

**AMENDMENT No. 2 TO  
Reseller Agreement for Oracle Products and Services  
CONTRACT NUMBER RFP98000-2659-BIAS**

This Amendment No. 2 is made this 10<sup>th</sup> day of February, 2019, by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **BIAS CORPORATION, (hereinafter referred to as "Reseller")**.

WHEREAS, heretofore GTA entered into that certain Agreement for Services **effective on February 28, 2018**, with respect to certain services to be provided to GTA by Reseller, as more particularly described therein as amended by the following amendments (collectively, the **Reseller Agreement for Oracle Products and Services** and all the Amendments hereinafter referred to as the "Agreement"):

Amendment No. 1, entered into on July 2, 2018;

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. **Executive Summary** The fourth paragraph of the Executive Summary is hereby deleted in its entirety and is replaced with the following:  
**All Purchase Orders issued to Reseller by the State Entity over \$100,000, excluding support renewals, shall be sent to GTA for review and comment prior to fulfilling the Purchase Order.**
2. **Term.** The Agreement is hereby amended by extending the Term until **June 30, 2020**.
3. **Definitions.** All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
4. **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.
5. **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.1 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.

**BIAS CORPORATION**

DocuSigned by:  
By: Jeff Harvey  
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Name: Jeff Harvey

Title: President

Date: 02/05/2019

**GEORGIA TECHNOLOGY AUTHORITY**

By: Chris McClendon

Name: Chris McClendon

Title: Chief Procurement Officer

Date: 2-7-19