



Mythics Ordering Document



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MOD Number: [REDACTED]
MOD Prepared on: August 4th, 2022
Valid Through: August 26th, 2022

4525 Main Street, Suite 1500
Virginia Beach, VA 23462

9/23/22 10/31/23						
Item Nbr	Cloud Services	Part Number	Service Period: Years	Oracle License Type	Annual Quantity	Annual Cost
Data Center Region: Customer Selected						
1	Oracle PaaS and IaaS Universal Credits	B88206	13.29	Annual Universal Credits	\$ 103,276.00	\$ 103,276.00
TOTAL: CLOUD SERVICES SUBSCRIPTION					\$	103,276.00

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

Please put the following language on any purchase order that may follow this Ordering Document:

Pricing and Terms Per Mythics Ordering Document

Electronic Delivery: By confirming, referencing or placing an order based on this quote, you are agreeing that the software products or cloud services being purchased are for electronic delivery only and there is no transfer of tangible property.

Payment Terms:
Cloud Services Payment Terms: Due Quarterly in Arrears

Terms and Conditions

This is a funded non cancellable commitment and a copy of the Purchase Order, solely to facilitate invoicing and payment, will follow no later than 10/14/22

1. Annual Universal Credit

Oracle allows You the flexibility to commit an amount to Oracle (as specified in the "Credit Quantity" table in Your order, the "Annual Universal Credit") to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal, provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Annual Universal Credit is acquired under Your order (the "Total Credit Value") and the applicable Services Period for those credits will be as specified in Your order. An Annual Universal Credit amount must be used within its applicable yearly Credit Period during the Services Period and will expire at the end of that yearly Credit Period; any unused amounts are non-refundable and are forfeited at that time. The balance of the Total Credit Value will be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

2. Additional Fees for Any Increased Usage/Capacity

As described in the Oracle PaaS and IaaS Universal Credits Service Descriptions available at <http://www.oracle.com/contracts>, if, at the end of any month during the Services Period under this order, you have exceeded the annual Credit Quantity specified in this order during the Services Period under this order, then you must pay for such excess usage of the Oracle IaaS and PaaS Cloud Service at the "Overage Unit Net Price" specified in the rate card of Your order or as seen in the Cloud Portal.

3. Additional Services

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

4. No Auto Renewal

Notwithstanding any statement, to the contrary in the service specifications, You expressly agree that the cloud services acquired under this order for distribution to the end user will not auto-renew.

5. Data Center Region Availability for Universal Credit Model

Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at <https://cloud.oracle.com/data-regions>.

6. Non-Appropriation In the event funds are not appropriated for a new fiscal year period, upon written notice to the reseller and to Oracle, You may terminate this order immediately without penalty or expense; provided, however, that (a) for each of the whole or partial terms of the order, You must provide a purchase order to the reseller, and (b) Your issuance of each whole or partial term purchase order shall signify that all funds for the given whole or partial term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's and the reseller's receipt of Your notice of non-appropriations.

The undersigned has authority to enter into a contract on behalf of the End-User agreeing to the following terms and conditions outlined herein.

End User has obtained all necessary approvals to release funds for this purchase.

You acknowledge that in reliance on this order, Mythics will issue a non-cancellable order with its supplier for products or services purchased.

Non-Payment will constitute an immediate default of this contract and upon notice from Mythics, End-User shall be prohibited from continued use of software licensed and/or services until payment has been received in full for outstanding balance.

You agree that Mythics has the right to cancel your services or support with Oracle due to non-payment.

You agree that this order is placed pursuant to the terms and conditions of the Maricopa County Contract # 180233-002 (US Communities)

Payment of this contract is due in full in accordance with the above referenced payment terms.

This is a non cancellable order.

By signing below, the undersigned represents that he/she has the authority to bind the End User to the terms of this Mythics Ordering Document and affirms End User's commitment to pay for the items ordered.

Signature

Printed Name and Title

Date