



MYTHICS™

**ORACLE DATABASE SECURITY AUDIT & ASSESSMENT
FIRM FIXED PRICE STATEMENT OF WORK [REDACTED]**



Williamson County, TX

Proposal Date: July 12th, 2023

Submitted to:

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Submitted by:

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"This SOW includes data that shall not be disclosed outside Client and shall not be duplicated, used, or disclosed - in whole or in part -- for any purpose other than to evaluate this SOW. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, Client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Client's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this SOW."

Mythics has made every reasonable attempt to ensure that the information contained within this proposal is accurate, current, and properly sets forth the requirements as have been determined at the time of submission. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that readers may infer from this document.

1. Project Background

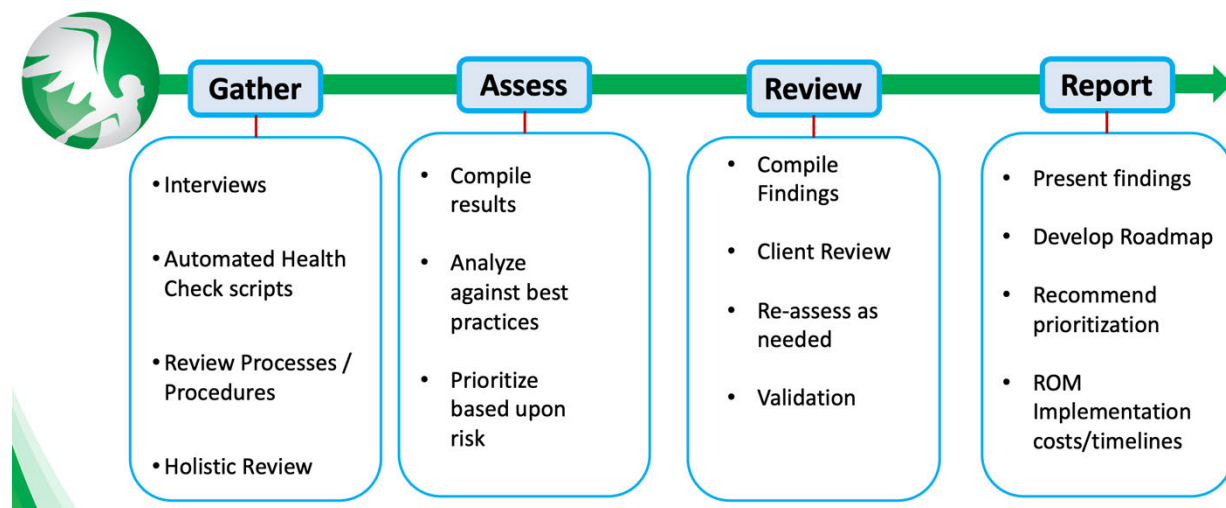
Williamson County is running Oracle database and Oracle EBS modules – Financials and HR. The HR modules are integrated into other applications for cash management. The database is currently encrypted using Oracle Transparent Data Encryption (TDE). The County wants to see if their security and audit requirements are currently met or if they need to take further steps.

2. Scope of Services

Mythics is proposing a firm fixed price consulting service to deliver the scope of work identified in the following paragraphs. The estimated period of performance is expected to last 4 to 6 weeks.

2.1 Security and Audit Assessment

Our Approach: Mythics has completed number of technical assessments and has developed a 4-step approach: Discover, Assess, Review, Report to conduct the assessments.



2.1.1 Gather/Discover

Through a series of workshop sessions, interviews, scripts and system reviews, Mythics will walk through the environment with the client. Mythics will gather information as it pertains to the assessment for review. This step will require active participation from the client and privileged access to the systems. Our delivery manager will work with the client to coordinate mutual times for the sessions to be conducted. Typical scripts, tools and reports that will be utilized include: DBSAT, AWR Reports, OVM Health and Monitor review, and standard OS metric reporting. In addition, the team will review operational procedures such as backups, DR and patch levels. Specific tasks/focus areas within the Discover phase include:

- Current security and audit gathering products implemented

- Security hardening overview for:
 - Security Vault
 - Database Vault
 - Key Vault
 - Audit Vault Database Firewall
- Development, Testing, and Deployment Standards, Processes, and Policies
- Current and Planned (within next 24 months) Oracle Software Versions and Patches
- Current Application and Services Landscape (in various phases of SDLC)
- Current and relevant technical and business priorities, goals, pain points, and initiatives
- Current means of collecting, measuring, and reporting on key performance indicators and metrics

2.1.2 Assess

Mythics will take the information gathered during our workshops and assess the implementation as it pertains to Oracle best practices. The team will note any anomalies and suggestions. The team will document any findings and develop a road map to improve overall system stability, performance, and security.

2.1.3 Review

Upon completing the assess stage, the Mythics team will compile our results and review the results with the client. The review will allow for the teams to clean up any outstanding items or gain clarification on any issues. During this step, Mythics will review the findings and assessment with the client. This will include the following tasks:

- Detailed recommendations and guidance for stabilizing and standardizing the environment by implementing best practices in each of the areas assessed
- Review Discovery, Assessment, and Recommendations with County team

2.1.4 Report

The Mythics team will compile a final recommendations document, statement of work and presentation to deliver to the client. This final report will contain the following project artifacts:

- “As-Is” current state of the Oracle environment
- “To-Be” target recommended Oracle Environment solutions
- Roadmap to achieve target state Oracle environment, including:
 - Recommendations which account for long-term and short-term cost savings, ease of migration, and continued ease of maintenance and administration

- Actionable Guidance
- High-Level Schedule/completion duration
- Associated Level of Effort and Estimated Costs
- Benefits to the County

3. Client Obligations

Engagement success relies heavily on client engagement. Mythics requires the following known activities, roles, and participation from client. Additional requests and requirements may surface during delivery and will be tracked by the Project Manager.

- Client Oracle DBAs: Will work with Mythics personnel to provide the necessary access to client databases as well as ensuring that proper client procedures & policies are followed for database changes.
- Client Server Operations/Systems Administrators: Will work with Mythics personnel to provide the necessary access to client servers. Provide system level configuration as needed.
- The client will readily make available staff members necessary to conduct a technical assessment.
- The client will share any pertinent documentation deemed necessary for completing the technical assessment.

4. Assumptions

Mythics will perform the services in the SOW under the parameters as stated. These include client responsibilities, and the client acknowledges that project duration and cost to the client under this SOW may be affected if any project parameters or client responsibilities are changed or not fully met.

- Client will provide Mythics proper remote access such as VPN, SSH, RDP, etc.
- Client will provide Mythics access to the business, client, and technical information necessary to execute the solution
 - Client is responsible for coordinating with other organizations and/or contractors to obtain the necessary information
 - Client will ensure that appropriate personnel are available to meet with Mythics, as necessary
- Out of Scope
 - Any item not listed under the scope of services is considered out of scope for this engagement

5. Deliverables and Payment

This is a firm fixed price contract based on the deliverable plan and payment schedule outlined below. All invoices are payable within thirty (30) days from receipt of valid invoice.

Deliverable Number	Deliverable Description	Deliverable Acceptance Trigger	Deliverable Cost
1	Security Assessment Report	Client Acceptance Form	\$31,866.00
Total			\$31,866.00

Mythics reserves the right to utilize any of the following labor categories to deliver the services defined within this SOW. Mythics has made every effort to accurately estimate the hours required to accomplish the defined scope.

Labor Category
Associate Consultant
Engagement Manager
Principal Consultant I
Principal Consultant II
Program Manager
Project Manager I
Project Manager II
Senior Consultant
Senior Principal Consultant
Senior Solution Architect
Solution Architect
Staff Consultant
Subject Matter Expert I
Subject Matter Expert II

Client hereby acknowledges and agrees that the offer of pricing and other terms set forth in this SOW shall expire on Cover page date +30 calendar days. The offer of pricing and other terms set forth in this SOW shall become effective and binding on Mythics and Client only upon the execution of this SOW by the parties on the date this agreement is fully executed.

If this Statement of Work or the Agreement provides for any onsite professional services, you must provide a safe and healthful workspace for all Mythics resources performing professional services at your site (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death, illness or serious physical harm, and a workspace that has proper ventilation, etc.). Additionally, due to the uncertainties of the evolving Covid-19 situation, all Mythics resources performing onsite professional services must be permitted and able to perform such services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the location of service delivery and/or the location of the personnel). If the provision of any onsite services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, you agree to cooperate with Mythics in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like, including possibly putting in place an infrastructure (e.g., VPN) to enable remote delivery of services. For the avoidance of doubt, this provision is without prejudice to the parties' rights and obligations under the force majeure clause of the applicable agreement.

6. Terms and Conditions

Mythics is submitting this proposal pursuant to the terms and conditions of Mythics' OMNIA Partners Region 4 Contract, R190801 and the professional services terms incorporated herein. Any additional terms amended to this order 1) must be mutually agreed to by the Parties, and 2) in the case of a conflict in the provisions of the Contract, the Region 4 Contract shall govern.

Warranty – Mythics warrants that the services will be provided in a professional manner consistent with industry standards. Client must notify Mythics 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, CLIENT'S EXCLUSIVE REMEDY, AND MYTHICS' ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF MYTHICS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES.

Standard of Conduct - In rendering services under this Agreement, Mythics shall conform to the highest professional standards of work and business ethics. Mythics shall not use time, materials, or equipment of the Client without the prior written consent of the Client.

Payment, Interest and Late Payments. Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date the Client's Auditor receives an invoice. Interest charges for any late payments shall be paid by Client 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 Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify Mythics of the discrepancy. Following Client's notification of any discrepancy as to an invoice, Mythics must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Client's Auditor. Client shall pay the invoice within thirty (30) days from the date the Client's Auditor receives the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day after the Client's Auditor receives the corrected or revised invoice.

All payment or invoice inquiries should be directed to the following points of contact:

Mythics, LLC
Accounts Receivable
4525 Main Street, Suite 1500

Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301

Virginia Beach, Virginia 23462
Attn: Patricia Holley
Telephone: 757-452-6291
Facsimile: 757-963-6198
Email: ptholley@mythics.com

Georgetown, Texas 78626

Indemnification - Mythics covenants to fully indemnify, save and hold harmless Client, its officers, employees, and agents ("Indemnitees") against 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, which 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 Mythics under this agreement which may be attributed to negligence by Mythics.

Term. The term of this Agreement shall commence upon the date of the last party's execution hereof and shall continue for six (6) weeks or until terminated pursuant to this Agreement.

Termination for Convenience. The Client may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Mythics. In the event of such termination, it is understood and agreed that only the amounts due to Mythics for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Client's termination of this Agreement for convenience.

Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

Intellectual Property Rights - All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the Client by Mythics in connection with the services rendered under

this Agreement shall belong exclusively to the Client 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, Mythics hereby assigns to the Client the ownership of copyright or mask work in the Deliverable Items, and the Client 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. Mythics agrees to give the Client or its designees all assistance reasonably required to perfect such rights.

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

IP Indemnification - If a third party makes a claim against you (“Recipient”), that any information, design, specification, instruction, software, data, or material (“Material”) furnished by Mythics (“Provider”), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

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

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider 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 Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider’s user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Mythics will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services

not provided by Mythics. Mythics will not indemnify you for infringement caused by your actions against any third party if the program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third-party intellectual property rights. Mythics will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

Limitation of Liability - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY 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. MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

Confidential Information - In performing consulting services under this Agreement, Mythics may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Client. Mythics agrees that Mythics will not and Mythics' employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Client, or disclose such Confidential Information without the written authorization of the President of the Client, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

"Confidential Information" means information, not generally known, and proprietary to the Client or to a third party for whom the Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Client, any vendor names, client and supplier lists, databases, management systems and sales and marketing plans of the Client, any confidential secret development or research work of the Client, or any other confidential information or proprietary aspects of the business of the Client. All information which Mythics acquires or becomes acquainted with during the period of this Agreement, whether developed by Mythics or by others, which Mythics has a reasonable basis to believe to be Confidential Information, or which is treated by the Client as being Confidential Information, shall be presumed to be Confidential Information.

Non-Solicitation - It is expressly agreed that neither Party will directly solicit, hire, consult, or otherwise contract with any employee(s) of the other Party who are associated with the investigation / marketing efforts and subsequent proposals, and/or contract/subcontract efforts called for under this Agreement during the course of this Agreement for a period of one (1) year thereafter without prior written consent of the other Party. This shall not prohibit one Party from hiring any employee of the other Party who

responds to (i) routine employment solicitations, or open house or job fair events, or (ii) widely distributed announcements of job openings.

Disputes – Disputes under this agreement shall be referred to the appropriate Client president, or their designee, and Mythics’ president, or their designee, thirty (30) days before either party may commence formal proceedings; provided however, that this provision shall not restrain either party from seeking injunctive or equitable relief.

When seeking to resolve a dispute, the party’s designated executives shall consider the types and impacts of the disputed matters, the effect of the dispute on the Program and Client’s success as awardee, the cost to both parties of resolving the dispute and the practical effects on the business of each party resulting from the resolution or failure to resolve any such dispute.

In the event that the designated executives are unable to resolve a dispute in the required time or longer, if extended by the mutual agreement of the parties, either party may then submit the matter for formal proceedings which may include litigation or alternate dispute resolution.

In the event litigation is necessary to enforce any provision of or resolve any dispute arising out of this Agreement, the Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in a state or federal court located in Williamson County, Texas. Each party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each party’s designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum. During this process, each party will continue performing its obligations under this agreement.

Governing Law - This Agreement shall be governed and construed in accordance with the laws of the Williamson County, Texas without giving effect to such State’s principles of conflicts of laws and the laws of the United States of America. Any claim or cause of action arising out of or connected with this Agreement shall be brought exclusively in Williamson County, Texas. The parties consent to submit to the personal jurisdiction of such courts and waive any and all objections to such jurisdiction and venue.

Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker’s Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Mythics shall furnish Client with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Client's Right to Audit. Mythics agrees that Client 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 Mythics which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Mythics agrees that Client shall have access during normal working hours to all necessary Mythics facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Mythics reasonable advance notice of intended audits.

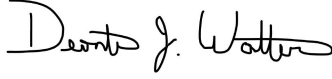
Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may affect such termination by giving written notice of termination at the end of its then-current fiscal year.

Modification - No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

Force Majeure - Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes which do not result from the fault or negligence of such party.

7. Signatures

IN WITNESS WHEREOF, the parties have caused this SOW to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this SOW duly authorized by all necessary and appropriate legal action to commit the organization he represents to the terms and conditions of this SOW.

Accepted by:	Williamson County, TX	Mythics, LLC
Name: Title: <i>(Authorized Signatory)</i> Signature:	Bill Gravell Jr. County Judge <u>Bill Gravell Jr.</u> <small>Bill Gravell Jr. (Aug 1, 2023 12:35 CDT)</small>	Deonte J. Watters, CCMAP Vice President, Business Operations 
Mailing Address:		Mythics, LLC 4525 Main Street, Suite 1500 Virginia Beach, VA 23462
Date:	Aug 1, 2023	7/24/2023
Phone:		(757) 412-4362
Email:		ConsultingContracts@mythics.com