

AMENDMENT No. 1 TO
Master Services Agreement for GTA Direct Services
98000-GTA Direct-CONTRACT-~~1647-XXX~~4666-BIG

DS
ML

This Amendment No 1 is made this September 24, 2020, by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **3 Vital Solutions, LLC DBA Big Fish Technology ("Service Provider")**.

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective 10/26/2020, 2020 (the "Agreement"), with respect to certain services to be provided to GTA by Service Provider, 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. **Background and Introduction:** The content of 1.1 Framework described in literal (d) of this Master Service Agreement, is updated to reference "Customer Service Agreement" instead of "this agreement" and reads as follows:

(d) A form of a Customer Purchase Agreement is set forth in **Exhibit 3 (Form of Customer Purchase Agreement)**. This is a standard agreement to be proposed by Service Provider and approved by GTA. Each Customer Purchase Agreement will describe the particular services being purchased by the applicable Customer from Service Provider, including corresponding service levels and pricing. Service Provider is required to use only the current version of this Customer Purchase Agreement for new sales and may not supersede this agreement with other terms and conditions. Service Provider and Customers may negotiate changes to this Customer Purchase Agreement for specific sales transactions, but Service Provider must obtain GTA approval for the changes.

2. **Limitation of Liability:** The content of 13.3 Exclusions and Stipulations of this Master Service Agreement, is updated to reference "Customer Service Agreement" instead of the CAP term and reads as follows:

THE PROVISIONS ABOVE IN THIS SECTION 13 SHALL NOT APPLY TO: (A) LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL MISCONDUCT; (B) LOSSES ARISING FROM A PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION); OR (C) LOSSES ARISING OUT OF SERVICE PROVIDER'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE. FURTHER, THE TO THE EXTENT THAT A CUSTOMER PURCHASE AGREEMENT CONTAINS REIMBURSEMENT OR INDEMNIFICATION OBLIGATIONS RELATED TO A SERVICE PROVIDER'S BREACH OF ITS DATA SECURITY OR DATA PRIVACY OBLIGATIONS, SUCH REIMBURSEMENTS SHALL BE DEEMED TO BE DIRECT DAMAGES AND NOT ANY OF THE TYPES OF DAMAGES DESCRIBED UNDER SECTION 13.1 ABOVE AND SHALL NOT BE GOVERNED BY THE LIABILITY CAP UNDER SECTION 13.2 ABOVE

3. **Definition:** All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
4. **Entire Agreement.** Except as expressly modified by this Amendment 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 Amendment 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 Amendment No. 1 to be duly executed by their authorized representatives as of the date set forth above.

3 Vital Solutions, LLC DBA Big Fish Technology

By: _____

Name: Ryan Leo

Title: Partner

Date: _____

9-24-2020

GEORGIA TECHNOLOGY AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:

Mark Latham

11D69D05F85B4BB...

Mark Latham

sourcing governance officer

10/26/2020