

AMENDMENT TO CO-MARKETING AGREEMENT

This Amendment (“**Amendment**”) amends the Microsoft Co-Marketing Agreement entered into on March 3, 2022 (the “**Agreement**”) by Microsoft Corporation (“**Microsoft**”) and Fulton County, Georgia on behalf of the Fulton County Arts & Culture Department. (“**County**”). This Amendment is effective as of the last date signed below (the “**Amendment Effective Date**”).

RECITALS

1. The parties previously entered into the Agreement through which the parties agreed to undertake certain co-marketing activities; and
2. The parties wish to add additional co-marketing terms; and
3. In consideration of mutual promises and covenants contained in this Amendment, the parties agree to amend the Agreement as follows:

AMENDMENT

1. Defined terms herein shall have the same meaning as set forth in the Agreement, except as otherwise provided.
2. Section 6(a) of the Agreement is amended in its entirety to read as follows:
Term. The term of this Agreement starts on the Effective Date and terminates two (2) years thereafter, with an option to renew for an additional one (1) year upon mutual agreement of the parties, unless terminated earlier by either party according to Section 6(b) (Termination) below.
3. The first paragraph of Section 2 of Exhibit A-1 (Marketing Plan No. 1) is amended in its entirety to read as follows:

Microsoft will pay Organization Forty Thousand Dollars (US \$40,000) (“*Payment*”) to be utilized in accordance with this Marketing Plan (which has been paid in full). In addition, Microsoft will support the Public Art Futures Lab via an additional contribution of Ten Thousand Dollars (US \$10,000) to support facility and operations expenses (to be paid on or around December 31, 2022). Organization will invoice Microsoft in accordance with Microsoft payment processes, and Microsoft will pay the fee Net 30 from receipt of Organization’s invoice.
4. Section 8 of Exhibit A-1 (Marketing Plan No. 1) is amended in its entirety to read as follows:

The initial term of this Exhibit A starts on the Exhibit Effective Date and ends on December 31, 2023. Sections 5(d) and 8 of this Exhibit will survive termination of this Exhibit A or the Agreement.
5. This Amendment amends, modifies, and supersedes to the extent of any inconsistencies, the provisions of the Agreement. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Amendment to be executed by their duly authorized representatives and intend it to be effective as of the Amendment Effective Date.

MICROSOFT CORPORATION

FULTON COUNTY, GEORGIA

By: _____

By: _____

Name: Ryan Gaspar

Name:

Title: Director of Strategic Partnerships

Title:

Date: _____

Date: _____

ATTEST:

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

APPROVED AS TO CONTENT

By: _____

Name:

Title: