



Mythics Ordering Document # 83021 - MCS - 1

Price Valid Thru: 9/16/21

End User Contact: Minnie Beteille
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End User Address: mbeteille@wilco.org

Prepared By: Mythics, Inc.
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| Line Item | Oracle Product Description | Part Number | Term | Oracle License Type | Annual Quantity | Annual Cost |
|--|--|-------------|-----------------|--------------------------|----------------------|--------------------|
| 1 | Oracle PaaS and IaaS Universal Credits | B88206 | 9/23/21-9/22/22 | Annual Universal Credits | 93248.00 | \$93,248.00 |
| Software may be downloaded at: http://edelivery.oracle.com | | | | | CloudServices | \$93,248.00 |
| TOTAL PRICE * | | | | | | \$93,248.00 |

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

Terms and Conditions of Sale:

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 November 5, 2021

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.

Payment of this contract is due Quarterly in Arrears / Net 30. Non-Payment in accordance with these terms will constitute a default of this contract.

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

This is a non-cancellable order and the agreement can only be terminated in accordance with its terms.

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

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 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."

License Definitions and Rules: Oracle's License Definitions and Rules (LDRs) are available at <https://www.oracle.com/corporate/contracts>. Please note the LDRs that apply to an order subject to this quote will be those LDRs in effect at the time Contractor accepts Your order. To fully understand Your license, You need to review the definitions for the licensing metric and term designation as well as the licensing rules.

Provisioning: The Service Period for Cloud Services you have ordered under this order shall commence upon provisioning and subject to payments of fees for the the services shall continue for a period of 12 months.

Funded Allocation Model and Additional Fees for Any Increased Usage/Capacity End User Terms

1. Funded Allocation Model

Under the "Funded Allocation Model", Oracle allows You the flexibility to fund for an annual amount (the "Funded Allocation Value") specified in Your order with Mythics, which is to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order with Mythics 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. Mythics will invoice You monthly in arrears based on 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 document available at <http://www.oracle.com/contracts>, You are responsible for monitoring Your use of the Cloud Services, and if You exceed the Funded Allocation Value at the end of any month during the Services Period, You must provide additional funding for Your usage, or You must cease to use the applicable Cloud Services. If You have exceeded the Funded Allocation Value and You have not ended Your use of the Services, You will be subject to overage fees. You must pay for such excess usage of the Oracle IaaS and PaaS Cloud Services at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal. You may set quotas, alerts and use other monitoring tools within the Cloud Portal to assist You in managing and tracking Your usage.

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. Replenishment of Account at End of Services Period. If You are continuing to use Services after the end of the Services Period specified in Your order and You have not extended the Services Period and increased the Funded Allocation Value for use of eligible Oracle IaaS and PaaS Cloud Services, You will be charged for the actual usage of all Cloud Services that You activate and/or have activated within Your Cloud Services Account based on Oracle's then current price list for such Services, which can be found at https://cloud.oracle.com/en_US/ucpricing. Upon extending the term of the Services Period and increasing the amount of the Funded Allocation Value through a new order (or modification of Your existing order), You will receive the Cloud Services Category Discounts specified in the rate card attached to Your new order (or modification of Your existing order) or as seen in the Cloud Portal.

5. Cloud Service Category Discount. Category Discounts shown in "Cloud Service Category Discounts" table apply to all services identified in the rate card or cloud portal as belonging to a category, except where a higher discount is specifically listed in the rate card in effect at the time of the order. Notwithstanding such exceptions, any references in your order to a "category discount" shall refer to the percentage discount shown in this "Cloud Service Category Discount" and not the discount shown for any individual service.

6. "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.

7. 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>.

8. Order of Precedence. In the event of inconsistencies between the terms contained in this ordering document and the Agreement referenced above, this ordering document shall take precedence. This ordering document will control over the terms contained in any purchase order. You may not apply the Oracle PaaS and IaaS Universal Credits acquired under this order towards Cloud Services ordered pursuant to a separate Oracle discount or promotion, or towards any other Cloud Services other than those set forth in the rate card of the order or as seen in the Cloud Portal. 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 day the end user login names and password are issued to the end user to access the cloud services under the ordering document (the "Cloud Services Start

period for the cloud services commences on the day the end user login names and password are issued to the end user to access the cloud services under the ordering document (the "Cloud Services Start Date")

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 products and services ordered.


Bill Gravell (Sep 15, 2021 09:41 CDT)

Signature

Bill Gravell County Judge

Printed Name and Title

Sep 15, 2021

Date



Mythics Signature T. Scott Davis

Senior Director of Partner Contracts, CCMP

Printed Name and Title

9/7/2021

Date