

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR PURCHASE OF
GOODS AND SERVICES
DURING COVID-19 OPERATIONS
(Federal Emergency Management
Agency "FEMA" Requirements)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Mythics, Inc. (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Vendor Quote dated 07/24/2020;
- B. Vendor Sales Agreement;
- C. Williamson County Agreement Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Compliance with All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VIII.

Termination for Convenience: The TEXAS DIR CONTRACT NO. DIR-TSO-4158 SHALL GOVERN.

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance:

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended):

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

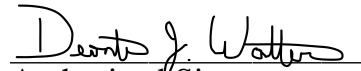
WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Date: _____, 2020

Vendor: Mythics, Inc.
Deonte J. Watters, CCMAP



Authorized Signature

Date: August 12 _____, 2020



Texas DIR-TSO-4158; US-GMA-1889764



Starling Taylor
Direct: 757.275-7501
Fax: 757.412.1060
Email: staylor@mythics.com

4525 Main Street Suite 1500
Virginia Beach, VA 23462

End-User Name: Williamson County

Contact: Minnie Betelle
Email: mbetelle@wilco.org
Phone: 512.943.1448

Quote Number: WC-072420
Estimate Prepared on: 7/24/2020
Valid through: 8/25/2020

Cloud Service Subscription - Data Center Region: North America						
Line Item	Part #	Oracle Cloud Service Description	Term	Subscription Metric	QTY	Discounted Monthly Extended Price
1	B90565	Oracle Identity Cloud - Standard - Government	Through 9/30/21	User Per Month	2000	\$6,800.00
Sub Total Fee for Subscription Products Through 9/30/21						\$92,107.40

*Applicable State taxes will be added unless an exemption is provided.

Optional: Year 2 Total Price for Monthly and Annual Subscription Products	\$81,600.00
Optional: Year 3 Total Price for Monthly and Annual Subscription Products	\$81,600.00

TOTAL PRICE	\$92,107.40
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Additional Information:

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to Software Licensing terms, Cloud Services terms, and conditions per reference to an existing license/contract or a newly executed license accompanying your order.

Mythics DUNS#: 013358002
Mythics Fed Tax ID#: 54-1987871
CAGE CODE: 1TA34
NAIC: 423430

Purchasing Instructions:

Please include the following statements in your order:

1. This order is placed pursuant to the terms and conditions of the Texas DIR-TSO-4158; US-GMA-1889764
2. Payment terms are: Cloud Services - Quarterly in Arrears, upon provisioning (start date)
3. Reference Mythics Estimate Number: WC-072420

Fax order to 757-412-1060 or email to: staylor@mythics.com
Quote Subject to Management Final Approval

A. Terms and Fees for Ordered Cloud Services:

1. Terms

This order incorporates by reference the terms of the Contract for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective July 30, 2018 (DIR Contract No. DIR-TSO-4158; Oracle Contract No. US-GMA-1889764) and all amendments and addenda thereto ("agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein. All products and services listed on this Ordering Document are provided by Mythics under, and subject to, the terms of this Ordering Document, including the Agreement and all Oracle documents referenced in this Ordering Document. You, the end user, indicate Your agreement to the terms of this Ordering Document, including the Agreement, by signing this Ordering Document, and You represent that You have the authority to bind the Customer to whom this Ordering Document is addressed above to the terms of this Ordering Document and the Agreement. As applicable, Mythics processes a customer's order after receipt of a purchase order. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. The Services Period for the Cloud Services commences on the date stated in the Ordering Document, or, if none is provided in the Ordering Document, the day that Oracle sends to Your administrator the e-mail welcoming You to the Oracle Cloud that instructs You on how to create Your Cloud login and configure the Cloud Services (the "Cloud Services Start Date"). You must maintain a current subscription to applicable Oracle Cloud Services for the duration of any Technical Cloud Services ordered under this Ordering Document.

2. Fees

The Cloud Services Payment Frequency applies to all Cloud Services fees and taxes (if applicable), and the Technical Cloud Services Payment Frequency applies to all fees and taxes (if applicable) for Technical Cloud Services. All fees payable to Mythics are due in accordance with Appendix A, Section 8.1 of DIR Contract No. DIR-TSO-4158. Once placed, Your order is non-cancelable and the sums paid non-refundable, except as otherwise provided herein or in the Agreement. If applicable to You, You will pay any sales, value added or other similar taxes imposed by applicable law that Mythics must pay based on the Services You ordered, except for taxes based on Mythics's income. Also, You will reimburse Mythics for reasonable pre-approved expenses related to providing any Technical Cloud Services in accordance with Appendix A, Section 8.F of the Agreement. Unless, specifically stated otherwise, fees for Services listed in an order are exclusive of taxes (if applicable) and expenses.

Cloud Services Payment Frequency: Your payment frequency is quarterly in arrears.

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this Ordering Document will not Auto-Renew. Oracle is an irrevocable third party beneficiary of this ordering document but does not assume any obligations thereunder. You agree that Oracle will have no liability to You arising out of or relating to Your non-compliance with these Terms. Should You fail to be in compliance with the Terms, or because of any other circumstances outside of Oracle's control, Oracle may suspend or terminate the cloud services under this ordering document. In the event of termination, Your right to receive cloud services under this ordering document is automatically forfeited.

4. Option Years

At the end of the Services Period, the Cloud Services acquired under this Ordering Document may be renewed for an additional Services Period, subject to Your placement of a renewal order and payment of fees for such Cloud Services. For the first two years of the first renewal Services Period of Cloud Services, the annual fee for each Cloud Service ordered will not increase by more than 4% of the Unit Net Price for such service in the immediately preceding year. The Cloud Services may not be renewed as described in the preceding sentence if: (i) Oracle is no longer making such Cloud Services generally available to commercial customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this Ordering Document. You must provide Mythics a minimum of 30 days notice prior to the expiration of a service term of Your intent to exercise an Option Year.

5. Price Hold for Cloud Services:

During the Services Period, You may order additional quantities of the Cloud Services acquired under this Ordering Document at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, to any renewals or extensions of the Cloud Services ordered under this Ordering Document, to Cloud Services ordered pursuant to a separate Mythics discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this Ordering Document.

6. Data Center Region

Mythics agrees that during the Service Period specified in this ordering document, the Cloud Services environment holding Customer data will reside in data centers located in the continental United States. Oracle may access Customer Data on a global basis to the extent necessary to perform the Cloud Services, including maintenance and Cloud Services technical support.

7. Additional Fees for Any Increased Usage/Capacity

As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at <http://www.oracle.com/contracts>, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in the tables above section A with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.

B. SERVICE SPECIFICATIONS

1. Service Specifications:

The Service Specifications that govern the Services ordered consist of the documents listed below, which are incorporated into this Ordering Document. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security, functionality or availability of the applicable Services provided to You for the duration of the Services Period. The terms of the Service Specifications, including any subject matter addressed in the Service Specifications, will replace any inconsistent term, similar subject matter or scope of service delivery in the Agreement; however, unless expressly stated otherwise in this Ordering Document, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this Ordering Document, Agreement or Service Specifications but in no event shall any documents take precedence over DIR Contract No. DIR-TSO-4158. For the purposes of this Ordering Document, references to the term "Customer" in any document within the Service Specifications shall mean "You" as defined in this Ordering Document.

• Service Descriptions and Metrics

Oracle service descriptions and metrics govern Cloud Services and Technical Cloud Services. You may access the version of these descriptions and metrics that apply to the Cloud Services and Technical Cloud Services that You have ordered at www.oracle.com/contracts.

• Cloud Hosting and Delivery Services Policies

Cloud Hosting and Delivery Services Policies describe and govern Cloud Services. You may access the version of these policies that apply to the Cloud Services that You have ordered at www.oracle.com/contracts.

• Program Documentation

Program Documentation refers to the program user manuals for the Oracle Programs for Cloud Services, as well as any help windows and read me files for such Oracle Programs that are accessible from within the service. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at www.oracle.com/contracts.

C. OTHER

1. Terms:

The following terms, as used in this Ordering Document or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Contract"; "Customer", "Client" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" and "Order Form"; "Services Term" and "Services Period"; "Your Data" and "Your Content".

2. Data Processing Agreement

Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement>, is incorporated as Appendix N of DIR Contract No. DIR-TSO-4158 and describes the parties' respective roles for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Customer provides to Oracle as part of the Cloud Services under this order. Oracle will act as a data processor and will comply with all applicable data protection laws to the extent such laws by their terms impose obligations directly on Oracle as a data processor in connection with the services specified in this Ordering Document. Oracle will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Cloud Services Environment, as specified in the Agreement, the Data Processing Agreement and this Ordering Document. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Cloud Services and will comply with all applicable laws in connection with the performance of obligations or exercise of rights under this Ordering Document and the Agreement. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Oracle's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

3. Assignment of this Ordering Document

Notwithstanding anything to the contrary in the agreement or this Ordering Document, You may not assign this Ordering Document or give or transfer the Services, or an interest in them, to another individual or entity. If You desire that Services be acquired by another entity, such other entity may order services under a separate contract. You may not grant a security interest in any of the Services. Notwithstanding the foregoing, upon advance written notice to Oracle, You may assign Your rights to the Services under this Ordering Document to another governmental agency as designated by the Texas Legislature (i) that is a successor in interest to You that performs Your statutory obligations, or (ii) as necessary to satisfy a regulatory requirement imposed upon You by a governing body with the appropriate authority; provided that (w) such assignee entity agrees in writing to the terms and conditions of the agreement and the Ordering Document, (x) You provide Oracle will all consents necessary for the assignee to access Your Content, Your Applications, and any other of Your materials in Oracle's possession, (y) the assignment does not result in any change in Oracle's rights and obligations under this Ordering Document (including with respect to the Services), or expand, modify or otherwise alter any use or component of the Services or Services Environments provided under this Ordering Document, and (z) following the assignment, You shall immediately discontinue use of the Services acquired under this Ordering Document.

4. Offer Validity

The offer is valid through 8/25/2020 and shall become binding as provided for in the agreement. As required in the agreement, your purchase order must be submitted with this ordering document and your purchase order must incorporate by reference this ordering document, which is identified by the number listed in the lower left hand corner of the page.
All fees on this Ordering Document are in US Dollars.

Williamson County

Authorized Signature _____

Name _____

Title _____

Signature Date _____

Effective Date _____

(to be completed by Oracle)

Mythics, Inc.

Authorized Signature _____

Name _____

Title _____

Signature Date _____

T. Scott Davis

T. Scott Davis

Senior Director of Partner Contracts, CCMP

8/7/2020