



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: Mythics, LLC
4525 Main Street, Suite 1500
Virginia Beach, Virginia 23462

DATE ISSUED: February 13, 2023
CONTRACT NO: 23-DTS-R-442
CONTRACT TITLE: Oracle Products and Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DTS-R-442 including any attachments or amendments thereto.

EFFECTIVE DATE: 2/15/2023

EXPIRES: December 31, 2024

RENEWALS: No Renewals Remaining

COMMODITY CODE(S): PROVIDE AT LEAST ONE COMMODITY CODE

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 23-DTS-R-442

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Jonathan R. Smith

VENDOR TEL. NO.: (757) 412-1060

EMAIL ADDRESS: jsmith@mythics.com

COUNTY CONTACT: Elise Ostiguy, DTS

COUNTY TEL. NO.: (703) 228-3347

COUNTY CONTACT EMAIL: eostiguy@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

TOMEKA D. PRICE Title PROCUREMENT OFFICER Date 2/15/2023



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 23-DTS-R-442

THIS AGREEMENT (hereinafter "Agreement") is made on 2/15/2023 between Mythics, LLC ("Contractor"), a Virginia corporation with a place of business at 4525 Main Street, Suite 1500, Virginia Beach, Virginia 23462 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, and

Exhibit A- [Region 4 Education Service Center \(ESC\) Contract # R190801](#)

This Agreement is a rider to an original contract awarded by Region 4 Education Service Center and extended by the Contractor to the County with the same terms and conditions as the original agreement executed as a result of a competitive solicitation issued by Region 4 Education Service Center. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence on 2/15/2023 and shall be completed no later than December 31, 2024, ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The

Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide oracle products and services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract,

should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Jonathan R. Smith, CFCM | Contracts Manager
Mythics, Inc.
4525 Main Street, Suite 1500
Virginia Beach, VA 23462
Phone: 757-412-1060
Email: jsmith@mythics.com

TO THE COUNTY:

Elise Ostiguy, Project Officer
Arlington County, Virginia, Department of Technology Services
2100 Clarendon Boulevard, Suite 610
Arlington, Virginia 22201
Phone: (703) 228-3347
Email: eostiguy@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

11. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

12. WARRANTY

The Contractor warrants that services will be provided in a professional manner consistent with industry standards. The County must notify the Contractor of any warranty deficiencies within ninety (90) calendar days from performance of the services.

THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, THE COUNTY’S EXCLUSIVE REMEDY, AND CONTRACTOR’S ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF THE CONTRACTOR CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, THE COUNTY MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO THE CONTRACTOR FOR THE DEFICIENT SERVICES.

13. INDEMNIFICATION

The Contractor covenants to fully indemnify, save and hold harmless the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the “County Indemnitees”) from and against any and all claims made by third parties for any and all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, that arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with, services or products provided by the Contractor under this Contract and that may be attributed to negligence or willful misconduct by the Contractor.

14. INTELLECTUAL PROPERTY RIGHTS

All drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to the County by the Contractor in connection with the services rendered under this Agreement shall belong exclusively to the County and shall be deemed to be works made for hire (the “Deliverable Items”). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, the Contractor hereby assigns to the County the ownership of copyright or mask work in the Deliverable Items, and the County shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. The Contractor agrees to give the County or its designees all assistance reasonably required to perfect such rights.

Notwithstanding the foregoing, the County acknowledges that, as part of performing the Services, the Contractor may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by the Contractor or that have been purchased by or licensed to the Contractor (collectively, the “Contractor’s Proprietary Materials”), including enhancements, modifications or additions that have been developed while the Contractor has been performing the Services under this Agreement. The Contractor grants the County a perpetual, non-exclusive, worldwide, non-transferable license to use the Contractor’s Proprietary Materials in connection

with the Deliverables or the Services. The County agrees that the Contractor shall retain sole and exclusive right, title and interest in and to Contractor's Proprietary Materials.

15. IP INDEMNIFICATION

If a third party makes a claim against the County ("County Indemnitees"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by the Contractor and used by the County infringes its intellectual property rights, the Contractor, at its sole cost and expense, will defend the County from and against the claim and indemnify the County from any and all losses, damages, liabilities, injuries, fines, penalties, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Contractor if the County does the following:

- I. notifies the Contractor promptly in writing, not later than 30 days after the County receives notice the claim, (or sooner if required by applicable law);
- II. gives the Contractor sole control of the defense and any settlement negotiations; and
- III. gives the Contractor the information, authority, and assistance the Contractor needs to defend against or settle the claim.

If the Contractor believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Contractor may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the license for, and require return of, the applicable Material and refund any fees the County may have paid to the other party for it and any unused, prepaid technical support fees the County has paid for the license. The Contractor will not indemnify the County if the County alters the Material or uses it outside the scope of use identified in the Contractor's user documentation or if the County uses a version of the Materials that has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material that was provided to the County. The Contractor will not indemnify the County to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Contractor. The Contractor will not indemnify the County to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by the Contractor. The Contractor will not indemnify the County for infringement caused by the County's actions against any third party if the program(s) as delivered to the County and used in accordance with the terms of this agreement would not otherwise infringe any third-party intellectual property rights. The Contractor will not indemnify the County for any claim that is based on: (1) a potential infringement that the County was made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) the County's actions prior to the effective date of this agreement.

16. LIMITATION OF LIABILITY

NEITHER PARTY, ITS EMPLOYEES OR ITS SUPPLIERS OR SUBCONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE CONTRACTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY THE COUNTY UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES. THE LIMITATIONS OF THIS SECTION DO NOT APPLY TO CLAIMS OF PERSONAL INJURY, DEATH, OR INTELLECTUAL PROPERTY INDEMNIFICATION.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MYTHICS, LLC

AUTHORIZED DocuSigned by:
SIGNATURE: Dr. SHARON T. LEWIS
89B86B1AD301462...

NAME: DR. SHARON T. LEWIS

TITLE: PURCHASING AGENT

DATE: 2/15/2023

AUTHORIZED DocuSigned by:
SIGNATURE: Deonte Watters
89A43825C22943D...

NAME: DEONTE J. WATTERS, CCMAP

TITLE: VICE PRESIDENT, CONTRACTS

DATE: 2/13/2023



Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

Mythics, LLC. (vendor company name) hereby provides notice of the following material change to contract number: R190801 on this date 2/3/2023.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|---|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Change in ownership (<i>sale/purchase</i>) |
| <input type="checkbox"/> Indicate if you are assigning to your own subsidiary | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Assumption Agreement | <input type="checkbox"/> Other supporting documentation |
| <input type="checkbox"/> Other supporting documentation | |
| | <input checked="" type="checkbox"/> Acquisition |
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Asset Purchase Agreement |
| <input type="checkbox"/> Official legal Notice of Bankruptcy Proceedings | <input checked="" type="checkbox"/> Other supporting documentation |
| <input type="checkbox"/> Other supporting documentation | |
| | <input type="checkbox"/> Other |
| <input type="checkbox"/> Merger | <input type="checkbox"/> Supporting documentation |
| <input type="checkbox"/> Share Exchange Agreement | |
| <input type="checkbox"/> Merger and Acquisition Agreement | |
| <input type="checkbox"/> Asset Purchase Agreement | |
| <input type="checkbox"/> Other supporting documentation | |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).
Please see Notice of Change Letter attached.

Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

- i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.



In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor
Mythics, Inc.

Official name of assigned or added company
Mythics, LLC

BY: Deonte J. Watters

BY: Scott Needleman

NAME: Deonte J. Watters, CCMAP

NAME: Scott Needleman

TITLE: Vice President, Contracts

TITLE: SVP, General Counsel

Region 4 Education Service Center

BY: Robert Zingelmann
DocuSigned by:
0B1D33BB0130490...

NAME: Robert Zingelmann

Chief Financial Officer

TITLE: Finance and Operations Services

DATE: 2/8/2023 | 8:21 AM CST

MYTHICS, LLC
4525 Main Street
Suite 1500
Virginia Beach, VA 23462

February 3, 2023

Via: Electronic Mail

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092
Attention: Robert Zingelmann
Email: robert.zingelmann@esc4.net

Re: Notice of Change of Control and Name Change

Dear Mr. Zingelmann:

I write to announce the exciting news that Mythics, LLC (previously known as Mythics, Inc.) (the “*Company*”) received a substantial equity investment from One Equity Partners (“*OEP*”), a private equity firm which has focused on targeted investments in the technology, healthcare, and industrial sectors for over two decades. Specifically, OEP has indirectly acquired a majority stake in the Company and its wholly-owned subsidiary, Emergent, LLC (the “*Transaction*”).¹ We look forward to leveraging OEP’s background and additional resources to accelerate our efforts to address our customers’ software needs and anticipate that OEP’s deep experience in the technology sector will be a significant asset to the team moving forward. The regular operations of the Company and the Company’s management team have continued unchanged following the closing of the Transaction. We also do not anticipate any changes to your account team at this time. The Company remains committed to delivering the same high quality service that you have come to expect from us.

I am reaching out on behalf of the Company to provide notice of our change of beneficial ownership and control based upon the Transaction, in connection with the contract between Region 4 Education Service Center and the Company.

Additionally, in connection with the Transaction and investment by OEP, the Company has undergone a conversion such that its entity name has changed from Mythics, Inc., a Virginia corporation, to Mythics, LLC, a Delaware limited liability company. As such, we request that you issue a modification in connection with the below contract in order to recognize this change of name. Your current contracts team will work with you at your convenience in order to promptly process this modification.

- Mythics Contract No. R190801

If you have any questions, please do not hesitate to contact Scott Needleman directly at 301-717-8278 or at sneedleman@mythics.com.

Sincerely,


Scott Needleman
Senior VP, General Counsel

¹ For more information, see the following press release: One Equity Partners, *One Equity Partners Agrees to Make a Strategic Investment in Mythics Emergent Group, Leading IT Solutions Partner to the Public Sector* (January 11, 2023), <https://www.oneequity.com/news/newsarticle/5264>.



June 28, 2022

Deonte J. Watters, CCMAP
Director of Contracts
Mythics, Inc.
4525 Main Street, Suite 1500
Virginia Beach, VA 23462
SLCCContracts@mythics.com

Re: Renewal Award of Contract #R190801

Dear Mr. Watters:

Per official action taken by the Board of Directors of Region 4 Education Service Center on June 28, 2022, Region 4 ESC is pleased to announce that Mythics, Inc. has been awarded a two-year contract renewal for the following, based on the sealed proposal submitted to Region 4 on September 3, 2019, and subsequent performance thereafter:

Contract

Oracle Products and Services

The contract will expire on December 31, 2024, completing the final two years a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com

The partnership between Mythics, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.


Sincerely,

Approved: Yes No

DocuSigned by:

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Robert Zingelmann
Chief Financial Officer,
Finance and Operations Services

DocuSigned by:

89A43825C22943D...

Deonte J. Watters
Director of Contracts

Date: 6/30/2022 | 5:49 AM PDT



1 Minimum Software, Hardware, and Training Discounts from Current Oracle List Price

1.1 Oracle

1.1.1 Approved Oracle Global Price Lists (GPLs)

Table 1: Proposed Minimum Discounts Offered off Approved Oracle GPLs. Mythics will apply discounts to then-current Oracle GPLs. The Special Solutions CLINs are intended as a flexible line item to capture non-standard Oracle offerings not approved for the Master Agreement.

Approved Oracle Global Pricelists	Minimum Discount from Current Oracle List Price
Oracle Fusion Cloud Service Global Price List	
• Oracle Fusion Cloud Service Global Price List	30%
• Oracle Fusion Cloud Service Global Price List for Midsize	8%
Oracle Cloud Platform as a Service and Infrastructure as a Service – Public Cloud Global Price List	0%
Oracle Technology Global Price List	29%
Java SE Subscription Price List	2%
Systems Hardware and Software Global Price List	
• Hardware Category L	22%
• Hardware Category U	17%
• Hardware Category V	25%
• Hardware Category X	35%
• Hardware Category Y	2%
Engineered Systems Price List	
• Engineered Systems Hardware	20%
• Engineered Systems Software	29%
Oracle Marketing Cloud Price List	30%
Construction and Engineering Global Price List	
• Construction and Engineering Global Price List - License Offerings	29%
• Construction and Engineering Global Price List - Cloud Offerings	2%
MySQL Global Price List	29%
Oracle University Training (List Cost)	
• \$0 to \$25,000	15%
• \$25,001 to \$50,000	20%
• \$50,001 to \$100,000	25%
• \$100,001 to \$250,000	30%
• \$250,001 and up	35%
Special Solutions CLINs	
• Emerging Technology	2%
• Oracle Professional Services Time and Materials (T&M)	0%



1.1.1.1 Approved Oracle Global Pricelists

Oracle has conditionally approved Mythics to establish a Master Agreement available to all Region 4 ESC and OMNIA Partners-eligible customers then-current GPLs for a period of two (2) years. Oracle has approved the following GPLs for inclusion at the Contract/Catalog Level (including where these GPLs include fixed price pre-packaged ACS services excluding any T&M):

- Oracle Fusion Cloud Service Global Price List
- Oracle Cloud Platform as a Service and Infrastructure as a Service—Public Cloud Global Price List (Government PaaS, Government IaaS, and Oracle Public Machine-Connected, Semi Connect and Disconnect Cloud only)
- Oracle Technology Global Price List
- Java SE Subscription Price List
- Systems Hardware and Software Global Price List
- Engineered Systems Price List
- Oracle Marketing Cloud Price List
- Construction and Engineering Global Price List
- MSOL Global Price List
- Oracle University

Oracle has not approved the following GPLs for inclusion at the Contract/Catalog Level:

- Oracle Linux Support and Oracle VM Support Global Price List
- GraalVM Global Price List

Oracle has not approved the following GPLs for inclusion at the Contract/Catalog Level. However, Oracle will consider approvals for one-off transactions. Therefore, we propose Region 4 ESC and OMNIA Partners allow a provision for a flexible “Special Solutions: Emerging Technology” CLIN for Oracle-approved one-off transactions from the following GPLs:

- Oracle RightNow Global Price List
- Oracle Taleo Cloud Service Price List
- Oracle Communication Applications Global Price List (component)
- Oracle Communications Cloud Service Price List
- E-Business Suite Applications Component Price List
- JD Edwards Component Price List
- PeopleSoft Component Price List
- Siebel CRM Enterprise Component Price List
- Siebel CRM Component Global Price List
- Social Relationship Management Cloud Service
- Oracle Fusion Application Price List (component)
- Oracle Utilities Global Price List (Including Cloud Offerings) (component)
- Business Intelligence Applications Global Price List—Component Pricing



1.1.1.2 Exclusions from the Product Price Lists

1. Products on Controlled Availability Status are not available.
2. Products Priced in Advance of Availability are not available.
3. Products that contain a footnote regarding inability to be distributed by a Partner via the MDA/FUDA are not available.
4. Products priced via Enterprise Metric or Custom Application Suite are not available.
5. Oracle Linux and Oracle VM are not available.
6. Products that contain royalty bearing 3rd Party components with discount restrictions are not available.

1.1.1.3 Cloud Exclusions

1. Prepaid Subscription (Paid in Advance), Pay-as-you-Go, Monthly Flex, Metered or Non-Metered services are not available.
2. Item identified as not for US Country distribution are not available. (*Example: Service Name = Payroll Cloud Service for Canada*)
3. Items with an industry name or metric designation or higher education as part of the services name or the metric designation are not available. (*Examples: Service Name = Sales Cloud for Financial Services Cloud Service OR Metric = Active Members or Transactions per Hour*)
4. Public Sector SKUs are not available.
5. Oracle Consulting Services associated with cloud are not available.

NOTE: Includes exclusions 1-6 from the Product Price List Exclusions above.

1.1.2 Oracle Support

Table 2: Proposed License and Hardware Support Fees.

Support Category	Price Determination
Oracle Software Update License and Support (SULS) <ul style="list-style-type: none"> • 1st Year • After 1st Year 	<ul style="list-style-type: none"> • 22% of Net License fees. • 4% increase over prior year's fees if SULS is renewed for the same number of licenses for the same programs as contained in the original order.
Oracle Premier Support for Hardware and Systems <ul style="list-style-type: none"> • 1st Year • After 1st Year 	<ul style="list-style-type: none"> • 12% of Net Hardware Fees. • 4% increase over prior year's fees. Oracle reserves the right to add a surcharge for systems older than 5 years from initial ship date.
Data and Device Retention Support <ul style="list-style-type: none"> • 1st Year • After 1st Year 	<ul style="list-style-type: none"> • 3% of Net Hardware Fees. • 4% increase over prior year's fees.



1.2 Mythics

1.2.1 Mythics Consulting Labor Rates

Table 3: Proposed Mythics Consulting Labor Rates.

Labor Category	Hourly Rate (Commercial List)	Proposed Discount	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Option Year 4 (2023)	Option Year 5 (2024)
Senior Solution Architect	\$263.18	10%	\$236.86	\$241.60	\$246.43	\$251.36	\$256.39
Solution Architect	\$250.45	10%	\$225.40	\$229.91	\$234.51	\$239.20	\$243.98
Senior Principal Consultant	\$244.08	10%	\$219.67	\$224.06	\$228.54	\$233.11	\$237.77
Principal Consultant II	\$219.67	10%	\$197.70	\$201.66	\$205.69	\$209.80	\$214.00
Principal Consultant I	\$175.10	10%	\$157.59	\$160.74	\$163.95	\$167.23	\$170.57
Senior Consultant	\$137.96	10%	\$124.16	\$126.64	\$129.17	\$131.75	\$134.39
Staff Consultant	\$118.86	10%	\$106.97	\$109.11	\$111.29	\$113.52	\$115.79
Associate Consultant	\$88.08	10%	\$79.27	\$80.86	\$82.48	\$84.13	\$85.81
Program Manager	\$216.49	10%	\$194.84	\$198.73	\$202.70	\$206.75	\$210.89
Project Manager II	\$203.75	10%	\$183.38	\$187.04	\$190.78	\$194.60	\$198.49
Project Manager I	\$191.02	10%	\$171.92	\$175.35	\$178.86	\$182.44	\$186.09
Engagement Manager	\$89.14	10%	\$80.23	\$81.83	\$83.47	\$85.14	\$86.84
Cloud Solution Developer	\$125.00	10%	\$112.50	\$114.75	\$117.05	\$119.39	\$121.78
Cloud Solution Consultant	\$155.00	10%	\$139.50	\$142.29	\$145.14	\$148.04	\$151.00
Cloud Solution Architect	\$185.00	10%	\$166.50	\$169.83	\$173.23	\$176.69	\$180.22
Subject Matter Expert II	\$318.36	10%	\$286.53	\$292.26	\$298.11	\$304.07	\$310.15
Subject Matter Expert I	\$299.26	10%	\$269.33	\$274.72	\$280.21	\$285.81	\$291.53

1.2.1.1 Mythics Labor Category Descriptions

Senior Solution Architect

Functional Responsibility. Directs through lower level management levels. Has responsibility for managing a function that includes multiple related departments. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. This employee is also responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.

Minimum General Experience. 10 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Solution Architect

Functional Responsibility. Supports business process design related to relevant applications; performs impact and system analysis based on business requirements; collaborates with other technical teams in the exchange and transfer of technical knowledge and in the development and evolution of architecture standards, guidelines, reference architecture, and the IT Technology Roadmap; Works closely with Project Managers and Program Managers in the design, development, and implementation of the technical content defined in the Statement of Work. Recognized expert within the Company, who designs, researches, and develops highly advanced applications, which may result in new product/business opportunities for the Company.

Minimum General Experience. 10 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.



Senior Principal Consultant

Functional Responsibility. Provides objective advice, expertise, and specialized skills with the aim of creating value, maximizing growth, or improving the business performance of their clients. Has expertise and operates across one or more industries and variety of services such as business strategy, manpower planning, policy analysis, management controls, information technology, e-business and operations. Primarily concerned with the strategy, structure, management, and operations of an organization. Identifies options with recommendations, and/or the implementation of solutions. Manages all project resources to perform tasks according to plan; sets expectations concerning deliverability, performance, maintenance, design, and costs. Estimates time frames, quality and quantity of resources required to successfully implement project. Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements.

Minimum General Experience. 7 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Principal Consultant II

Functional Responsibility. Recognized expert within the company, who designs, researches, and develops highly advanced applications, which may result in new product/business opportunities for the company. Leads efforts to capture new business through technical work and capability briefings.

Minimum General Experience. 5 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Principal Consultant I

Functional Responsibility. Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results.

Minimum General Experience. 5 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Senior Consultant

Functional Responsibility. Career level with a complete understanding and wide application of technical principles, theories, and concepts. Working under only general direction, provides technical solutions to a wide range of difficult problems. Independently determines and develops approach to solutions.

Minimum General Experience. 4 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.



Staff Consultant

Functional Responsibility. Experienced with frequent use and application of technical standards, principles, and theories. Works under general supervision, providing solutions to technical problems of moderate scope/complexity.

Minimum General Experience. 2 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Associate Consultant

Functional Responsibility. Inexperienced with limited use and/or application of technical principles. Develops solutions to routine technical problems of limited scope following detailed instructions. Work is closely supervised.

Minimum General Experience. 0-2 years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Program Manager

Functional Responsibility. Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. Is responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.

Minimum General Experience. 10 or more years of relevant experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Project Manager II

Functional Responsibility. Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Plans, conducts, and supervises assignments, generally involving larger and more important projects or multiple projects. Evaluates and determines changes in methods or procedures in assigned area of responsibility. Determines candidates for employment/termination, conducts performance evaluations and salary reviews for assigned staff and is responsible for the application of company policies.

Minimum General Experience. 8 or more years of relevant experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.



Project Manager I

Functional Responsibility. Supervises, coordinates, provides leadership to and reviews the work of assigned staff. Directly supervises individual contributors in technical positions and/or entry level professionals. Estimates staffing needs, assigns work, recommends candidates for employment, makes recommendations for termination, conducts performance evaluations and salary reviews for assigned staff and is responsible for the application of company policies.

Minimum General Experience. 5 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Engagement Manager

Functional Responsibility. Ensures that the requirements of a contract are known and followed. Verifies work products are in compliance with the contract. Coordinates resource schedules. Tracks, manages, and reports project hours. Ensures delivery of software, licenses, and hardware associated with project. Oversees invoicing and payment issues.

Minimum General Experience. 0-2 years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Cloud Solution Developer

Functional Responsibility. Limited experience with use and/or application of technical principles. Develops solutions to routine technical problems of limited scope following detailed instructions. May provide solutions to technical problems of moderate scope/complexity. Work is closely supervised.

Minimum General Experience. 0-2 years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Cloud Solution Consultant

Functional Responsibility. Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results.

Minimum General Experience. 4 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.



Cloud Solution Architect

Functional Responsibility. Provides objective advice, expertise, and specialized skills with the aim of creating value, maximizing growth, or improving the business performance of their clients. Has expertise and operates across one or more industries and variety of services such as business strategy, manpower planning, policy analysis, management controls, information technology, e-business and operations. Primarily concerned with the strategy, structure, management, and operations of an organization. Identifies options with recommendations, and/or the implementation of solutions. Manages all project resources to perform tasks according to plan; sets expectations concerning deliverability, performance, maintenance, design, and costs. Estimates time frames, quality and quantity of resources required to successfully implement project. Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements.

Minimum General Experience. 5 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Subject Matter Expert II

Functional Responsibility. Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements. Is instrumental in attracting/obtaining major new business.

Minimum General Experience. 10 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

Subject Matter Expert I

Functional Responsibility. Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results.

Minimum General Experience. 7 or more years of functional experience.

Minimum Education. BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.

1.2.1.2 Mythics Labor Category Experience and Education Requirements

In fulfilling years of experience and education requirements, four (4) years of relevant experience may be substituted for a bachelor's degree. Additionally, advanced degrees or certifications may be substituted for years of experience using the following conversions:

- **Master's Degree.** Equivalent to Bachelor's Degree plus two (2) years' experience.
- **Doctorate Degree.** Equivalent to Bachelor's Degree plus four (4) years' experience.



1.2.2 Mythics Managed Services

Table 4: Proposed Minimum Discounts Offered off Mythics Managed Services Pricelist. *Mythics will apply discounts to its then-current Managed Services pricing.*

Mythics Managed Services Pricelist	Minimum Discount from Current Mythics List Price
Mythics Managed Services Pricelist <ul style="list-style-type: none"> Mythics Managed Services 	0%

1.3 Third-party Training and Professional Services

Table 5: Proposed Minimum Discounts Offered off Approved Third-party pricelists. *Mythics will apply discounts to then-current Third-party pricing. The Special Solutions CLINs are intended as a flexible line item to capture non-standard offerings not included at the Master Agreement.*

Third-party Training and Services Pricelists	Minimum Discount from List Price
Customized Training Services	5%
Special Solutions CLINs <ul style="list-style-type: none"> Third-party Professional Services T&M 	0%

2 Electronic Copy of the Catalog

Please find a representative catalog of offerings included on the electronic media:

- “*Mythics Representative Catalog.xlsx*”

This file contains the following information:

- Manufacturer part #
- Offeror’s Part #
- Description
- Manufacturer’s Suggested List Price
- Net Price to Region 4 ESC

NOTE: *Per standard policy, all pricing is presented as a discount from list price (all hardware, software, cloud services, training, and professional services) or as a percentage of net fees (hardware and software support). The items contained within the catalog serves as only a representative sample of the scope of products and services to be offered on contract. Any omissions of Oracle, Mythics, or 3rd-party products or related services, such as cloud services, training, and professional and managed services, are not to be considered “out of scope” or “listed as free in order to be offered”. In the event a discounted Net Price to Region 4 ESC does not match Mythics’ proposed discount (e.g., a higher or lower Net Price to Region 4 ESC resulting from a miscalculation in the electronic catalog), Mythics’ expects Region 4 ESC to accept only the price as correctly applied from our proposed discount. Mythics has not included freight costs in the representative catalog, as Oracle has not approved requests to waive shipping charges at the contract/catalog level.*



3 Is pricing available for all products and services?

*Please see our response to **Tab 2: Products/Pricing, Section 1.1.1 Oracle Global Price Lists (GPLs)** where we list the GPLs Oracle has approved for inclusion into the Master Agreement.*

Mythics offers its pricelists with no availability exclusions.

4 Describe any shipping charges.

Oracle applies shipping charges to orders that contain tangible items (hardware, media, etc.) Requests to waive shipping charges may be submitted for approval at the order level.

5 Provide pricing for warranties on all products and services.

Mythics does not offer separate line item pricing for any additional warranties for Oracle products and services. All Oracle products and services will be governed by Oracle's standard commercial warranty delineated in the applicable Oracle Supplemental Terms and Conditions included in Mythics response.

6 Describe any return and restocking fees.

In accordance with Oracle's standard commercial business practices, all orders placed are non-cancellable/non-refundable.

7 Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

7.1 Additional Oracle Discounts

Our Partner Contracts team authors and submits business cases to Oracle for approval, including non-standard discounts, as well as terms and conditions. Such approvals take into consideration the customer's business context, desired products, quantity, annual spend, and other pertinent factors. 80% of our business has a non-standard aspect and requires Oracle approval.

7.2 Additional Mythics Discounts

Mythics will take into consideration additional discounts for Mythics Professional Services based on the customer's Statement of Work and expected level of effort.

We are currently developing new Managed Services offerings which will take into consideration different levels of service (e.g. Bronze, Silver, Gold, etc.), coverage (e.g. business hours, after hours, 24/7/365, etc.), and service level agreements (e.g. response times, uptime, etc.). These offerings will have inherent discounts built into the standard list price. For example, a Bronze service covering normal business hours with a 24-hour response time will cost significantly less than a Gold service, 24/7/365, with a 2-hour response time. In addition, Mythics will take into consideration further discounts based on the customer's business context, desired products, quantity, annual spend, and other pertinent factors.



8 Describe how customers verify they are receiving Contract pricing.

All Mythics quotes contain then-current list and contract pricing for each item, as well as the net discount percentage offered. Our internal Price List Management System (PLM) manages and propagates pricelists across all our contract vehicles. PLM applies contract discounts, accurately prepares catalog updates, and ingests contracting officer (CO) approvals so that our contract offerings reflect the most current line item information. Our CRM and ERP systems pull contract line item data directly from PLM to ensure items contained in customer quotes and delivery orders are on contract and offered at, or below, contract price.

Over the term of the existing contract, we have had very few customer inquiries to verify contract pricing. In such cases, customers have asked TCPN/National IPA/OMNIA Partners to confirm that they are receiving contract pricing. In all cases, we have been able to verify that they received better than or equal to contract pricing on the original quote.

9 Describe payment methods offered.

We will process orders received by fax, email or through regular mail as a purchase order or via procurement card. Mythics accepts payment for product and services by check, ACH, wire, all major credit cards, and government procurement cards affiliated with VISA, MasterCard, and American Express. We also offer financing through Oracle Financing and ePlus.

10 Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Like other OEMs, Oracle GPLs and Mythics commercial pricelists change over time with the introduction of new technology, modifications to existing products and services, as well as the end of life for other items. Given the number of Oracle, Mythics, and third-party pricelists within the proposed scope of the Master Agreement, we expect catalog changes will occur monthly. The discounts we have offered are based on the applicable pricelist and Mythics will apply the proposed discounts to offerings on the then-current price.

11 Describe how future product introductions will be priced and align with Contract pricing proposed.

11.1 Oracle Product Introductions

Discounts for future Oracle products and related services are based upon the associated GPL discount. When Oracle releases an updated GPL, we will apply the proposed discount to the new or modified items.

Should Oracle release a new GPL or add future products or related services on an approved GPL but under a new discount category, Mythics will notify Region 4 ESC and OMNIA Partners of the new product's pricing method.

Should Oracle approve additional GPLs later, our expectation is that we would offer discounts like those found on contracts comparable to the Master Agreement.



11.2 Mythics Product Introductions

Like the Oracle scenario above, Mythics will apply proposed discounts to changes to a standard Mythics commercial pricelist.

Should Mythics release a new pricelist or add future products or related services on an existing pricelist but under a new discount category, Mythics will notify Region 4 ESC and OMNIA Partners of the new product's pricing method.

12 Provide any additional information relevant to this section.

12.1 Availability of New Products and Services

To ensure availability of "in production" products and services at then-current pricing, we recommend Region 4 ESC delegate to OMNIA Partners the authority to approve and accept any updates and/or changes to the applicable Oracle Supplemental Terms and Conditions, Mythics Service Agreements, product and services catalog, and pricelists without seeking a formal amendment to the Master Agreement. Mythics would accept responsibility of submitting Oracle Supplemental Terms and Conditions, Mythics Service Agreements, product and services catalog, and pricelists, as well as any similar agreements and pricelists for new products and services that may be added in the future, to OMNIA Partners for review and approval in a timely fashion.

12.2 Not to Exceed Pricing

Proposed discounts are a minimum offered from then-current Oracle GPLs and Mythics commercial pricelists and represent the maximum allowable price. Mythics will take into consideration further discounts based on the customer's business context, desired products, quantity, annual spend, and other pertinent factors.