

**ADDENDUM No. 1 TO
ORACLE RESLLER AGREEMENT
CONTRACT NUMBER: RFP98000-2659-MYT**

This Addendum No. 1 is made this 1st day of July, 2019, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **MYTHICS, INC.** ("Contractor").

WHEREAS, heretofore GTA entered into that certain Oracle Reseller Agreement on July 1, 2019, ("Agreement") with respect to certain services to be provided to GTA by Contractor, 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. Section 3. Rights Granted. The Agreement is hereby amended by deleting the second sentence of this section in its entirety and substituting with the following:

You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose on your behalf for the purposes set forth in this agreement, subject to the terms of this agreement and you are responsible for their compliance with this agreement in such use.

2. Section 15. Other. The Agreement is hereby amended by deleting subsection h of this section in its entirety and substituting with the following:

Oracle Programs, including the Operating System, Integrated Software, any Programs installed on the Hardware and/or documentation, delivered to U.S. Government end users are "commercial computer software" as defined in the Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the Programs, including the Operating System, Integrated Software, any Programs installed on the Hardware, and/or documentation, shall be subject to the license and license restrictions set forth in this agreement.

3. Article 2. Section 3. Rights Granted – The Agreement is hereby amended under Article 2. Section 3. Rights Granted in sentence four the word "delivery" is replaced with the word "shipment".
4. Article 2. Section 4. Ownership and Restrictions. The Agreement is hereby amended by deleting the Ownership and Restrictions section in its entirety and substituting the following new Ownership and Restrictions section in lieu thereof as follows:

Oracle or its licensors retain all ownership in the intellectual property rights to the Programs, Hardware, the Operating System, Integrated Software, and Integrated Software Options. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from Services provided by Oracle. Title to the Programs, Operating System, Integrated Software and/or Integrated Software Options is retained by Oracle and shall not pass to you or any third party. You are prohibited from duplicating the Programs, Operating System, Integrated Software and/or Integrated Software Options except that you may

make a sufficient number of copies of each Program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle Programs and/or Hardware is specified in the Program documentation, readme files, notice files, installation details and/or Hardware documentation. Such third-party technology is licensed to you under the terms of the third-party technology license agreement specified in the Program documentation, readme files, notice files, installation details and/or Hardware documentation and not under the terms of this agreement.

You may not:

- remove or modify any Program or Hardware, Operating System, Integrated Software and/or Integrated Software Options markings or any notice of Oracle's or its licensors' proprietary rights;
 - make the Programs, Operating System, Integrated Software, Integrated Software Options and/or materials resulting from the Services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the Services you have acquired) and you may not provide any timesharing, hosting, outsourcing, subscription service, leasing, or rental use of the Programs;
 - cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs, Operating System, Integrated Software and/or Integrated Software Options (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
 - publish results of any benchmark tests run on the Programs and/or Hardware without Oracle's prior written consent;
5. Attachment A – Oracle Standard Definition and Products. The Agreement is hereby amended by deleting the 1.1 Definitions of this section in its entirety and substituting the following new Definitions section in lieu thereof as follows:
- This Agreement incorporates by reference the most recent Oracle License Definitions and Rules which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your license, You need to review the definitions for the licensing metric and term designation as well as the licensing rules. Oracle's license rules and definitions are subject to change for future purchases referencing this agreement.
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 Addendum No. 1 shall be binding upon and inure to the benefit of successors and permitted assigns of the parties hereto.
8. Entire Agreement. Except as expressly modified by this Addendum No. 1, 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 Addendum 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 Addendum No. 1 to be duly executed by their authorized representatives as of the date set forth above.

MYTHICS, INC.

By: Deonte J. Watters

Name: Deonte J. Watters, CCMAP

Title: Director of Contracts

Date: 3/14/2019

GEORGIA TECHNOLOGY AUTHORITY

By: Chris McClendon

Name: Chris McClendon

Title: Chief Procurement Officer

Date: 3-14-19