided to an Agency, together with all documentation related to the Software, and any bug fixes, updates or upgrades thereto provided by or on behalf of Contractor to each Agency as Contractor, in its discretion, generally makes such bug fixes, updates or upgrades available. "Equipment" means the Handheld, accessories, and Software.

7.2 Additionally, each Agency agrees to pay the license fee and service fees associated with the Software. For the purposes of including the Handheld and Software under the terms and conditions of the Agreement, the "Equipment, Services" references in the "Services" section, the "Equipment, Services" references in the Agreement's "Payment of Fees" section, "Equipment, Services" references in the Agreement's "Customer Representations" section, and "Equipment or Services" references in the Agreement's "Warranty Disclaimer" and "Disclaimer of Certain Damages and Limitation of Liability" sections are hereby deemed to include such Software; and "Service" and "Services" references in the Agreement are hereby deemed to include the Software.

7.3 Any Software, associated with each Agency's Handheld and identified as being for installation and use on a computer in conjunction with such Agency's Handheld, will be provided by RIM. For access to, and use of, such Software, each Agency will be required to agree to the RIM's terms and conditions.

7.4 Each Agency will pay the charges set forth in the Agreement that apply to Equipment and the Agency's use of the Services.

7.5 If, at any time, an Agency purchases a BES from Contractor, the Agency will pay the applicable fees associated with the BES and its applicable Software. An Agency's use of the BES Software will be governed by the terms and conditions between the Agency and RIM.

7.6 Each Agency agrees not to use any Software in connection with the products and/or services of any third party or to provide services for the benefit of any third party. All rights in the Equipment, 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. Each Agency agrees not to disclose the Software or make it available to anyone without Contractor's written consent. 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. Any software license associated with the Equipment will immediately terminate upon the earlier of: (i) termination or expiration of this Agreement, or (ii) any Agency's failure to comply with this section. Upon termination of any such software license, Agency will promptly destroy all copies of the Software and all accompanying materials and copies thereof, and provide a written certification confirming the same.

7.7 Each Agency agrees not to transfer any Equipment in violation of any laws, regulations, export controls or economic sanctions imposed by the U.S. Government, and are prohibited from using and/or exporting the Equipment outside of the United States. Each Agency is hereby warned that: (i) the Handhelds, Software, and/or accessories may include encryption software that is subject to domestic and foreign legal restrictions that restrict export, import and use of the Equipment; and (ii) the Agency is not permitted to roam to any country with the Equipment, unless otherwise advised by Contractor in writing. At all times during the Term, each Agency must be a licensed user of the Software and comply with the terms and conditions of such license. During the Term, each Agency hereby consents to allow Contractor's vendor and/or any of its parents, subsidiaries, or affiliates to provide Contractor with reports that include such Agency's End User Data or to send out a PIN blast or other communication (the "Communication") to such Agency's Handheld. For purposes of this section, "End User Data" means any information or data of any kind that personally identifies (or that can be used, together with other information or data, to personally identify) each Agency.

7.8 In addition to each Agency's other obligations contained in the Agreement, except to the extent these restrictions are prohibited by law, each Agency will not: (i) modify, reproduce, reverse engineer, decompile, disassemble or otherwise translate, modify or alter or create derivative works of any or all portion of the Equipment or Services or attempt to do so; (ii) 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 or attempt to do so; (iii) authorize, or acquiesce in, any other person engaging in these activities, or attempting to do so; or (iv) use the Equipment or Services or any information contained therein or otherwise provided by Contractor for the purposes of developing, or having developed, any products or services competitive with any of Equipment or Services. Upon notice to each Agency, the Agency must immediately cease and desist in any such activity.

7.9 Each Agency will pay the following charges and agree that the following terms and conditions apply to:

BLACKBERRY 7100i HANDHELD

<i>Description</i>	<i>Part Number</i>	<i>Public Sector Price</i>
BlackBerry 7100i Handheld	RIM-08960-00	\$149.00

BLACKBERRY 7100i ACCESSORY PRICE LIST

<i>Description</i>	<i>Part Number</i>	<i>Public Sector Price</i>
BlackBerry Car Charger	TESS-467692-00	\$22.99
BlackBerry External Battery Charger	TESS-464607-00	\$38.99
BlackBerry Leather Clip Holster (Black)	TESS-418723-00	\$16.99
BlackBerry Leather Swivel Holster (Black)	TESS-467936-00	\$17.99
BlackBerry Standard Battery	TESS-471813-00	\$31.99
BlackBerry Extended Battery and Door	TESS-472940-00	\$46.99
BlackBerry USB Charging Data Cable	TESS-496643-00	\$10.99

BLACKBERRY 7100i DATA PLANS

<i>Description</i>	<i>Public Sector Price</i>
BlackBerry Unlimited (Add to Voice Plan)	\$40.99
BlackBerry 5MB (Add to Voice Plan)	\$32.79
BlackBerry Unlimited Data Only (Noi Voice)	\$45.99

BLACKBERRY ENTERPRISE SERVER

<i>Description</i>	<i>Part Number</i>	<i>Public Sector Price</i>
Servers		
BlackBerry Enterprise Server 4.1 for Microsoft Exchange - 20 user	BES-SER4.1_ME_20-00	\$3,680
BlackBerry Enterprise Server 4.1 for IBM Lotus Domino - 20 user	BES-SER4.1_IBM_20-00	\$3,680
BlackBerry Enterprise Server 4.1 for Novell Groupwise - 20 user	BES-SER4.1_NOV_20-00	\$3,680
BlackBerry Enterprise Server 4.1 for Microsoft Exchange - 1 user	BES-SER4.1_ME_1-00	\$2,645
BlackBerry Enterprise Server 4.1 for IBM Lotus Domino - 1 user	BES-SER4.1_IBM_1-00	\$2,645
BlackBerry Enterprise Server 4.1 for Novell Groupwise - 1 user	BES-SER4.1_NOV_1-00	\$2,645
CALs (Client Access License)		
BlackBerry Enterprise Server CAL, 1 user	BES-CAL_1-00	\$85
BlackBerry Enterprise Server CAL, 5 user	BES-CAL_5-00	\$380
BlackBerry Enterprise Server CAL, 10 user	BES-CAL_10-00	\$630
BlackBerry Enterprise Server CAL, 50 user	BES-CAL_50-00	\$2,990
BlackBerry Enterprise Server CAL, 100 user	BES-CAL_100-00	\$5,520
BlackBerry Enterprise Server CAL, 500 user	BES-CAL_500-00	\$25,990
BlackBerry Enterprise Server CAL, 1,000 user	BES-CAL_1000-00	\$47,725

SMALL BUSINESS EDITION

<i>Description</i>	<i>Part Number</i>	<i>Public Sector Price</i>
Servers		
BlackBerry Enterprise Server 4.1 for Microsoft Exchange - 5 User SBE	BES-SBE4.1_ME_5-00	\$860
BlackBerry Enterprise Server 4.1 for IBM Lotus Domino - 5 User SBE	BES-SBE4.1_IBM_5-00	\$860
BlackBerry Enterprise Server 4.1 for Novell Groupwise - 5 User SBE	BES-SBE4.1_NOV_5-00	\$860
CALs		
BlackBerry Enterprise Server CAL, 1 user SBE	BES-SBE_CAL_1-00	\$85
BlackBerry Enterprise Server CAL, 5 user SBE	BES-SBE_CAL_5-00	\$380
Other		
BlackBerry Enterprise Server Full Product Upgrade SBE	BES-SBE_UPGRADE-00	\$2,645

BLACKBERRY ENTERPRISE SERVER S/MIME CAL FOR MICROSOFT EXCHANGE (GOV'T CUSTOMERS)

<i>Description</i>	<i>Part Number</i>	<i>Public Sector Price</i>
BlackBerry Enterprise Server S/MIME CAL, 1 user	BES-GOV_CAL_1-00	\$199
BlackBerry Enterprise Server S/MIME CAL, 5 user	BES-GOV_CAL_5-00	\$949
BlackBerry Enterprise Server S/MIME CAL, 10 user	BES-GOV_CAL_10-00	\$1,399
BlackBerry Enterprise Server S/MIME CAL, 50 user	BES-GOV_CAL_50-00	\$6,449
BlackBerry Enterprise Server S/MIME CAL, 100 user	BES-GOV_CAL_100-00	\$11,999
BlackBerry Enterprise Server S/MIME CAL, 500 user	BES-GOV_CAL_500-00	\$54,499
BlackBerry Enterprise Server S/MIME CAL, 1,000 user	BES-GOV_CAL_1000-00	\$99,999
Version Upgrades		
BlackBerry Enterprise Server 4.1 for Microsoft Exchange - Version Upgrade	BES-SBE4.1_ME_UPG-00	\$805
BlackBerry Enterprise Server 4.1 for IBM Lotus Domino - Version Upgrade	BES-SBE4.1_IBM_UPG-00	\$805
BlackBerry Enterprise Server 4.1 for Novell Groupwise - Version Upgrade	BES-SBE4.1_NOV_UPG-00	\$805
BES Set-Up Support		
BlackBerry Enterprise Server Set-Up Support - 12 months of RIM Only BES Server Support	BES-SERVER_SUPPORT-00	\$1,063

7.10 In addition to each Agency's other obligations contained in the Agreement, each Agency will pay the following charges, if applicable. Depending on the Agency's data access plan, the Agency may be charged on a per kilobyte ("kB") basis for the usage of such services. For use of the applicable data access services, any kB(s) in excess of the Agency's monthly allotted kB, as indicated on the Order Page, during a particular monthly billing cycle will be charged at the "Overage" rate per kB (as set forth on the Order Page), which charges are in addition to the Agency's monthly charge."

8. **Entire Agreement.** Except as expressly modified by this Amendment, the Agreement will be and remain in full force and effect in accordance with its terms and will constitute the legal, valid, binding, and enforceable obligations of GTA and Contractor. This Amendment, including the Agreement, is the complete agreement of the Parties and supersedes any prior agreements or representations, whether oral or written, with respect thereto. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will govern.

9. **Successors and Assigns.** This Amendment will be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

[Signatures contained on the following page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their authorized representatives and effective as of the Amendment No. 4 Effective Date.

SOUTHERN COMMUNICATIONS SERVICES, INC.

d/b/a SOUTHERNLINC WIRELESS

By: 

Name: Rodney H. Johnson
Title: VP Sales & Distribution
Date: February 5, 2007

GEORGIA TECHNOLOGY AUTHORITY

By: 

Name: **David J. Hightower**
Title: **Sr. Technology Planning Officer**
Date: **2/12/07**