

AMENDMENT No. 2 TO
Georgia Technology Authority Enterprise Agreement
for Services, Equipment and/or Software
CONTRACT NUMBER 980-280008

This Amendment No. 2 is made this 26th day of June, 2009, by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **MOTOROLA, INC.** ("Contractor").

WHEREAS, heretofore GTA entered into that certain Agreement for Services, Equipment and/ or Software on December 20, 2007, with respect to certain services to be provided to GTA by Contractor, as more particularly described therein and particularly described therein:

WHEREAS, the parties wish to 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 is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. The Agreement is hereby amended by extending the Term until **June 30, 2010**.
2. Resellers. This Agreement is hereby amended to add the following as is hereby made apart of the agreement.

Motorola has many dealers and resellers that are authorized to sell certain products directly to end users. Eligible Georgia Enterprise Agreement users and end-customers may request that Motorola authorize a dealer or reseller to utilize pricing or terms and conditions of this agreement. For the convenience of eligible purchasing agencies, Motorola may authorize select dealers or resellers to sell limited products directly to end-user customers at the published discounted contract price or lower, based on each dealer's or reseller's financial model.

In the event that a purchaser desires to purchase from a dealer or reseller, a request will need to be submitted to the authorized Motorola manager for consideration and approval. The dealer or reseller is not permitted to use this agreement without this approval. The purchaser will be responsible for contracting directly with the dealer or reseller and unless stated otherwise on the buyers purchase order, the terms and conditions of this agreement shall apply between the dealer or reseller and the purchaser. Motorola assumes no responsibility or liability related to the contract transaction between the dealer or reseller and the user.

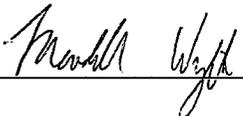
3. Exhibit G - Authorized Resellers. The Agreement is hereby amended to add Exhibit G - Authorized Resellers, and is made a part of this Agreement. Contractor shall provide a list of the Authorized Resellers (Company Name, Address and Contact information), thereafter Motorola shall provide an updated list of Authorized Resellers annually.
4. Attachment A, is hereby deleted in its entirety and replaced with the revised Attachment A, Products, Services and Software, dated June, 2009.
5. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

6. Successors and Assigns. This Amendment No. 2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
7. Entire Agreement. Except as expressly modified by this Amendment No. 2, 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. 2 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. 2 to be duly executed by their authorized representatives as of the date set forth above.

MOTOROLA INC.

GEORGIA TECHNOLOGY AUTHORITY

By: 

By: 

Name: Marshall Wright

Name: CHARLES BRODUS III

Title: MSSI VP & Director, Sales

Title: PROCUREMENT DIRECTOR

Date: June 30, 2009

Date: 6/30/09