

AMENDMENT THREE
to the
ORACLE PARTNERNETWORK
FULL USE DISTRIBUTION AGREEMENT
between
DLT SOLUTIONS, INC
and
ORACLE USA, INC.

This document ("Amendment Three") amends the Oracle PartnerNetwork Full Use Distribution Agreement (US-OPN-FUDA-207738-12-JAN-07) between DLT Solutions, Inc. ("you" and "your") and Oracle USA, Inc. ("Oracle"), dated January 12, 2007 and any and all amendments thereto (the "agreement").

The parties hereby agree to amend the agreement as follows:

Add the following new section to the end of the agreement:

AA. Distribution to State of Texas, Department of Information Resources as an Authorized Reseller:

1. **You are an authorized reseller under the DIR Contract.** You acknowledge that as an expressly authorized reseller under Contract DIR-VPC-03-018, as amended from time to time, (the "DIR Contract") between Oracle and the State of Texas, acting by and through its Department of Information Resources ("DIR"), you have the conditional permission to use the DIR Contract as your end user license agreement. As a condition to that use, you are required to provide any price quotes and the value added package, including any programs, products and services, to the end user in accordance with all of the terms and conditions of the DIR Contract, and otherwise assist Oracle in its compliance with the DIR Contract, including the required reporting and administrative fee remittance.
2. **All orders under the DIR Contract include DIR's 2% administrative fee.** You acknowledge DIR Contract section 10.09 (Administrative Fee), which says:

"Oracle agrees that any prices quoted to DIR Authorized Users by Oracle under this Agreement shall include DIR's administrative fee. In the event a quote is issued to an Authorized User that does not include DIR's administrative fee, and the Authorized User buys the products or services based on such quote, Oracle shall reduce the amount of its invoice by the applicable administrative fee.

The DIR administrative fee shall be included in the pricing set forth in the Appendices. The administrative fee shall not be broken out as a separate fee item when pricing or invoice is provided to Authorized Users.

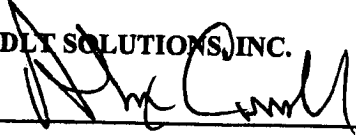
Oracle will pay DIR, on the thirtieth (30th) day of the close of the previous month period, a two percent (2%) administrative fee based on the dollar value of all sales to Authorized Users pursuant to this Master Agreement 2003. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for the sales totaling \$100,000 shall be \$2000."


3. You agree that your price quote to Authorized Users will comply with the DIR Contract by including the DIR's 2% administrative fee:
 - a) Automatic inclusion of the administrative fee: You acknowledge that Appendix B to the DIR Contract is the Oracle Global Price List, which sets forth the basic price to which you and Oracle apply the price discount bands set forth in DIR Contract section 10 (Payments/Pricing). The DIR administrative fee is built in to those discount bands, so every price quote computed using those discount bands automatically includes the DIR administrative fee.
 - b) Manual inclusion of the administrative fee: In the event you quote a price that is computed using a discount that differs from the Section 10 discount bands, you acknowledge that you need, and agree, to manually include DIR's 2% administrative fee in your price quote to Authorized Users to comply with the DIR Contract.
4. You agree to timely pay the DIR administrative fee to Oracle. To comply with certain vendor obligations under the DIR Contract, and to assist Oracle with its compliance, you will have collected the DIR administrative fee for all your consummated orders under the DIR Contract and agree to pay such collected DIR administrative fee to Oracle. By the 15th calendar day of each month, for all your transactions completed under the DIR Contract during the immediately preceding calendar month, you will pay the aggregate of DIR administrative fees from your orders to Oracle. In turn, Oracle will include such fees in the total of DIR administrative fees that Oracle remits to DIR for the respective month.
5. You agree to timely deliver required reports to Oracle. You acknowledge DIR Contract section 12 (Reporting/Monitoring Contract Performance) requires detailed monthly contract usage reports in a specific format to be filed with the DIR Go DIRECT Coordinator. You agree to assist Oracle in its reporting obligations by providing a monthly contract usage report, regardless of the quantity sold to end user under the DIR Contract ("Monthly DIR Contract Usage Report"). The Monthly DIR Contract Usage Reports shall be submitted to Oracle in the format attached hereto as Amendment Exhibit 1, and be consistent with the with the instructions from the DIR Go DIRECT Coordinator included therein. Your Monthly DIR Contract Usage Report is to be submitted to Mike Turner at Mike.turner@oracle.com (or as otherwise designated by Oracle) within the first 15 calendar days that follow the last day of the month covered by your pertinent Monthly DIR Contract Usage Report. In addition, upon Oracle's request, you will provide copies of the end user purchase orders reflected in each of your Monthly DIR Contract Usage Reports.
6. You agree to fully protect Oracle from your wrongdoing. You shall defend, indemnify and hold harmless Oracle from any claims, losses, damages or liabilities, including court costs and attorney fees, incurred by Oracle as a result of your failure strictly to adhere to, and fulfill all of, the contractual requirements under the DIR Contract and this Amendment Three.

If and to the extent that the provisions of this Amendment Two conflict with the provisions of the agreement, the provisions of this Amendment Two shall prevail. All other provisions of the agreement shall remain in full force and effect.

Other than the modifications above, the terms and conditions of the agreement remain unchanged and in full force and effect.

The effective date of this Amendment Three is March 1, 2007.

DLT SOLUTIONS, INC.
By: 
Name: ALEX CARROLL
Title: Director, Contracts

ORACLE USA, INC.
By: 
Name: Patrick Saffarian
Title: Contracts Manager