

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AGREEMENT EXERCISING THE THIRD AND FINAL OPTION  
TO RENEW THE PRODUCTS AND SERVICES AGREEMENT**

*(Mythics LLC)*

This Agreement Exercising the Third and Final Option to Renew the Products and Services Agreement ("**Third and Final Renewal Agreement**") by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and Mythics LLC, with offices located at 4525 Main Street, Ste 1500, Virginia Beach, VA 23462 ("**Vendor**") is entered into as of this July 1, 2023 ("**Effective Date**").

**RECITALS**

- A. The Board and Vendor entered into that certain Products and Services Agreement for a term commencing January 1, 2016 and continuing through December 31, 2018 ("**Original Agreement**") (authorized by Board Report: 15-1216-PR12 ), with the Board having two (2) options to renew for a period of one (1) year each;
- B. The Board exercised its first option to renew the the Products and Services Agreement, and the parties entered into that certain First Renewal Agreement for a term commencing on January 1, 2019 and continuing through December 31, 2019 pursuant to Board Report 18-1024-PR8 ("**First Renewal Agreement**") with the Board having one (1) option to renew for a period of one (1) year each. The Original Agreement and the First Renewal Agreement shall be collectively referred to herein as the "**Existing Agreement**;" and
- C. The Board and Vendor entered into that certain "Amendment to Contract to Exercise First Option to Renew Products and Services Contract" ("**First Amendment**") on July 1, 2019 (authorized by Board Report: 19-0626-PR9), The First Amendment: 1) Added to the scope of Products and Services to be obtained by the Board from Vendor; 2) Amended the First Renewal Term such that it continued through June 30, 2022, unless sooner terminated as provided in the Contract (as defined therein); 3) Amended the options to renew the Contract (as defined tethering) such that the Board had two (2) options to renew the Contract for respective periods of (1) year each after the expiration of the amended First Renewal Term; and 4. Increased the compensation to be paid during the amended First Renewal Term from \$800,000 to \$7,246,470, as may be amended. In addition, the Ordering Documents attached to and incorporated into the First Amendment as Exhibit 2B and the Cloud Descriptions attached to and incorporated into the First Amendment as Exhibit A were added to describe the additional products and services that Vendor shall provide during the First Renewal Term upon the Effective Date of the First Amendment. Moreover, the First Amendment added Exhibit B (Rate Card Pricing for IaaS/PaaS Public Cloud Services), and
- D. The Board exercised its second option to renew the the Products and Services Agreement, and the parties entered into that certain Second Renewal Agreement for a term commencing on July 1, 2022 and continuing through June 30, 2023 pursuant to Board Report 22-0427-PR9 ("**Second Renewal Agreement**") with the Board having one (1) option to renew for a period of one (1) year. The Original Agreement, First Renewal Agreement, First Amendment, and Second Renewal Agreement, shall be collectively referred to herein as the "Existing Agreement", and
- E. The Board now desires to exercise the third and final option to renew the Original Agreement upon the terms and conditions as set forth in this Third and Final Renewal Agreement, and Vendor accepts this Third and Final Renewal Agreement on the terms and conditions hereinafter set forth. The Existing Agreement and this Third and Final Renewal Agreement are collectively referred to as the "**Agreement**."

**NOW THEREFORE**, in consideration of the foregoing, which are incorporated into and made a part of this Third and Final Renewal Agreement by this reference, and the mutual covenants contained herein, the parties agree as follows:

1. **Definitions:** Any and all capitalized terms contained in this Third and Final Renewal Agreement, and not defined herein, shall have the definition as set forth in the Original Agreement.

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2. **Third and Final Renewal Term:** The term of this Third and Final Renewal Agreement shall commence on July 1, 2023 and continue through June 30, 2024 (“**Third and Final Renewal Term**”), unless terminated sooner as provided in the Original Agreement. The Board shall have no remaining options to renew the Agreement after the Third and Final Renewal Term expires.

3. **Scope of Services:** During the Third and Final Renewal Term, Vendor shall continue to provide the Services as set forth and described in the Existing Agreement.

4. **Compensation:** During the Third and Final Renewal Term, Vendor shall continue to be paid in accordance with the pricing set forth in the Exhibits attached to and incorporated into the Existing Agreement. The maximum compensation payable to Vendor during the Third and Final Renewal Term shall not exceed the amount stated in the Board Report, which is referenced on the signature page of this Third and Final Renewal Agreement, as may be amended (“**Maximum Compensation Amount**”). It is understood and agreed that the Maximum Compensation Amount is a ‘not-to-exceed amount’ and is not a guaranteed payment. The Board shall not reimburse for any expenses.

Compensation shall be based on actual Services performed during the Third and Final Renewal Term and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other agreement between Vendor and the Board.

5. **Entire Agreement:** Except as expressly provided in this Third and Final Renewal Agreement, all terms and conditions of the Existing Agreement shall remain in full force and effect during the Third and Final Renewal Term.

6. **Counterparts and Electronic Signatures:** This Third and Final Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both parties.

7. **Board Approval:** This Third and Final Renewal Agreement is subject to approval by the members of the Board of Education of the City of Chicago.

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**IN WITNESS WHEREOF**, the parties have caused this Third and Final Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date.

**BOARD OF EDUCATION  
OF THE CITY OF CHICAGO**

<sup>DS</sup>  
ES

**MYTHICS LLC**

DocuSigned by:  
By: Jianan Shi  
D5028923404041E...  
Jianan Shi, President

By: Deonte J. Watters

Name: Deonte J. Watters, CCMAP

Title: Vice President of Contracts

Date: July 13, 2023

DocuSigned by:  
Attest: Susan Narrajos  
AD0B240310B6449...  
Susan Narrajos, Secretary

Date: July 24, 2023 | 1:39:36 PM CDT

DocuSigned by:  
By: Pedro Martinez  
AA17760A4B2446C...  
Pedro Martinez, Chief Executive Officer

Board Report No. 23-0524-PR10

Approved as to Legal Form: <sup>DS</sup> 78 <sup>DS</sup> JDE <sup>DS</sup> ES

DocuSigned by:  
By: Ruchi Verma  
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Ruchi Verma, General Counsel