

Contract Number: 9800-0000002659
AMENDMENT No. 4 TO
Reseller Agreement for Oracle Products and Services
CONTRACT NUMBER 9800-RFP000000112-62015MYT

This Amendment No. 4 is made this 15th day of April, 2018, by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **MYTHICS, INC., (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-000000112-62015MYT is deleted in its entirety and is replaced with the following RFP98000-2659-MYT.
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. **Ownership and Restriction** The Agreement is hereby amended under 4. Ownership and Restriction to delete this Section in its entirety and replace it with the following:

4. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. 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 is retained by Oracle and shall not pass to you or any third party. You are prohibited from duplicating the programs 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 is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement.

You may not:

- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs 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 leasing, timesharing, hosting, outsourcing, subscription service or rental use of the programs ;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);
- publish results of any program benchmark tests run on the programs without Oracle's prior written consent;

6. **Entire Agreement** The Agreement is hereby amended under 12. Entire Agreement to add to the end of this Section the following:

Notwithstanding the above, additional terms specific to Oracle services, which are required by Oracle at the time of the applicable order shall be provided to you and will apply to Oracle services under this agreement.

7. **Export** The Agreement is hereby amended under 14. Export to delete this Section in its entirety and replace it with the following:

14. Export

Export and import laws and regulations of the United States and any other relevant local export and import laws and regulations apply to the programs. You agree that such export and import control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export and import laws and regulations (including "deemed export and import" and "deemed re-export and re-import" regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported and imported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

8. **19. Fee for Administrative Services.** The Agreement is hereby amended to delete subsection 1.1. 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.

- 9. **Definitions.** All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
- 10. **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.
- 11. **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.

MYTHICS, INC.

GEORGIA TECHNOLOGY AUTHORITY

By: Dale Darr

By: [Signature]

Name: Dale Darr

Name: Chris McClendon

Title: VP, Contracts Compliance

Title: CPO

Date: 15 May 2018

Date: 5-17-18