

AMENDMENT No. 4 TO
Reseller Agreement for Oracle Products and Services
CONTRACT NUMBER 9800-RFP000000112-62015DLT

This Amendment No. 4 is made this 15th day of April, 2018, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **DLT SOLUTIONS LLC**, (hereinafter referred to as "**Reseller**").

WHEREAS, heretofore GTA entered into that certain Agreement for Services **effective on June 30, 2015**, with respect to certain services to be provided to GTA by Reseller, as more 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 to begin **February 28, 2018** and end on **June 30, 2019**.
2. **Solicitation Number** The Agreement is hereby amended and Solicitation Number RFP No. GTA 9800-000000112 is grandfathered into Solicitation Number 98000-0000002659, as specified.
3. **Contract Number** The Agreement is hereby amended Contract No. 9800-GTA-000000112-62015DLT is deleted in its entirety and is replaced with the following RFP98000-2659-DLT.
4. **Effective Date** The Agreement is hereby amended and the Effective Date is changed from June 30, 2015 to February 28, 2018. There may be up to five (5) one-year renewal of the term as mutually agreed to in writing by GTA and Reseller.
5. 19. **Fee for Administrative Services.** The Agreement is hereby amended to delete subsection 19.1. to be replaced effective July 1, 2018, as follows:

Reseller shall pay to GTA a Fee equal to two and one half percent (2.5%) of the total dollar amount collected from any State Entity for all sales under this Agreement during each Payment Period (excluding sales tax and adjusted for credits or refunds). Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Payment for the quarterly

Payment Period of July-September 2018 is due on or before October 31, 2018). Payments are to be mailed to:

Georgia Technology Authority
47 Trinity Avenue, 3rd Floor
Atlanta, Georgia 30334
Attention: Accounts Receivables

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.

6. **Definitions.** All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
7. **Successors and Assigns.** This Amendment No. 4 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

8. Entire Agreement. Except as expressly modified by this Amendment No. 4, 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. 4 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. 4 to be duly executed by their authorized representatives as of the date set forth above.

DLT SOLUTIONS LLC

By: **Francis Enaholo**
Digitally signed by Francis Enaholo
DN: cn=Francis Enaholo, o=DLT Solutions, LLC, ou=Contracts, email=francis.enaholo@dlts.com, c=US
Date: 2018.05.31 14:02:20 -0400

Name: Francis Enaholo

Title: Contracts Manager

Date: 05/31/2018

GEORGIA TECHNOLOGY AUTHORITY

By: 

Name: Chris McClendon

Title: CPO

Date: 6-4-18