AMENDMENT No. 43 TO GEORGIA TECHNOLOGY AUTHORITY ENTERPRISE AGREEMENT FOR SERVICES AND DEVICES TO PROVIDE THE SERVICE

CONTRACT NUMBER 9800-GTA794-V, dated December 30, 2013

This Amendment No. 43 ("Amendment No. 43") is made this 15th day of November 2023, by and among the GEORGIA TECHNOLOGY AUTHORITY ("GTA") and CELLCO PARTNERSHIP (A DELAWARE PARTNERSHIP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP (A DELAWARE LP) D/B/A VERIZON WIRELESS ("VERIZON WIRELESS") ("Contractor"), each a "Party" collectively the "Parties".

WHEREAS, heretofore GTA entered into that certain Enterprise Agreement for Services and Devices to Provide the Service effective on December 30, 2013, having contract number 9800-GTA794-V, as amended, with respect to certain products and services to be provided to GTA by Contractor, as more particularly described therein (the "Enterprise Agreement").

WHEREAS, the Enterprise Agreement has been amended by mutual agreement of GTA and Contractor as follows:

Amendment No. 3, October 16, 2015; Amendment No. 4, March 31, 2016; Amendment No. 5, May 12, 2016; Amendment No. 6, June 8, 2016; Amendment No. 7, July 21, 2016; Amendment No. 8, October 5, 2016; Amendment No. 9, November 18, 2016; Amendment No. 10, November 30, 2016; Amendment No. 11, December 23, 2016;

Amendment No. 1, April 25, 2014; Amendment No. 2, March 10, 2015;

Amendment No. 12, March 30, 2017;

Amendment No. 13, April 25, 2017; Amendment No. 14, July 17, 2017;

Amendment No. 14, July 17, 2017;

Amendment No. 15, September 22, 2017;

Amendment No. 16, October 31, 2017; Amendment No. 17, December 22, 2017;

Amendment No. 18, January 10, 2018;

Amendment No. 19, March 22, 2018;

Amendment No. 20, April 19, 2018;

Amendment No. 21, May 10, 2018;

Amendment No. 22, August 29, 2018;

Amendment No. 23, January 9, 2018;

Amendment No. 24, March 7, 2019;

Amendment No. 25, June 17, 2019;

Amendment No. 26, June 8, 2020;

Amendment No. 27, June 24, 2020;

Amendment No. 28, October 26, 2020; Amendment No. 29, December 16, 2020;

Amendment No. 30, February 18, 2021;

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Amendment No. 31, March 18, 2021;
Amendment No. 32, March 25, 2021;
Amendment No. 33, April 16, 2021;
Amendment No. 34, May 13, 2021;
Amendment No. 35, May 28, 2021;
Amendment No. 36, June 29, 2022;
Amendment No. 37, July 29, 2022;
Amendment No. 38, August 12, 2022;
Amendment No. 39, October 5, 2022;
Amendment No. 40, May 1, 2023;
Amendment No. 41, June 5, 2023;
Amendment No. 42, October 26, 2023.
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WHEREAS the Parties wish to further amend the Enterprise Agreement by incorporating additional services and revising price plans made available under the Enterprise Agreement as further provided herein. The Enterprise Agreement shall include original agreement as well as all amendments;

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. <u>Pricing.</u> The Enterprise Agreement is hereby amended by deleting the Verizon Wireless Pricing and Equipment Offer (effective May 1, 2023) in Appendix C ("Verizon Wireless Response to RFP 98000-GTA 794"), as previously amended, and replacing it with the revised Appendix C, attached to this Amendment 43 as Exhibit A. Any terms conditions contained in the revised Verizon Wireless Pricing and Equipment Offer (effective September 7, 2023) in Appendix C that contradict the terms and conditions of the Enterprise Agreement are considered null and void.
- 2. <u>Definitions.</u> All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Enterprise Agreement.
 - 3. <u>Successors and Assigns</u>. This Amendment No. 43 shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.
 - 4. Entire Agreement. Except as expressly modified by this Amendment No. 43, the Enterprise 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. In the event of any inconsistencies between the Enterprise Agreement and this Amendment No. 43, the terms of this Amendment No. 43 shall control. This Amendment No. 43 and the Enterprise 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. 43 to be duly executed by their authorized representatives as of the date set forth above.

CELLCO PARTNERSHIP D/B/A **GEORGIA TECHNOLOGY** VERIZON WIRELESS AND VERIZON **AUTHORITY** WIRELESS OF THE EAST LP D/B/A VERIZON WIRELESS DocuSigned by: Name: Mark Albright Name: Clifton Miller, Jr. Title: Customer Experience Officer Title: <u>Director, Contract Management</u> Date: _____

Date: 12/5/2023