

**AMENDMENT No. 05 TO
ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES
AGREEMENT**

CONTRACT NUMBER 98000-GTA Direct-CONTRACT-4666-ATT

This Amendment No. 05 (the "Amendment No. 05") is made this 8th day of June, 2023, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **AT&T CORP.** ("Contractor"), a New York corporation (each a "Party" and, collectively the "Parties").

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective on October 26, 2020 (the "Agreement"), with respect to certain services to be provided to GTA by Contractor, as more particularly described therein, as amended by the following amendment collectively, the 98000-GTADirect Contract-4666-ATT and all the Amendments hereinafter referred to as the "Agreement":

Amendment No. 01, entered into on September 24, 2020;
Amendment No. 02, entered into on November 30, 2020;
Amendment No. 03, entered into on May 21, 2021; and
Amendment No. 04, entered into on December 12, 2022.

WHEREAS, the Parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the promises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. The Agreement is hereby amended by extending the term from July 1, 2023 until June 30, 2024.
2. 14.10 Notice. The content of Section 14.10 of the Agreement is deleted and replaced with the new content below:

Any notice required or permitted under this MSA shall be in writing sent to the addressee listed below, and will be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet). Each Party may change its addressee information by notice pursuant to this provision.

To GTA	To Service Provider
Georgia Technology Authority	AT&T Corp.
47 Trinity	1057 Lenox Park Blvd.
Atlanta, GA 30334-9006	Atlanta, GA 30319
Attn: Contract Manager	Attn: David Walker
Telephone: (404) 463-2300	Telephone (404) 356-4520
Fax: (404) 651-5333	Email: david.walker@att.com

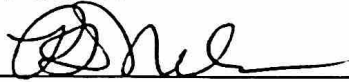
3. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

- 4. Successors and Assigns. This Amendment No. 05 shall be binding upon and inure to the benefit of successors and permitted assigns of the parties hereto.

- 5. Entire Agreement. Except as expressly modified by this Amendment No. 05, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 05 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 05 to be duly executed by their authorized representatives as of the date set forth above.

AT&T CORP.

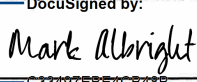
By: 

Name: Phil Nelson

Title: Sales Manager

Date: 6/8/2023

GEORGIA TECHNOLOGY AUTHORITY

By: 

Name: Mark Albright

Title: Customer Experience Officer

Date: 6/12/2023

EXHIBIT A

**Contractor Affirmations
Scrutinized Companies – O.C.G.A. § 50-5-84**

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a “scrutinized company.”

A **scrutinized company** is a company conducting business operations in Sudan, that is involved in power production activities, mineral extraction activities, oil- related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. § 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

Additionally, a **scrutinized company** is defined as any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit owned or operated by the Government of China, Russia or Belarus.

If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

 X I certify that my company is **NOT** a “scrutinized company.”

 I certify that my company **IS** a “scrutinized company.”

 I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-84.

Vendor Name: AT&T CORP

Contract Number: 98000-GTADirect-Contract-4666-ATT

Signed by: 

Email: pn2576@att.com

EXHIBIT B

**Contractor Affirmations
Boycott of Israel - O.C.G.A. § 50-5-85**

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it has not nor will engage in a "Boycott of Israel." The State of Georgia passed a law that requires our current and future supplier certify that they will not boycott Israel in accordance with O.C.G.A. § 50-5-85.

"Supplier certifies that the Supplier is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85."

False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy. If the Supplier is engaged in or has previously participated in a boycott of Israel, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit that company to submit a bid or proposal. Any company that has engaged in a boycott of Israel desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:


 X I certify that my company is **NOT** engaged in a boycott of Israel.

 I certify that my company **IS** engaged in a boycott of Israel.

 I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-85.

Vendor Name: AT&T Corp

Contract Number: 98000-GTADirect-CONTRACT-4666-ATT

Signed by: 

Email: pn2576@att.com