

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AGREEMENT EXERCISING THE SECOND OPTION
TO RENEW THE PRODUCTS AND SERVICES CONTRACT**

(MYTHICS, INC.)

This Agreement Exercising the Second Option to Renew the Products and Services Contract ("**Second 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, Inc., with offices located at 4525 Main Street, Suite 1500, Virginia Beach, VA 23462 ("**Vendor**") is entered into as of July 1, 2022 ("**Effective Date**"). The Board and Vendor are hereinafter at times referred to collectively as the "**Parties**."

RECITALS:

- A. The Board and Vendor entered into that certain Products and Services Contract ("**Original Contract**") (authorized by Board Report No. 15-1216-PR12) for a term commencing on January 1, 2016 and ending December 31, 2018, with the Board having two (2) options to renew for respective one (1) year terms.
- B. Effective as of January 1, 2019, the Board and Vendor entered into that certain "Contract To Exercise First Option To Renew Products And Services Contract" (authorized by Board Report 18-1024-PR8) ("**First Renewal Contract**"). Pursuant to the First Renewal Contract, the First Renewal Term (as defined therein) commenced January 1, 2019 and continued through December 31, 2019 unless sooner terminated as provided in the Contract (as defined therein), with the Board having one (1) option to renew the Contract for one (1) year after the expiration of the First Renewal Term. In addition, the First Renewal Contract replaced Group Exhibit 2 (Ordering Documents) attached to the Original Contract with Exhibit 2A (Ordering Documents) attached to and incorporated into the First Renewal Contract for the First Renewal Term.
- C. Effective as of July 1, 2019, the Board and Vendor entered into that certain "Amendment To Contract To Exercise First Option To Renew Products And Services Contract" (authorized by Board Report 19-0626-PR9) ("**First Amendment**"). 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 therein), such that the Board had two (2) options to renew the Contract for respective periods of one (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).
- D. The Original Contract, as renewed by the First Renewal Contract as further amended by the First Amendment, is hereinafter referred to as the "**Existing Agreement**."
- E. The Board now desires to exercise the second option to renew the Existing Agreement upon the terms and conditions as set forth in this Second Renewal Agreement, and Vendor accepts this Second Renewal Agreement on the terms and conditions hereinafter set forth. The Existing Agreement and this Second Renewal Agreement shall be collectively referred to herein as the "**Agreement**."

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Any and all capitalized terms shall have the same meaning as defined in the Existing Agreement unless otherwise defined herein.
2. **Second Renewal Term.** The term of the Second Renewal Agreement shall commence on July 1, 2022 and continue through June 30, 2023 ("**Second Renewal Term**"), unless terminated sooner as provided in the

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Existing Agreement. The Board shall have one (1) remaining option to renew the Agreement after the Second Renewal Term expires.

3. Scope of Products and Services. During the Second Renewal Term, Vendor shall continue to provide the Products and Services as set forth and described in the Existing Agreement, including the exhibits attached thereto and incorporated therein.

4. Compensation. During the Second 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 total maximum compensation payable to Vendor during the Second Renewal Term shall not exceed the amount stated in the Board Report referenced on the signature page of this Second 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 Vendor for any expenses. Compensation shall be based on actual Products delivered and Services performed during the Second Renewal Term, and the Board shall not be obligated to pay for any Products, 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 for Products, Services and other deliverables not provided.

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

6. Counterparts and Electronic Signatures. This Second 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 instrument. A signature delivered by facsimile or other electronic means shall be considered binding for both parties.

7. Board Approval. This Second Renewal Agreement is subject to approval by the members of the Board of Education of the City of Chicago.

IN WITNESS WHEREOF, the Parties have caused this Second Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date.

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






By: Miguel del Valle
Miguel del Valle, President

Attest: Estela G. Beltran
Estela G. Beltran, Secretary

Date: August 29, 2022

Board Report No. 22-0427-PR9

Pedro Martinez
Pedro Martinez, Chief Executive Officer

Approved as to Legal Form:   

By: Joseph T. Moriarty
Joseph T. Moriarty, General Counsel

MYTHICS, INC.

By: Deonte J. Watters

Name: Deonte J. Watters, CCMAP
Vice President, Contracts
Printed

Date: 8/26/2022