

**AMENDMENT No. 16 TO
GEORGIA TECHNOLOGY AUTHORITY
RESELLER AGREEMENT FOR ORACLE PRODUCTS AND SERVICES
CONTRACT NUMBER 9800-RFP-000000112-62015MYT**

This Amendment No. 16 is made this 26 day of January 2023, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **MYTHICS, INC** ("Reseller").

WHEREAS, heretofore GTA and Reseller entered into that certain Reseller Agreement for Oracle Products and Services on June 30, 2015 (the "Reseller Agreement"), with respect to certain services to be provided to GTA by Reseller, as more particularly described therein.

WHEREAS, the Reseller Agreement was amended by the following amendments:

Amendment No. 1 entered into on November 18, 2015;
Amendment No. 2 entered into on May 17, 2017;
Amendment No. 3 entered into on May 22, 2017;
Amendment No. 4 entered into on April 15, 2018;
Amendment No. 5 entered into on June 18, 2018;
Amendment No. 6 entered into on February 22, 2019;
Amendment No. 7 entered into on January 1, 2019;
Amendment No. 8 entered into on July 1, 2019;
Amendment No. 9 entered into on July 25, 2019;
Amendment No. 10 entered into on June 24, 2020;
Amendment No. 11 entered into on June 29, 2021;
Amendment No. 12 entered into on July 8, 2021;
Amendment No. 13 entered into on July 19, 2021;
Amendment No. 14 entered into on February 22, 2022; and
Amendment No. 15 entered into on April 4, 2022.

WHEREAS, the parties wish to amend the Reseller Agreement, as amended, to make those certain changes set forth herein (as amended, the "Agreement").

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. Fee for Administrative Services. The Agreement is hereby amended by deleting Section 19 in its entirety and replacing it with the follow:

Reseller agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Reseller to meet this obligation. Reseller shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

1.1. Reseller shall pay to GTA a Fee equal to two and one half percent (2.5%) of the total dollar amount collected from Agencies for all sales under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds). Payment for each Payment Period must be received on or before the fifteenth day of the following month immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of Jul. -Sept. 2023 is due on or before Nov. 15, 2023). Payments are to be mailed to:

Georgia Technology Authority
47 Trinity Avenue, 3'd Floor,
Atlanta GA 30334
Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

1.2. Reseller shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Usage Report for the quarterly Payment Period of Jul. - Sept. 2023 is due on or before Oct. 31, 2023). Each Usage Report shall reflect, at a minimum, the following information for the applicable Payment Period:

- (a) Reseller's name
- (b) Contract number
- (c) Payment Period/quarter
- (d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)
- (e) The number, date, and amount of Reseller's check to GTA.

GTA may require the Reseller to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Reseller to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

- 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. 16 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. 16, 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. In the event of any inconsistencies between the Reseller Agreement, as amended, and this Amendment No. 16, the terms of this Amendment No. 16 shall control. This Amendment No. 16 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. 16 to be duly executed by their authorized representatives as of the date set forth above.

MYTHICS, INC.

GEORGIA TECHNOLOGY AUTHORITY

By: Deonte J. Watters

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By: Mark Albright
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Name: Deonte J. Watters, CCMAP

Name: Mark Albright

Title: Vice President, Contracts

Title: Customer Experience Officer

Date: 1/26/2023

Date: 1/27/2023