

AMENDMENT NO. 4

This Amendment No. 4 to that certain Services Agreement dated May 7, 2013 (“**Agreement**”), as amended by Amendment No. 1 to the Agreement dated June 4, 2013, Amendment No. 2 to the Agreement dated May 9, 2016 and Amendment No. 3 to the Agreement dated June 28, 2021 (“**Amendment**”) is entered into by and between Rimini Street, Inc. (“**Rimini Street**”) and City of Fresno, a California municipal corporation (“**Client**”). This Amendment is effective as of the date of the last signature of the parties below (“**Amendment Effective Date**”).

This Amendment shall become part of and subject to the terms and conditions of the Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Agreement, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Agreement.

WHEREAS, Rimini Street and Client are parties to the Agreement and Rimini Street and Client now wish to agree upon certain related terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises herein, the Agreement is hereby amended as follows:

1. Section 4 (Termination by Client) is amended to reflect that Client may not terminate the Agreement at any time during Year 10 of the Support Period except for cause pursuant to the Agreement, provided that Client may, at its option, terminate the Services performed for Covered Products listed on Section 5 of Exhibit A (Schedule A – Instance No. 2 FSCM) effective as of December 1, 2022 (“**Year 10 FSCM Support Midyear Termination Date**”) by providing written notice to Rimini Street no less than thirty (30) calendar days prior to the Year 10 FSCM Midyear Termination Date (“**Year 10 FSCM Support Midyear Termination Right**”).
2. Section 3.A of Exhibit A is amended to reflect that the Annual Support Fee for the period from June 1, 2022 through May 31, 2023 (Year 10 of the Support Period) shall be \$344,451.00 USD and the Annual Support Fee for Years 11 through 15 of the Support Period shall increase each Year by 5% over the fee for Services paid by Client for the immediately preceding contiguous Year.
3. Section 3.B of Exhibit A is amended to reflect the following:

Payment Schedule	Amount (USD)
Year 10 of the Support Period: Payment and PO (if required by Client) shall be invoiced and due and payable as follows: a. Invoice 1 (HCM): \$206,671.00 USD attributable to Services performed for Covered Products listed on Section 5 of Exhibit A (Schedule A – Instance No. 1 HCM) shall be invoiced on or before Year 10 of the Support Period and due and payable on or before Year 10 of the Support Period. b. Invoice 2 (FSCM): \$137,780.00 USD attributable to Services performed for Covered Products listed on Section 5 of Exhibit A (Schedule A – Instance No. 2) shall be invoiced on or before Year 10 of the Support Period and due and payable in semi-annual	\$206,671.00

installments as follows:	
i. First Payment: \$68,890.00 USD shall be payable on or before Year 10 of the Support Period	\$68,890.00
ii. Second Payment: \$68,890.00 USD shall be payable on or before December 1, 2022	\$68,890.00

Notwithstanding the foregoing, if Client exercises the Year 10 FSCM Support Midyear Termination Right, an amount equivalent to the Second Payment (\$68,890.00USD) of Invoice 2 for Year 10 of the Support Period, attributable to Services performed for Covered Products listed on Section 5 of Exhibit A (Schedule A – Instance No. 2) for the period from December 1, 2022 through May 31, 2023, shall no longer owed to Rimini Street and Client shall have no liability for such amount.

4. Section 5 of Exhibit A is amended to reflect that if Client exercises the Year 10 FSCM Support Midyear Termination Right, Schedule A – Instance No. 2 shall be deleted in its entirety effective as of the Year 10 FSCM Support Midyear Termination Date.

By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by, this Amendment.

[Signature page follows]

