

**AMENDMENT No. 2 TO**  
**Master Services Agreement for GTA Direct Services**  
CONTRACT NUMBER 98000-GTADirect Contract-4666-ZOO

This Amendment No. 2 is made this 6 day of April, 2021, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **Zoom Video Communications, Inc.** ("Contractor").

WHEREAS, heretofore GTA and Zoom entered into that certain Master Services Agreement effective on October 1, 2020 ("Agreement"), with respect to the facilitation of accelerated procurement of services by eligible agencies, as more particularly described therein as amended by the following amendment (collectively, the Master Services Agreement for GTA Direct Services and all the Amendments hereinafter referred to as the "Agreement"):

Amendment No. 1 entered into on March 23, 2021.

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. Services. The content of "ZOOM - Exhibit 1 Catalogue of Services, Services Levels, Pricing 98000-GTADirect-CONTRACT-4666-ZOO" of this Agreement is updated to add the Phone Professional Services. The updated Phone Professional Services are attached to this amendment as Attachment 1.
2. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
3. 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.
4. 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.

**Zoom Video Communications, Inc.**

**GEORGIA TECHNOLOGY AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





