



**PUBLIC SERVICE BOARD MEETING
AGENDA ITEM
REGULAR MEETING**

Wednesday, May 13, 2020

SUBJECT

Customer Information System (CIS) Implementation

BACKGROUND

El Paso Water provides bill processing services for water, wastewater, stormwater and solid waste using a Customer Information System (CIS) that was implemented in 1997. The current CIS system has undergone two upgrades and several system enhancements that include custom applications with workaround solutions. The architecture of the current CIS does not provide the capability to easily interface with other systems especially without heavy vendor support, extensive customizations and significant additional costs. In late 2017 an assessment was conducted of the system's current business and future functional requirements. The analysis provided EPWater with estimated costs and options to upgrade or replace the CIS system. In late 2019, RFPs/RFQs were developed for System Integrator, Platform Hosting, Customer Self Service and Mobile Work Management.

STRATEGIC OBJECTIVES SUPPORTED

Improve Use of Technology

EVALUATION PROCESS

To complete the procurement for this complex project, staff evaluated several RFPs, RFQs and Buy Board Contract proposals and recommends award as follows:

- A. Quotations were requested from Oracle Corporation thru Texas DIR Contract Number. DIR-TSO-4158 for the following software and implementation services:
 - i. Custom to Meter Application Software (C2M) and CCB-PPSFT Pre-Configured Integration, with software update license & support
 - ii. Weblogic Server, and related technical software
 - iii. CIS implementation Support
- B. Mythics, an Oracle Platinum Partner was contacted to provide a quotation for Oracle Utilities Testing Accelerator with software updates and license support through Region 4 Contract Number R190801.
- C. SHI Government Solutions was contacted to provide a quotation for Microsoft SQL Server Enterprise Core Edition-License & Software Assurance through Texas DIR Contract Number DIR-TSO-4092.
- D. A committee evaluated two proposals for CIS platform hosting services, and both vendors were asked to provide an oral presentation of their proposal. Staff recommends award of RFP113-19 Customer Information System (CIS) Platform as a Service (PaaS) Provider to Centrilogic.
- E. Customer Information System
 - i. A committee evaluated seven proposals for CIS system integration services. Staff recommends award of RFP 93-19 Customer Information System (CIS) Implementation to Infosys.
 - ii. A committee evaluated eight responses to RFQ109-19 Customer Self-Services (CSS) Software & Services with the two highest rated vendors included as prequalified solutions within RFP 93-19. Staff recommends award to Milestone Utility Services Inc.
 - iii. A committee evaluated six responses to RFQ 110-19 Mobile Work Management (MWM) Software & Services with the three highest rated vendors included as prequalified solutions within RFP 93-19. Staff recommends award to Enterprise Signal Inc. dba KloudGin.

FINANCIAL IMPLICATIONS

Sufficient funds are available in Account Number 2747, and the funding source is the Commercial Paper Fund.

PROPOSED ACTION REQUESTED

Consider and take action on the Customer Information System Implementation to include but not be limited to the following actions:

- A. Approve contracts with Oracle America, Inc. through Texas DIR contract Number DIR-TSO-4158 for the following items:
 - i. Oracle C2M application software and first year maintenance agreement in the estimated amount of \$1,314,182 - with optional pre-built PeopleSoft integration in the estimated amount of \$85,400, to include the option for two, one-year maintenance renewals in the estimated annual amount of \$15,400 - with the option for two, one-year maintenance renewals in the estimated annual amount of \$244,722; authorize future amendments to be issued under this contract for C2M or related software in the estimated amount of \$150,000, provided that funding is available in the approved budget, and authorize the use of commercial paper.
 - ii. Oracle Technical infrastructure software and first year maintenance agreement in the estimated amount of \$2,145,968 with the option for two, one-year maintenance renewals in the estimated annual amount of \$386,978; authorize future amendments to be issued under this contract for additional technical infrastructure software in the estimated amount of \$100,000, provided that funding is available in the approved budget, and authorize the use of commercial paper.
 - iii. Oracle Utilities Global Business Unit implementation design review services in the estimated amount of \$300,000; authorize future amendments to be issued under this contract for additional services in the estimated amount of \$50,000, provided that funding is available in the approved budget, and authorize the use of commercial paper.
- B. Approve a contract for Oracle Utilities Testing Accelerator and Software Updates and License Support for two years from Mythics, Inc. through Region 4 Contract Number R190801, in the estimated amount of \$106,240 with the option of two, one-year license and maintenance renewals in the estimated annual amount of \$54,000; authorize future orders or amendments to be issued under this contract for additional tools in the estimated amount of \$25,000, provided that funding is available in the approved budget for the task orders or amendments.
- C. Approve a contract for Microsoft SQL Server software and software assurance through August 31, 2022 from SHI Government Solutions, a State of Texas HUB, through Texas DIR contract No. DIR-TSO-4092, in the estimated amount of \$29,295 with the option for three, one-year maintenance renewals in the estimated amount of \$4,442 each; authorize future orders or amendments to be issued under this contract for additional software licenses in the estimated amount of \$15,000, provided that funding is available in the approved budget for the task orders or amendments.
- D. Award RFP 113-19, Customer Information System (CIS) Platform as a Service (PaaS) Provider, for PaaS CIS hosting services to Centrilogic, Inc. in the estimated amount of \$557,428 for the first year and estimated annual amount of \$540,933 for each of the second and third years, with the option of two, one-year renewals at the same estimated annual

amount; authorize amendments to be issued under this contract for additional PaaS services in the estimated amount of \$100,000 per year, provided that funding is available in the approved budget, and authorize the use of commercial paper.

E. Award contracts for Customer Information System for the following items:

- i. RFP 93-19, Customer Information System (CIS) Implementation, for implementation services and license tools to Infosys Limited in the estimated amount of \$13,577,332; authorize future amendments to be issued under this contract for additional implementation services and license tools in the estimated amount of \$1,500,000, provided that funding is available in the approved budget, and authorize the use of commercial paper.
- ii. RFQ 109-19, Customer Self-Service (CSS) Software & Services, for Milestone ePortal solution to Milestone Utility Services Inc. in the estimated annual amount of \$213,150 for a period of three years, with the option of three, one-year renewals at the same estimated annual amount; authorize future amendments to be issued under this contract for additional services in the estimated amount of \$50,000 per year, provided that funding is available in the approved budget, and authorize the use of commercial paper.
- iii. RFQ 110-19, Mobile Work Management (MWM) Software & Services, for KloudGin Field Service Module and Backflow Module to Enterprise Signal Inc. dba KloudGin in the estimated annual amounts of \$126,144 for the first year, \$319,694 for the second year, and \$230,414 for the third year, with the option of three, one-year renewals at the third year rate; authorize future amendments to be issued under this contract for additional PaaS services in the estimated amount of \$100,000 per year, provided that funding is available in the approved budget, and authorize the use of commercial paper.

SUPPORTING DOCUMENTATION PROVIDED

Item #A – State of Texas - DIR-TSO-4158 Contract

Item #Ai – Oracle C2M Application Software-Proposal

Item #Aii – Oracle Pre-Built PeopleSoft Integration (Optional)-Proposal

Item #Aiii – Oracle Technical Infrastructure Software-Proposal

Item #Aiiii – Oracle Implementation Services-Proposal

Item #B – Region 4 Education Service Center Contract Number R190801

Item #B – Oracle Utility Test Automation Application Software-Proposal

Item #C – State of Texas - DIR-TSO-4092 Contract

Item #C – Microsoft SQL Server Software-Proposal

Item #D - Centrilogic RFP 119-219- Attachment C - EPWater Pricing Template

Item #Ei – Infosys RFP 93-19 - Attachment C – Pricing and Resourcing Worksheet

Item #Eii – Milestone RFQ 109-19 - Customer Self-Service (CSS) SAAS Pricing-Proposal

Item #Eiii - KloudGin RFQ 110-19 - 3Yr SaaS Order Form 04.21.20 - Proposal



Pricing Proposal
 Quotation #: 18796322
 Created On: 4/24/2020
 Valid Until: 4/30/2020

EL PASO WATER UTILITIES DEPARTMENT

Inside Account Manager

Israel Chavez
 PO BOX 511
 ATTN: ACCOUNTS PAYABLE
 EL PASO, TX 79961
 United States
 Phone: 915-594-5584
 Fax:
 Email: ichavez@epwu.org

Joseph Muniz
 1301 South Mo-Pac Expressway Suite
 375
 Phone: 1-800-870-6079 EXT 8686230
 Fax: 512-732-0232
 Email: joseph_muniz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Microsoft SQL Server Enterprise Core Edition - License & software assurance - 2 cores - Select, Select Plus - Win - Single Language Microsoft - Part#: 7JQ-00353 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 5/1/2020 – 8/31/2022 Note: Software;ESD	2	\$0.00	\$14,647.30	\$29,294.60
			Total	\$29,294.60

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Quotes may be updated to reflect changes due to industry wide constraints and fluctuations

SA Only Cost For 36 Months.

Year 1- \$4,442.00
 Year 2- \$4,442.00
 Year 3- \$4,442.00
 Total= \$13,326.00

Thank you for choosing SHI-GSI! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES**

CONTRACT FOR PRODUCTS AND RELATED SERVICES

ORACLE AMERICA, INC.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Oracle America, Inc. (hereinafter "Vendor"), with its principal place of business at 500 Oracle Parkway, Redwood Shores, California 94065.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-415, on 11/30/2017, for Oracle Branded Manufacturer Hardware, Software, Cloud and Related Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-415 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, License Agreement; Appendix E-1, Sample Ordering Document Hardware and Software Products and First-Year Technical Support; Appendix E-2, Sample Ordering Document Technical Services; Appendix E-3, Sample Ordering Document Advanced Customer Support Services; Appendix E-4, Sample Ordering Document Oracle Linux and Oracle VM Support Services; Appendix E-5, Sample Ordering Document Renewal of Technical Support; Appendix E-6, Sample Ordering Document Oracle University Learning Credits; Appendix E-7, Sample Ordering Document Managed Cloud Services; Appendix E-8, Sample Ordering Document Cloud Services and Technical Cloud Services; Appendix E-9, Sample Ordering Document Technical Cloud Services Appendix E-10, Oracle University Oracle Learning Subscription; Appendix F, Delivery, Installation, Commencement Date and Acceptance; Appendix G, Public Sector General Terms; Appendix H, Public Sector Schedule P—Program; Appendix I, Public Sector Schedule S – Services; Appendix J, Public Sector Schedule LVM—Linux and Oracle VM Service Offerings; Appendix K, Public Sector Schedule H—Hardware Agreement; Appendix L, Schedule M—Oracle Managed Cloud Services; Appendix M, Schedule C—Cloud Services-Public Sector; Appendix N, Data Processing Agreement for Oracle Cloud Services; Appendix O, Oracle Services Privacy Policy; and Appendix P, Sample Statement of Work; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-415, including all addenda; and Exhibit 2, DIR-TSO-TMP-415, including all addenda; are

incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E-1, then Appendix E-2, then Appendix E-3, then Appendix E-4, then Appendix E-5, then Appendix E-6, then Appendix E-7, then Appendix E-8, then Appendix E-9, then Appendix E-10, then Appendix F, then Appendix G, then Appendix H, then Appendix I, then Appendix J, then Appendix K, then Appendix L, then Appendix M, then Appendix N, then Appendix O, Appendix P, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions. Notwithstanding the foregoing, as between Appendix G (Public Sector General Terms) and the relevant Schedule for the products and services being purchased under the Contract (i.e., Appendix H, Public Sector Schedule P—Program; Appendix I, Public Sector Schedule S – Services; Appendix J, Public Sector Schedule LVM—Linux and Oracle VM Service Offerings; Appendix K, Public Sector Schedule H—Hardware Agreement; Appendix L, Schedule M—Oracle Managed Cloud Services; and Appendix M, Schedule C—Cloud Services-Public Sector), such Schedule shall take precedence over Appendix G (Public Sector General Terms) for such ordered product or service. Furthermore, for Cloud Services, Technical Cloud Services, and Managed Cloud Services, the Data Processing Agreement and the applicable Service Specifications (for Cloud Services) and Schedule incorporated into the Statement of Work (for Managed Cloud Services) shall take precedence; however, in any event this Contract shall prevail over all. Notwithstanding anything to the contrary stated elsewhere in this Contract, the parties understand and agree that Section 1.3 of the Data Processing Agreement means that the terms of that Data Processing Agreement take precedence only over Schedule C - Cloud Services, not over this base Contract.

2. Term of Contract

The initial term of this Contract shall be two years commencing on the last date of approval by DIR and Vendor, with two (2) optional two-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Oracle Branded Hardware, Software, Cloud and Related Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of Oracle Branded Hardware, Software, and Related Products and Services. Vendor may propose such products or services throughout the term of the Contract. Pricing and terms will be negotiated upon DIR acceptance. Any determination will be at DIR's sole discretion and any decision will be final.

B. Services

Services available under this Contract are limited to the services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

Sections 7.2-7.6 of the Data Processing Agreement are subject to the provisions stated in this Section 3.B and the parties understand that the portions of Section 7 of the Data Processing Agreement pertaining to the European Union, European Economic Area, or EU Model Clauses are inapplicable to this Contract.

C. Business Operations Transfer (Outsourcing)

Notwithstanding any other provision of the Contract, a Customer may contract with a facilities management firm ("Outsourcer") to operate the licensed programs on behalf of the Customer provided such operation is either on the Customer's hardware and operating system or the same or comparable hardware and operating system at Outsourcer's site, and provided further (i) the Customer hereby assumes all responsibility for the confidentiality of all confidential information and protection of Oracle's proprietary rights, and (ii) the Customer shall give Oracle written notice of all licensed programs to be managed by Outsourcer at the same time as entering into such a contract, and (iii) the Customer assumes all liability for shipping the licensed programs to Outsourcer's site and return of the licensed programs to the Customer's site, and (iv) in no event shall Outsourcer be allowed to copy the licensed programs or be granted general development use access to the licensed programs except as specified herein and (v) to the extent allowable under Texas Law, the Customer agrees to indemnify Oracle of (a) any claims or demands brought against Oracle or its directors, employees or agents arising from or in connection with any such services provided by Outsourcer, or (b) Outsourcer's failure to abide by the terms and conditions of the Contract.

D. Data Storage Location

With respect to Cloud Services, the data center region refers to the geographic region in which the Cloud Services environment holding the Customer Data is physically located. The applicable data center region shall be set forth on the relevant Order Form and, for data center regions outside of the continental United States, such Order Form shall include a list of the specific countries included in the applicable data center region. For data center regions outside of the continental United States, Vendor and Customer may mutually agree to limit the countries where the cloud services may be performed and the Customer data may be located to a subset of the countries within the applicable data center region. Oracle understands that Customers under this Contract are public sector entities and, as a result, there may be a legal requirement for Customer data be stored in the continental United States. As a result, the data center region applicable to Customer's Orders will be the continental United States, unless otherwise stated in the relevant Order Form. Oracle shall

not change the applicable data center region nor transfer Customer's Cloud Services environment to a data center located outside the applicable data center region, unless an authorization is executed by an authorized representative of the Customer. For clarity, the authorization is required also for transfers of the Cloud Services environment outside the continental United States, in the case of Customer Orders for which the applicable data center region is the continental United States. Such authorization must detail the specified sets of data to be allowed to be located in the specified country(es) for specified periods of time; however, such authorization shall not constitute authorization with respect to any other set of data or to a subsequent change to any other data center region. For avoidance of doubt, this restriction does not apply to an activity taken or initiated by Customer or Customer's end users, such as a remote Cloud Service access from outside the data center region. Where agreed upon by the parties, additional terms regarding access of data by Oracle for support and maintenance from outside the continental United States may be included in the Order Form, including specifics identifying the data to be accessed, the countries from which it will be accessed, and the effective period of the agreement.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Sheila Poggi

Contracts Manager, Public Sector Deal Management
Oracle America, Inc.
1910 Oracle Way
Reston, VA 20190
Phone: (703) 364-1507
Email: sheila.poggi@oracle.com

7. Software License, Service and Leasing Agreements

A. Software License Agreement

1) Customers acquiring products, including software licenses under the Contract shall hold, use and operate such products, including hardware and software licenses, subject to compliance with the Software License Agreement set forth in Appendix D, Appendix F, Appendix G, Appendix H, and Appendix K of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D, Appendix F, Appendix G, Appendix H, or Appendix K; provided however that the Customer and Vendor may agree to additional transaction-specific terms and conditions in an Order Form, including usage limitations, so long as they do not remove the rights or protections of Customer set forth in the Software License Agreement, or the responsibilities of Vendor set forth in the Software License Agreement. Vendor shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the terms and conditions contained in Appendix D, Appendix F, Appendix G, Appendix H, and Appendix K is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the terms and conditions contained in Appendix D, Appendix F, Appendix G, Appendix H, and Appendix K. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the terms and conditions contained in Appendix D, Appendix F, Appendix G, Appendix H, and Appendix K.

B. Service Agreement

Services provided under this Contract shall be in accordance with the Contract, including any applicable Appendices and the relevant Order Form for such service; samples of such Order Forms for services are set forth in Appendix E 1-10 of this Contract.

C. Conflicting or Additional Terms

As provided for elsewhere in this Contract and the Appendices to this Contract, certain of the incorporated or linked or supplemental documents may be subject to change. However, no financial obligation of the Contractor shall be affected by any change in such documents, nor will additional material obligations be placed on the Customer as a result of these changes.

Any update to such linked documents shall only apply to purchases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase

unless Vendor directly informs Customer of the update before the purchase is consummated.

Upon Customer request, a reference copy of any policies or terms expressly incorporated via hyperlink can be attached to the relevant Order for reference and review by the Customer.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any additional document that results in a material reduction in the level of performance or availability of the Services provided: 1) results in a material reduction in the level of performance or availability of the Services provided to the Customer; or 2) imposes additional financial costs, burdens, or obligations upon Customer, or imposes additional material burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract as provided under this Contract. The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Appendix A, Section 1, Contract Scope is hereby restated in its entirety as follows:

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in Appendix A shall have the meanings set forth Section 3. Terms used but not defined herein shall have the meaning ascribed to them elsewhere in the Contract as appropriate.

B. Appendix A, Section 2, No Quantity Guarantees is hereby restated in its entirety as follows:

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

C. Appendix A, Section 3, Definitions is hereby restated in its entirety as follows:

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, and any local government as authorized through the Interlocal

Cooperation Act, Chapter 791, Texas Government Code, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.

- B. Compliance Check** – an audit, at DIR’s expense, of Vendor’s compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.
 - C. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
 - D. CPA** – refers to the Texas Comptroller of Public Accounts.
 - E. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day. Furthermore, the parties hereby clarify that “day” shall mean a calendar day (unless otherwise specified) when used in Appendices D-O or in an Order Form.
 - F. Order Form** – is Vendor’s standard ordering document forms used by Customer when placing an order; copies of the standard forms are attached as samples in Appendices E-1 - E-10. The standard forms may be updated by Vendor from time to time upon DIR approval. An Order Form requires the signature of the Customer and the Order Fulfiller.
 - G. Order Fulfiller** – the party, either Vendor or a party that may be designated as a Reseller (as defined in Section 7.B) by Vendor who is fulfilling a Purchase Order pursuant to the Contract.
 - H. Purchase Order** - the Customer’s fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument) and when issued shall mean all funds have been appropriated for such order for the then-current fiscal period.
 - I. State** – refers to the State of Texas.
- D. Appendix A, Section 4., General Provisions, A. Entire Agreement**, is hereby restated in its entirety as follows:

The Contract, which includes the Appendices, Exhibits, and the information that is incorporated into the Contract by written reference (including reference to information contained in a URL or referenced policy with any conflicts with the DIR Contract to be addressed as set forth in Section 4.C of Appendix A and 7.C of the DIR Contract), constitutes the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

The Contract, together with the applicable Order Form, is the complete agreement for the products and/or services ordered by the Customer and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such products and/or services.

E. Appendix A, Section 4.B, Modification of Contract Terms and/or Amendments, Paragraph 2, is restated in its entirety as follows:

- 1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.
- 2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract or that are more beneficial to the Customer and, in each case, are acceptable to Order Fulfiller may be added in an Order Form and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract, but the Customer and Order Fulfiller may agree to additional terms and/or conditions that are more beneficial to the Customer. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract terms shall control unless otherwise agreed to in writing by DIR and Vendor.
- 3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

F. Appendix A, Section 4.D, Assignment, is hereby restated in its entirety as follows:

DIR or Vendor may assign the Contract without prior written approval to: (i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature); or (ii) a subsidiary, parent company or affiliate, or in connection with a merger, consolidation, acquisition, internal restructuring or sale of all or substantially all of the assets of the Vendor; or (iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

G. Appendix A, Section 4.E, Survival, is hereby restated in its entirety as follows:

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract in accordance DIR contract and Order Form terms with DIR contract and agreements terms and subject to the provisions in the related Order Form. All Order Forms (and related Purchase Orders issued and) accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract in accordance with DIR Contract and Order Form terms. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the

termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

H. Appendix A, Section 4.F, Choice of Law, is restated in its entirety as follows:

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in the courts located in Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity. Notwithstanding anything contained herein to the contrary, or anything contained in the Data Processing Agreement, the parties understand and agree that they are not submitting to European Union law or jurisdiction.

I. Appendix A, Section 5.A, Definitions, is restated in its entirety as follows:

The parties hereby clarify that this Section 5.A of the Contract applies to Technical Services purchased pursuant to an Order Form for Technical Services, a sample of which is proved in Appendix E-2; and that any deliverables provided to the Customer pursuant to the Contract in accordance with Oracle's provision of Managed Cloud Services, Cloud Services and/or Technical Cloud Services shall be governed by Section 2 (Rights Granted) of Schedule M (Appendix L of this Contract) for Managed Cloud Services or Section 2 (Rights Granted) of Schedule C (Appendix M of this Contract) for Cloud Services and Technical Cloud Services, as applicable.

1) "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel,

any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

J. Appendix A, Section 5.B, Ownership, is restated in its entirety as follows:

The parties will mutually agree on one of the following provisions (either 5.B.i or 5.B.ii) below, as applicable, to allocate intellectual property rights in deliverables created within the scope of technical services identified in an exhibit under a particular Order Form, a sample of which is provided in Appendix E-2 to the Contract. If an Order Form does not refer to one of the provisions below or otherwise contain or reference terms allocating intellectual property rights in such deliverables, then the intellectual property rights in such deliverables shall be allocated between the parties pursuant to subsection 5.B.i below.

- i. "Upon payment for the services under this order, you have the non-exclusive, non-assignable except as otherwise provided for in the Contract, royalty free perpetual, limited right to use for your internal business operations, anything developed by Oracle and delivered to you under this order. You may allow your agents and contractors (including, without limitation, outsourcers) to use the deliverables for this purpose and

you are responsible for their compliance with this order in such use. Oracle retains all ownership and intellectual property rights to anything developed or delivered under this order. For anything developed or delivered under this order that is specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under the agreement.”

ii. “Joint Property” means those deliverables developed by Oracle solely for you under this order and those deliverables developed jointly by Oracle and you under this order; Joint Property does not include any Oracle Works (defined below). Upon payment of all fees due under this order, Oracle and you agree that we each jointly own the copyright interest in Joint Property and that we each do not have to account to one another for use of Joint Property. “Oracle Works” means: (a) anything provided by or on behalf of Oracle from a repository; (b) any software code generated by computer aided software engineering (CASE) tools; (c) any tools, interfaces, and utilities developed by or on behalf of Oracle; and (d) any derivative works of (a) through (c) above. Oracle retains all right, title and interest, including all copyrights, in any Oracle Works. Upon payment of all fees due under this order, you have the non-exclusive, non-assignable, royalty free, perpetual limited right to use, solely as a component of Joint Property, Oracle Works that are incorporated into Joint Property. You may allow your agents and contractors (including, without limitation, outsourcers) to use, as set forth in the preceding sentence, Oracle Works that are incorporated into Joint Property and you are responsible for their compliance with this order in such use. This order does not grant, amend, or modify any license for any programs or documentation owned or distributed by Oracle.

The technical services provided under the Contract may be related to the Customer’s license to use Programs owned or distributed by Vendor which the Customer may acquire under a separate order. The agreement referenced in that order shall govern the Customer’s use of such Programs.

- K. Appendix A, Section 5.C, Further Actions**, is deleted in its entirety.
- L. Appendix A, Section 5.D, Waiver of Moral Rights**, is deleted in its entirety.
- M. Appendix A, Section 5.E, Confidentiality**, is deleted in its entirety.
- N. Appendix A, Section 5.F, Injunctive Relief**, is deleted in its entirety.
- O. Appendix A, Section 5.G, Return of Materials Pertaining to Work Product**, is deleted in its entirety.
- P. Appendix A, Section 5.H, Vendor License to Use**, is deleted in its entirety.
- Q. Appendix A, Section 5.J, Agreement with Subcontracts**, is deleted in its entirety.
- R. Appendix A, Section 5.K, License to Customer**, is deleted in its entirety.

S. Appendix A, Section 5.I, is renumbered to be Section 5.C, Third-Party Underlying and Derivative Works, is restated in its entirety as follows:

- a. For Services (other than Managed Cloud Services, Cloud Services and Technical Cloud Services) the following terms shall apply to deliverables:
 - i. Upon payment for the services under an Order Form, Customer shall have the non-exclusive, non-assignable except as otherwise provided for in the Contract, royalty free perpetual, limited right to use for the Customer's internal business operations, anything developed by Vendor and delivered to the Customer under such Ordering Form. The Customer may allow its agents and contractors (including, without limitation, outsourcers) to use the deliverables for this purpose and the Customer is responsible for their compliance with the Order Form in such use. Unless otherwise provided for in the Order Form pursuant to Appendix A, Section 5.B of the Contract, Vendor retains all ownership and intellectual property rights to anything developed or delivered under an Order Form. For anything developed or delivered under an Order Form that is specifically designed to allow a Customer's customers and suppliers to interact with the Customer in the furtherance of the Customer's internal business operations, such use is allowed under the Contract.
 - ii. With respect to Technical Services, Vendor agrees to notify Customer in the Order Form, or on delivery of the Work Product or Technical Services deliverables if the deliverables include any Third Party IP. On request, Vendor shall provide Customer with documentation confirming a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product as provided for in the Contract.
- b. For Managed Cloud Services, the following terms shall apply to deliverables:

During the services term for the Managed Cloud Services ordered and subject to the Customer's payment obligations, and except as otherwise set forth in this Contract, Appendix G – Public Sector General Terms, Appendix L – Schedule M – Managed Cloud Services or the Order Form, the Customer will have a limited, non-exclusive, non-assignable, right to access and use anything developed by Vendor and delivered to the Customer as part of the Oracle Managed Cloud Services specified in the Customer's Order Form solely for the Customer's internal business operations, and subject to the terms of this Contract, Appendix G – Public Sector General Terms, Appendix L - Schedule M – Managed Cloud Services and the applicable Order Form. Vendor retains all ownership and intellectual property rights to anything developed by Vendor and delivered to the Customer as part of Managed Cloud Services under this Contract.

- c. For Cloud Services and Technical Cloud Services, the following terms (as set forth in Appendix M – Schedule C - Cloud Services) shall apply to deliverables:

For the duration of the Services Period (as defined in Appendix M – Schedule C - Cloud Services) and subject to the Customer's payment obligations, and except as otherwise set forth in this Contract, Appendix G - Public Sector General Terms, Appendix M – Schedule

C – Cloud Services or the Order Form, the Customer shall have the non-exclusive, non-assignable, royalty free, worldwide, limited right to access and use anything developed by Vendor and delivered to the Customer as part of the Cloud Services or Technical Cloud Services, solely for the Customer’s internal business operations and subject to the terms of the Contract, Appendix G – Public Sector General Terms, Appendix M – Schedule C - Cloud Services and the Order Form, including the Service Specifications (as defined in Appendix M – Schedule C - Cloud Services). The Customer may allow its Users (as defined in Appendix M – Schedule C - Cloud Services) to use any such deliverables for this purpose and the Customer is responsible for the Customer’s Users’ compliance with Contract, Appendix G – Public Sector General Terms, Appendix M – Schedule C - Cloud Services and the Order Form.

- T. Appendix A, Section 5.L, is renumbered to be Section 5.D, Vendor Development Rights, is restated in its entirety as follows:**

Nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Intellectual Property Rights of Customer therein are infringed by such competitive materials.

- U. Appendix A, Section 6.A, Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases only), is hereby restated in its entirety as follows:**

1) Effective September 1, 2006, to the extent required by law, state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) The extent to which with an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 or as revised effective March, 2017, and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle Support customers with disabilities may use the online My Oracle Support or call Oracle Support at 1.800.223.1711. Hearing-impaired customers in

the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <http://www.fcc.gov/cgb/dro/trsphonebk.html>. International hearing-impaired customers should use the TRS at +1.605.224.1837. Oracle Support will respond to product accessibility issues according to the current Technical Support Policies. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under this Contract. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle.

V. Appendix A, Section 6.B, Purchase of Commodity Items (applicable to State Agency Purchases Only), is hereby restated in its entirety as follows:

1) Texas Government Code, §2157.068, requires State agencies to buy commodity items (as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR, or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

W. Appendix A, Section 7. Contract Fulfillment and Promotion, A. Service, Sales and Support of the Contract, is hereby restated in its entirety as follows:

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract, except as may be approved otherwise by DIR in writing.

X. Appendix A, Section 7.B, Use of Order Fulfillers, is hereby restated in its entirety as follows:

DIR agrees to permit Vendor to utilize designated third parties to provide sales support resources to Customers (such designated third parties are hereinafter referred to as “Resellers”). Such participation is subject to the following conditions:

1) Designation of Resellers

- a) Vendor may designate Resellers to act as the distributors for products and services available under the Contract. In designating Resellers, and to the extent required by law, Vendor must be in compliance with the State’s Policy on Utilization of Historically Underutilized Businesses, a copy of which shall be provided to Vendor. In addition to any required Subcontracting Plan, Vendor shall provide DIR with the following Reseller information: Reseller name, Reseller business address, Reseller CPA Identification Number, Reseller contact person email address and phone number. Vendor may also note that certain Resellers may only sell limited products and/or services offered under the Contract.
- b) DIR reserves the right to require the Vendor to rescind any such Reseller participation or request that Vendor name additional Resellers should DIR determine it is in the best interest of the State.
- c) Vendor shall be responsible for its Resellers’ performance under and compliance with the terms and conditions of the Contract to the extent provided in the Contract and subject to the limitations set forth in the Contract. Vendor shall enter into contracts with Resellers and use terms and conditions that are consistent with the terms and conditions of the Contract.
- d) Vendor shall have the right to qualify Resellers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Resellers based upon Vendor’s established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.
- e) Vendor shall not prohibit Resellers from participating in other procurement opportunities offered through DIR.

2) Changes in Reseller List

Vendor may add Resellers throughout the term of the Contract upon written authorization by DIR. In addition, Vendor may delete Resellers at any time throughout the term of the Contract upon written notice to DIR. Prior to adding or deleting Resellers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State’s Policy on Utilization of Historically Underutilized Businesses, a copy of which shall be provided to Vendor. Vendor shall provide DIR with its updated Subcontracting Plan and the Reseller information listed in Section 7.B.1.a above.

3) Reseller Pricing to Customer

Reseller pricing to the Customer for Order Forms placed under this Contract shall comply with the Customer price as stated within Section 4 of the Contract, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee, provided that nothing shall preclude a Reseller from offering Customers prices lower than as stated in Section 4 and Appendix C.

Y. **Appendix A, Section 7.C, Product Warranty and Return Policies**, is hereby restated in its entirety as follows:

1) Product and Service Warranties

a) Hardware. Vendor provides a limited warranty (the "Oracle Hardware Warranty") for the hardware purchased by the Customer pursuant to the Contract. Vendor warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to Customer. Customer must notify Vendor of any hardware warranty deficiency within one year after delivery. **VENDOR DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE.** You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/support/policies.html> ("the warranty web page") incorporated herein by reference. Any changes to the Oracle Hardware Warranty details specified on the warranty web page will not apply to hardware ordered prior to such change. The Oracle Hardware Warranty applies only to hardware that has been (i) manufactured by Vendor and (ii) sold by Vendor (either directly or by a Reseller). The hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle. Replacement units for defective parts or hardware items replaced under the Oracle Hardware Warranty may be new or like new quality.

Notwithstanding the foregoing, Oracle represents that all components sold are warranted as new components. During the course of quality control of a newly manufactured piece of equipment and other manufacturing related initial testing on the new piece of equipment a vendor may need to replace faulty components. Those faulty components may be returned to the originating manufacturing with supporting documentation. If in the opinion of the originating manufacturer, the part (or sub-assembly) subsequently meets Oracle specification, the originating manufacturer may re-ship the product to Oracle as new inventory. On re-certification by Oracle Quality control, that part or sub-assembly is returned to the supply chain inventory for use in the assembly process as new product.

Such replacement units assume the warranty status of the hardware into which they are installed and have not separate or independent warranty of any kind. Title in all defective parts or hardware items shall transfer back to Vendor upon removal from the hardware. The Oracle Hardware Warranty does not apply to normal wear of the hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser of the hardware and may be void in the event that title to the hardware is transferred to a third party.

b) Programs. Vendor warrants that a program licensed to the Customer pursuant to the Contract will operate in all material respects as described in the applicable documentation for one year after delivery (i.e., via physical shipment or electronic download) to Customer. Customer must notify Vendor of any program warranty deficiency within one year after delivery. **VENDOR DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT VENDOR WILL CORRECT ALL PROGRAM ERRORS.**

c) **Media.** Vendor warrants that the media for programs, operating system and integrated software purchased by the Customer pursuant to the Contract will be free from material defects in materials and workmanship under normal use for a period of 90 calendar days from the date the media is shipped to Customer. Customer must notify Vendor of any media warranty deficiency within 90 calendar days after delivery. The operating system and integrated software is provided "AS IS".

d) **Services.** Vendor warrants that services (except Managed Cloud Services, Cloud Services and Technical Cloud Services) will be provided in a professional manner consistent with industry standards. Customer must notify Vendor of any services warranty deficiencies within 90 calendar days from performance of the deficient services. The warranties, disclaimers and exclusive remedies for breach of warranty for Managed Cloud Services are provided for in Schedule M (attached as Appendix L to the Contract) and for Cloud Services and Technical Cloud Services are provided for in Schedule C (attached as Appendix M to the Contract).

2) Exclusive Remedies

a) **Hardware.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VENDOR'S ENTIRE LIABILITY FOR ANY BREACH OF THE ABOVE HARDWARE WARRANTIES SHALL BE THE REPAIR OR, AT VENDOR'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO THE ORDER FULFILLER FOR THE DEFECTIVE PRODUCT AND ANY UNUSED, PREPAID FEES FOR TECHNICAL SUPPORT SERVICES RELATED TO SUCH DEFECTIVE PRODUCT.

b) **Programs.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VENDOR'S ENTIRE LIABILITY FOR ANY BREACH OF THE ABOVE PROGRAM WARRANTIES SHALL BE THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF VENDOR CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, VENDOR MAY END THE RELATED PROGRAM LICENSE AND CUSTOMER MAY RECOVER THE FEES CUSTOMER PAID TO THE ORDER FULFILLER FOR SUCH PROGRAM LICENSE AND ALL UNUSED, PREPAID FEES FOR TECHNICAL SUPPORT SERVICES RELATED TO SUCH PROGRAM LICENSE.

c) **Media.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VENDOR'S ENTIRE LAIBILTY FOR BREACH OF THE ABOVE MEDIA WARRANTIES SHALL BE THE REPLACEMENT OF THE DEFECTIVE MEDIA, PROVIDED IT IS RETURNED TO VENDOR WITHIN THE APPLICABLE WARRANTY PERIOD, AND SUBJECT TO STANDARD SHIPPING AND HANDLING FEES.

d) **Services.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VENDOR'S ENTIRE LIABILITY FOR ANY BREACH OF THE ABOVE SERVICES WARRANTIES, SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICES OR, IF VENDOR CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CUSTOMER MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO THE ORDER FULFILLER FOR THE DEFICIENT SERVICES.

e) General. **TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3) Invalidation of the Hardware or Media Warranties by Customer

No warranty will apply to hardware, operating system, integrated software, integrated software options or media which has been:

- a) modified, altered or adapted without Vendor's written consent (including modification by removal of the Vendor serial number tag on the hardware);
- b) maltreated or used in a manner other than in accordance with the relevant documentation;
- c) repaired by any third party in a manner which fails to meet Vendor's quality standards;
- d) improperly installed by any party other than Vendor or an authorized Vendor certified installation partner;
- e) used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- f) relocated without Vendor's written consent, to the extent that problems are attributable to such relocation;
- g) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h) used by parties appearing on the most current U.S. export exclusion list;
- i) relocated to countries subject to U.S. trade embargo or restrictions;
- j) used remotely to facilitate any activities in the countries referenced in (h) or (i) above;
- or
- k) purchased from any entity other than Vendor or a Reseller.

Z. Appendix A, Section 7.D, Customer Site Preparation, is hereby restated in its entirety as follows:

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation. Customer acknowledges that to operate certain hardware, its facility must meet a minimum set of site requirements. Such site requirements may change from time to time, as communicated by Order Fulfiller and the applicable documentation provided with the hardware.

Z. Appendix A, Section 7.E, Internet Access to Contract and Pricing Information is hereby restated in its entirety as follows:

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and service offerings under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

- a) the products and services offered;

- b) product and service specifications;
- c) specific Contract pricing;
- d) i) discount percentage (%) off MSRP, or (ii) List Price;
- e) designated Resellers;
- f) contact information (e.g., name, telephone number and/or email address) for Vendor and designated Resellers;
- g) instructions for obtaining Order Forms and placing orders;
- h) Vendor's warranty and order and delivery policies;
- i) return policies;
- j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- k) a link to the DIR "Cooperative Contracts" webpage; and
- l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty, subject to the notice and cure provisions set forth in Section 11.B.3. below.

2) Accurate and Timely Contract Information

Vendor will use commercially reasonable efforts to ensure that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after receipt of written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is uniform with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties, other than Resellers or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

BB. Appendix A, Section 7.F, DIR Logo, is hereby restated in its entirety as follows:

Vendor and Reseller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Reseller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

CC. Appendix A, Section 7.G, Vendor and Reseller Logo, is hereby restated in its entirety as follows:

If DIR receives Vendor's prior written approval, DIR may use the Vendor's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. DIR shall not use Vendor's trademarks in a manner that misrepresents its relationship with Vendor or Vendor's products and services, is otherwise misleading or confusing, or reflects negatively on Vendor. If Vendor, in its sole discretion, determines that DIR's use of Vendor's trademarks is not in compliance with the Contract, Vendor shall promptly notify DIR and DIR shall promptly modify or discontinue its use of such trademarks as directed by Vendor. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

DD. Appendix A, Section 7.H, Trade Show Participation, is hereby restated in its entirety as follows:

Vendor may participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any requested participation. Vendor must display the DIR logo at any such requested trade show(s) that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's booth.

EE. Appendix A, Section 7.K, DIR Cost Avoidance, is hereby restated in its entirety as follows:

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon reasonable request by DIR and no more than twice annually, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product

part number, product description, list price, and price to Customer under the Contract, and, to the extent it exists, pricing from any other Vendor contracts with NASPO, GSA, TCPN or TIP.

FF. Appendix A, Section 8.C, Customer Price is hereby restated in its entirety as follows:

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee Percentage, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided by the Vendor or its Reseller at a greater discount than the applicable discount in this Contract to a DIR eligible Texas Customer who is not purchasing those products or services under this Contract then the applicable discount in this Contract shall be adjusted to that greater discount by written amendment as set forth herein. The foregoing requirement applies only to products or services provided by Vendor or its Resellers for a quantity of one (1) hardware product under like terms and conditions, and does not apply to volume or special pricing purchases. To the extent that either party provides written notice to the other party that a greater discount was provided by Vendor in accordance with this section, then both parties will utilize best efforts to amend this Contract within thirty (30) business days to reflect the lower price. Any Contract changes finalized pursuant to this section within thirty (30) business days after the date of the notice of such greater discount shall be prospective and not retroactive to the date of that notice. Any Contract changes finalized pursuant to this section more than thirty (30) business days after the date of such notice shall be retroactive to the date of that notice.

GG. Appendix A, Section 8.D, Shipping and Handling Fees is hereby restated in its entirety as follows:

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board (Oracle's shipping terminology for same is DDP-Delivered Duty Paid) Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling within the United States. If the Customer requests expedited or special delivery, or delivery outside of the United States, Customer will be responsible for any charges for expedited or special delivery or such delivery to such locations outside of the United States. Where relevant, each party to this Contract agrees to comply with all relevant export laws and regulations, including the Export Administration Act and Regulations, to assure that no information is exported directly or indirectly, in violation of law.

HH. Appendix A, Section 8.E, Tax Exempt is hereby restated in its entirety as follows:

DIR represents as per Section 151.309, Texas Tax Code, governmental Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, DIR represents that Customers under this Contract are exempt from Federal Excise Taxes, 26

United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request

II. Appendix A, Section 8.F, Travel Expense Reimbursement is hereby restated in its entirety as follows:

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 of the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses will be discussed between the Customer and Vendor prior to inclusion of such estimated travel expenses in the relevant Ordering Form. Travel expenses for a transaction must be approved by the Customer during such discussion and Customer's funding of such travel expenses on a Purchase Order (defined below), after such discussion, will serve as Customer's approval of such travel expenses. Customer shall provide Vendor with a copy of all applicable travel reimbursement policies prior to requiring the Vendor to provide any services for which Vendor might incur travel expenses.

JJ. Appendix A, Section 8.G, Changes to Prices is hereby restated in its entirety as follows:

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price lists shall be made available at a web site to be accessible by the Customers, as further described in Appendix C; and any updates to such price lists shall take effect automatically during the term of this Contract and shall be passed onto the Customer in all Order Forms (defined below) issued after any such price list updates are effective, published and posted on Vendor's DIR website.

1) Updated price lists must be requested with a signed cover letter (which may be delivered to DIR via email) indicating the change in price and must be accompanied by a copy of the updated manufacturer or publisher's price list.

2) Requests for updated price lists will be accepted or rejected by DIR within thirty (30) calendar days after receipt of a properly submitted request. Updated price lists that are not accepted within thirty (30) calendar days will be deemed rejected. If a properly submitted updated price list is rejected, Vendor may request that the product or service rejected be removed from the Contract. The product or service will be removed from the Contract upon execution of a written Contract amendment, which shall be transmitted to Vendor by DIR within thirty (30) calendar days after receipt of the Vendor's written request to remove the product or service and executed by both parties without undue delay. Existing pricing must

be honored up to the date of execution of the Contract amendment. Vendor anticipates updates to price lists at least once annually; however, price lists may not be updated for at least ninety (90) calendar days after the Contract effective date.

3) In the event that an updated price list that has been rejected under the process described in section 2 above includes a price decrease, such price decrease may be passed onto the Customer in Order Forms.

KK. Appendix A, Section 8.H, Purchase Orders is hereby restated in its entirety as follows:

All orders will be placed directly with the Order Fulfiller. Order Forms shall be effective and binding upon Vendor or Order Fulfiller when accepted by Order Fulfiller; provided that (i) the Order Form is accompanied by a Purchase Order; (ii) the Order Form incorporates the Contract; (iii) the fees on the Purchase Order and Order Form are the same; and (iv) the Order Form is executed by the Customer and the Order Fulfiller. Once an order is accepted by the Order Fulfiller, the Customer's order is non-cancelable and the sums paid nonrefundable, except as provide elsewhere in the Contract.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

LL. Appendix A, Section 8.I, Invoices is hereby restated in its entirety as follows:

- 1) Invoices shall be submitted by the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any applicable provision of acceptance of such products and/or services as set forth in the Contract or the applicable Order Form shall be made by the Customer to the Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Order Fulfiller will agree to acceptable terms.
- 2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer. Invoices for programs are issued as of the program commencement date. Invoices for hardware are issued as of the hardware commencement date. Technical support services, Managed Cloud Services and Cloud Services are invoiced quarterly in arrears, and Technical Cloud Services and other services are invoiced monthly in arrears and as may be further specified on the relevant Order Form. Travel expenses are invoiced monthly as they are incurred. Oracle University Learning Credits may be invoiced and paid in accordance with state procedures for training or subscription agreements. . Invoices may also include any written changes to the ordered hardware made by the Customer prior to shipment and agreed to by Vendor in accordance with Appendix A, Section 8.H, as well as any changes made by Vendor in the form of a product substitution or

modification to ordered hardware that does not cause a material adverse effect in overall hardware performance. Additionally, the invoices will include any expedited shipping and handling charges (in accordance with Appendix A, Section 8.D), and any pre-approved travel expenses (in accordance with Appendix A, Section 8.F). The Order Fulfiller is permitted to issue multiple invoices for a single Order Form. [Customers may pay for Oracle University Learning Credits in advance.]

- 3) The administrative fee as set forth in Section 5 of the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

MM. Appendix A, Section 9., Contract Administration, A. Contract Managers is hereby restated in its entirety as follows:

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: (i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, (ii) periodic verification of product pricing, and (iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall designate a contact person or persons as the Contract Manager to manage Vendor's administrative responsibilities under the Contract. Such Contract Manager will be the point of contact to facilitate matters including but not limited to the following (i) supporting the management of the Contract, (ii) facilitating dispute resolution between a Reseller and a Customer, and (iii) advising DIR of Reseller performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Administrator(s) if the assigned Contract Administrator(s) is not or are not, in the reasonable opinion of DIR, adequately serving the needs of the State.

NN. Appendix A, Section 9.B, Reporting and Administrative Fees is hereby restated in its entirety as follows:

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable records pertaining directly to Vendor's performance of services or delivery of products under the Contract at no cost provided that such request for verification under this section is made no more than once per month.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period; provided that if the 15th calendar day falls on a non-business day, then the reports shall be due on the next business day. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed invoices for the reporting period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price (if available), extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee due for the reporting period, and other information as reasonably required by DIR for all similarly situated vendors; provided, however, that DIR shall provide Vendor adequate advance notice and time to review and include such information in the reports. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this Section. Notwithstanding the foregoing, should a Reseller be delinquent in providing information to Vendor for inclusion in the related month's report and such report has been submitted to DIR by Vendor, Vendor may include such information in the subsequent month's report rather than correcting or updating the corresponding month's report, and Vendor shall not be deemed to have delivered a late or inaccurate report.

3) Historically Underutilized Businesses Subcontract Reports

- a) Upon request by Customer or DIR, Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
- b) Reports shall be due in accordance with the applicable provisions of the Texas Administrative Code, Title 34, Part 1, Chapter 20, Section 20.14.

4) DIR Administrative Fee

- a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. Payment of the administrative fee shall be due on the twentieth (20th) calendar day after the close of the previous month period, provided that if the twentieth (20th) calendar day falls on a non-business day, then the administrative fee shall be due on the next business day. DIR may change the amount of the administrative fee upon thirty (30) days written notice to Vendor without the need for a formal contract amendment.
- b) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this Section. Vendor shall correct any inaccurate reports or administrative fee payments within five (5) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within five (5) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within five (5) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section at Vendor's expense. Vendor and DIR will attempt to mutually select and agree on the auditor; however, if they cannot do so within 30 days, then DIR will make the selection. If Vendor is found to be responsible for financially inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Vendor's Contract.

OO. Appendix A, Section 9.C, Records and Audits is hereby restated in its entirety as follows:

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations

supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall provide all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting (provided that such designee is not a competitor of Vendor), Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's reasonable satisfaction that Vendor's calculation of DIR's administrative fee is correct.

PP. Appendix A, Section 10., Vendor Responsibilities, A. Indemnification, 1) Independent Contractor, 2) Acts or Omissions, 3) Infringements and 4) Property Damage, is hereby restated in their entirety as follows:

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES, FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT

WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CUSTOMERS, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES, FROM ANY AND ALL THIRD PARTY CLAIMS, WHICH PERTAIN TO ORACLE- BRANDED PRODUCTS AND SERVICES, INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES, VENDOR-NEGOTIATED SETTLEMENT AMOUNTS, AND COURT-AWARDED DAMAGES. THE DEFENSE SHALL BE COORDINATED BY VENDOR, WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing;

c) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service in combination with product or services not provided under the Contract; (ii) use of the product or service for a purpose or in a manner for which the product or service was not designed, as provided for in the user documentation or the Service Specifications (as defined in Appendix M (Schedule C-Cloud Services-Public Sector), as applicable; (iii) any modification made to the product without Vendor's written approval; (iv) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (v) any intellectual property right owned by or licensed to Customer; (vi) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement; or (vii) if the Customer uses a version of product or service which has been superseded via a patch, update, upgrade, fix or similar method or process and the Customer is not using such newer version of the product or service.

d) Vendor will transfer to Customer any third party intellectual property infringement indemnification for non-Oracle Branded Products, Software, and Services delivered under the Contract and transferable to Customer.

e) This section provides the parties' exclusive remedy for any infringement claims or damages.

f) The parties hereby clarify that with respect to Cloud Services, Vendor will not indemnify Customer to the extent that an infringement claim is based on Third Party Content (as defined in Appendix M (Schedule C – Cloud Services – Public Sector)) or any material from a third party portal or other external source that is accessible to Customer within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Vendor will not indemnify Customer for infringement caused by such Customer's actions against any third party if the Cloud Services as delivered to such Customer and used in accordance with the terms of this Contract would not otherwise infringe any third party intellectual property rights. With respect to Cloud Services, the infringement indemnification does not include Separately Licensed Third Party Technology (as defined in Appendix M (Schedule G – General Terms – Public Sector)). Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used (a) in unmodified form, (b) as part of or as required to use the Cloud Services, and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Contract, Vendor will indemnify Customer for infringement claims for Separately Licensed Third Party Technology to the same extent as Vendor is required to provide infringement indemnification under the terms of this Contract.

4) PROPERTY DAMAGE

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS PERTAINING TO BODILY INJURY AND/OR TANGIBLE PERSONAL PROPERTY DAMAGE DUE TO THE NEGLIGENCE, MISCONDUCT, OR INTENTIONALLY WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS WHILE PERFORMING OR PARTICIPATING IN SERVICES UNDER AN ORDER FORM AT THE CUSTOMER'S SITE, IF SUCH ACTIONS OR OMISSIONS WERE NOT PROXIMATELY CAUSED BY THE ACTION OR OMISSION OF THE CUSTOMER, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES, VENDOR-NEGOTIATED SETTLEMENT AMOUNTS, AND COURT-AWARDED DAMAGES. THE DEFENSE SHALL BE COORDINATED BY VENDOR, WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. AS USED IN THIS SECTION, THE TERM "TANGIBLE PERSONAL PROPERTY" SHALL NOT INCLUDE SOFTWARE, DOCUMENTATION, DATA OR DATA FILES. VENDOR SHALL HAVE NO LIABILITY FOR ANY CLAIM OF BODILY INJURY AND/OR TANGIBLE PERSONAL PROPERTY DAMAGE ARISING FROM USE OF SOFTWARE OR HARDWARE, UNLESS THE INJURY OR DAMAGE WAS CAUSED BY VENDOR'S HARDWARE OR SOFTWARE FAILING TO PERFORM ACCORDING TO ITS DOCUMENTATION OR SPECIFICATIONS AS DESCRIBED IN, AND WITH REMEDIES SPECIFIED IN, VENDOR'S ATTACHED WARRANTY PROVISIONS AND PRODUCT/SERVICE SPECIFICATIONS. THIS

SECTION STATES THE PARTIES' ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR BODILY INJURY AND PROPERTY DAMAGE.

QQ. Appendix A, Section 10.C, Vendor Certifications, is hereby restated in their entirety as follows:

Vendor certifies, as of the effective date of this Contract and to the best of its knowledge that:

- (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
- (ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) it has not violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (v) under Section 2155.004, Texas Government Code, it is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate;
- (vi) there are no suits or proceedings pending or threatened against or affecting it, which if determined adversely to them will have a material adverse effect on the ability to fulfill its obligations under the Contract;
- (vii) it is not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- (viii) it is not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (ix) to the extent applicable to this scope of this Contract, it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
- (x) it agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (xi) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (xii) it certifies for itself and its subcontractors that it has identified all current or former, within the last five years, employees of the State of Texas assigned to work on the Contract 20% or more of their time and has disclosed them to DIR and has disclosed or does not knowingly employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, it shall disclose for itself and on behalf of subcontractors the fact of the change, the nature of the change and, unless prohibited by law, the name and other

- pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity. If the preceding is prevented by law, Vendor shall provide the citation to the law to DIR;
- (xiii) it represents and warrants that the provision of products and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, it certifies that it shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
 - (xiv) Under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
 - (xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures;
 - (xvi) it represents and warrants that the Customer's payment and the Vendor's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;
 - (xvii) to the extent applicable to this scope of this contract, it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract;
 - (xviii) it represents and warrants that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this contract.

The foregoing certifications, representations and warranties apply only as to Vendor and any of Vendor's acquired companies from and after the date of acquisition. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract. During the term of the Contract, Vendor shall, for itself and on behalf of its subcontractors, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor will use commercially reasonable efforts to cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to Contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

RR. Appendix A, Section 10.D, Ability to Conduct Business in Texas, is hereby restated in its entirety as follows:

Vendor is authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

SS. Appendix A, Section 10.E, Equal Opportunity Compliance, is hereby restated in its entirety as follows:

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon reasonable request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as necessary information on the composition of its principals and staff, including minorities and women in management or other positions with discretionary or decision-making authority.

TT. Appendix A, Section 10.F, Use of Subcontractors, is hereby restated in its entirety as follows:

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

UU. Appendix A, Section 10.G, Responsibility for Actions, is hereby restated in its entirety as follows:

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest. If the preceding is prevented by law, Vendor must provide the fact of the change, the nature of the change, and the citation to the law preventing further disclosure to DIR.

VV. Appendix A, Section 10.H, Confidentiality, is hereby restated in its entirety as follows:

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act. DIR and Customers agree to provide Vendor reasonable notice prior to

disclosing any Vendor Confidential Information in response to a valid request made pursuant to the Texas Public Information Act.

2) By virtue of the Contract and orders submitted under the Contract, DIR, the Customer and Vendor may have access to information that is confidential to one another (“Confidential Information”). Each of the parties agrees to disclose only Confidential Information that is required for the performance of obligations under the Contract or any Order Form (and corresponding Purchase Order). Confidential Information shall be limited to all information clearly identified as confidential at the time of disclosure. A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; (d) is independently developed by the other party or (e) is required to be disclosed pursuant to the Texas Public Information Act. Except as set forth in the immediately following sentence, the parties agree to hold each other’s Confidential Information in confidence for a period of three years from the date of disclosure. Regarding any Cloud Services purchased by a Customer, with respect to such Customer Your Content (as defined in Appendix M) and Your Applications (as defined in Appendix M) residing in the applicable Services Environment (as defined in Appendix M) will be considered Confidential Information, and Vendor will (i) hold such Confidential Information in confidence for as long as it resides in the Services Environment and (ii) protect the confidentiality of such Confidential Information in accordance with the Vendor security practices defined in the Service Specifications (as defined in Appendix M) applicable to such Customer’s order. Also, each of the parties agrees to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent any party from disclosing the terms or pricing under the Contract or orders submitted under the Contract in any legal proceeding arising from or in connection with the Contract or disclosing the Confidential Information to a federal or state governmental entity as required by law.

WW. Appendix A, Section 10.I, Security of Premises, Equipment, Data and Personnel, is hereby restated in its entirety as follows:

When performing on-site installation services and/or packaged services for a Customer under an Order Form, Vendor and/or Order Filler may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials that Vendor did not create as a deliverable under an Order Form (collectively referred to as “Data”) belonging to the Customer. When performing on-site services, Vendor and/or Reseller shall follow Customer’s instructions to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the reasonable instructions of the Customer which will be provided to Vendor in advance in writing to the extent practicable. Vendor and/or Reseller shall be responsible for damage to Customer's equipment, workplace, and its contents (but excluding software, documentation, Data or data files) when such damage is caused by the negligent or intentionally wrongful actions or omissions of its employees or subcontractors if such actions or omissions were not proximately caused by the action or omission of the Customer or any third party. If a Vendor and/or Reseller fails to comply with

Customer's security requirements (provided that the Customer provides the security requirements to Vendor in advance and as provided above in this Section, then Customer may immediately terminate its Purchase Order and related Order Form.

XX. Appendix A, Section 10.J, Background and/or Criminal History Investigation is hereby restated in its entirety as follows:

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Order Form or request replacement of the employee or subcontractor in question. In the event that Customer conducts a background check on Vendor and/or Order Fulfiller personnel under the Contract, the terms of such background check will be outlined in the applicable Order Form.

YY. Appendix A, Section 10.K, Limitation of Liability, is hereby restated in its entirety as follows:

1) For any claim or cause of action arising under or related to the Contract or any Order Form (and corresponding Purchase Order: (a) to the extent not prohibited by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for any indirect, incidental, punitive, special, or consequential damages, even if it is advised of the possibility of such damages, or any loss of profits, revenue, data or data use; and (b) except with respect to the exclusive infringement indemnification provided for in Appendix A, Section 10.A.3, Vendor's maximum liability for damages of any kind arising out of or related to the Contract or any Order Form (and corresponding Purchase Order), whether in contract or tort, or otherwise, to the Customer shall be limited to the total amount paid to the Order Fulfiller by such Customer under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action, and if such damages result from Customer's use of programs, hardware or services, such liability shall be limited to the fees paid by such Customer to Order Fulfiller for the deficient program, hardware or services giving rise to the liability.

2) Notwithstanding clause (1)(a) in the immediately preceding paragraph in this section 10.K, for any claim or cause of action arising out of the misappropriation of a Customer's nonpublic personal information residing in such Customer's Services Environment (as defined in Appendix M) that results solely from Vendor's breach of its security practices incorporated into such Customer's applicable order of Cloud Services (as defined in Appendix M), Vendor's aggregate liability for damages of any kind under the Contract shall be limited to four (4) times the total amounts actually paid to Vendor for the Cloud Services under the order that is subject of the claim in the 12-month period immediately preceding the event giving rise to such claim; Vendor's aggregate liability under the Contract shall not exceed \$3,000,000.

3) For any claim or cause of action arising exclusively from Platform-as-a-Service and/or Infrastructure-as-a-Service Cloud Services under this Contract: (a) to the extent not prohibited by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for indirect, incidental, punitive, special, or consequential damages, even if it is advised of the possibility of such damages, or any loss of profits, revenue, data or data use; and (b) Vendor's aggregate liability for damages of any kind under the Contract other than for claims for third party patent, trademark or copyright infringement ("IP Claims") shall be limited to the lesser of: (y) thirty-six times the average monthly amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action; or (z) \$20,000,000. Vendor's aggregate liability under the Contract for IP Claims shall not exceed \$15,000,000. CUSTOMERS SHOULD EVALUATE THEIR RISK FOR EACH PURCHASE: IF NEEDED, CUSTOMERS MAY NEGOTIATE HIGHER LIMITATIONS OF LIABILITY.

ZZ. Appendix A, Section 10.M, Prohibited Conduct, is hereby restated in its entirety as follows:

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, Vendor has not communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

AAA. Appendix A, Section 10.N, Required Insurance Coverage, is hereby restated in its entirety as follows:

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within five (5) business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas, and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) Waiver of Subrogation.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$1,000,000 bodily injury per accident, \$1,000,000 bodily injury disease per employee and \$1,000,000 per disease policy limit.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation; and
- b) Additional Insured.

BBB. Appendix A, Section 10.P, Immigration, is hereby restated in its entirety as follows:

Vendor shall comply with all requirements related to federal immigration laws and regulations, including but not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any U.S. based employee(s) who will perform any labor or services pursuant to an Order Form under this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

CCC. Appendix A, Section 10.R, Product and/or Service Substitutions, is hereby restated in its entirety as follows:

Vendor may make product substitutions and modifications that do not cause a material adverse effect on overall product performance. Any changes to Vendor's services will not result in a material reduction in the level of services provided for supported programs or hardware during the period for which fees for such services have been paid.

DDD. Appendix A, Section 10.S, Secure Erasure of Hard Disk Products and/or Services, is deleted in its entirety.

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with NIST 800-88, and in accordance with 1 TAC 202 to the extent 1 TAC 202 contains the same guidelines or requirements contained in NIST 800-88.

EEE. Appendix A, Section 10.T, Deceptive Trade Practices; Unfair Business Practices, is hereby restated in its entirety as follows:

1) Vendor represents and warrants that as of the effective date of this Contract and to the best of its knowledge, neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that as of the effective date of this Contract and to the best of its knowledge it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

FFF. Appendix A, Section 10.U, Drug Free Workplace Policy is hereby restated in its entirety as follows:

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 41 U.S.C. §8101-8106 and maintain a drug-free work environment.

GGG. Appendix A, Section 10.V, Accessibility of Public Information, is hereby restated in its entirety as follows:

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, upon reasonable written request to Vendor, Vendor shall make any public information (as defined in Texas Government Code Section 552.002) in Vendor's possession which was created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in paper or electronic format that is accessible by the public to the State. For the avoidance of doubt, providing any such information under this Section shall not be deemed a violation of any confidentiality provision by Vendor under this Contract or any Order Form. Public information requests must be directed to the appropriate government employee in accordance with the statute.

2) Each State government entity may supplement the provision set forth in Subsection 10.V.1, above, with any applicable additional terms agreed upon by the parties and set forth in the relevant Order Form regarding the specific format by which the Vendor is required to make the information accessible by the public.

HHH. Appendix A, Section 11., Contract Enforcement, A. Enforcement of Contract and Dispute Resolution is hereby restated in its entirety as follows:

1) Vendor and DIR agree that a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

2) To the extent required by law, or subsequently agreed to by Customer and Vendor, disputes arising between a Customer and the Vendor and not resolved in the normal course of business and not involving Vendor's intellectual property shall be resolved in accordance with the following dispute resolution process. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.

4) In the event of any dispute or disagreement between the parties arising out of or relating to this Contract or an Order Form (the "dispute"), the parties will endeavor to resolve the dispute in accordance with this section. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint a Vice President (or the equivalent) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until such Vice President (or the equivalent) concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The parties shall refrain from exercising any termination right and shall continue to perform their respective obligations under this Contract and the applicable Order Form while the parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach promptly makes good faith efforts to cure the breach and pursues the cure in good faith.

III. Appendix A, Section 11.B, Termination, is restated in its entirety as follows:

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Order Forms if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted

delivery of the product or services, they are obligated to pay for the product or services. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR, in its capacity as the administrator of the Contract, may terminate Contract if funds sufficient to pay its obligations, in its capacity as the administrator of the Contract, under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiler will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR or Vendor may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate an Order Form and corresponding Purchase Order for technical support services by giving the other party thirty (30) calendar days written notice. If a Customer terminates an Order Form and corresponding Purchase Order for technical support services pursuant to this provision, the Customer shall pay for the amounts that have accrued for the products and services received prior to the termination of such Order Form and corresponding Purchase Order.

4) Termination for Cause**a) Contract**

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Section 11.A.2 above in an attempt to resolve a dispute; second, after complying with Section 11.A.2 above, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said

default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Order Form/Purchase Order

Customer or Order Fulfiller may terminate an Order Form and corresponding Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Order Form in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Order Form and the corresponding Purchase Order. If a Customer terminates an Order Form and corresponding Purchase Order pursuant to this provision, the Customer shall pay for the amounts that have accrued for the products and services received prior to the termination of such Order Form and corresponding Purchase Order.

5) Customer Rights Under Termination

Except as provided in Section 11.B.6 below, in the event the Contract expires or is terminated for any reason in accordance with Section 11.B, a Customer shall retain its rights under the Contract and the Order Form and corresponding Purchase Order accepted by Order Fulfiller prior to the termination or expiration of the Contract. The Order Form and corresponding Purchase Order shall survive the expiration or termination of the Contract for its then effective term.

6) Vendor or Reseller Rights Under Termination

In the event a license is terminated by the Vendor under Section 7.C or Section 10.A above or an Order Form and a corresponding Purchase Order expires or is terminated by Vendor or Order Fulfiller pursuant to Section 11.B.4.b above, a Customer 1) shall pay within thirty (30) calendar days of such termination all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for (i) hardware and programs ordered and, if applicable under this Contract accepted, and/or (ii) services received under the Order Form and corresponding Purchase Order and 2) may not use the programs and/or services under Section 7.C or Section 10.A above or ordered under the terminated Order Form and corresponding Purchase Order.

JJJ. Appendix A, Section 11.C, Force Majeure, is restated in its entirety as follows:

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, electrical, Internet or telecommunication outage not caused by the obligated party, government restrictions (including the denial or cancellation of any export or other license), or court order or other event outside the reasonable control of the obligated

party, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take all reasonable steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. If such Force Majeure event continues for more than 90 calendar days, either party may cancel unperformed services upon written notice. This section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligations to pay for programs and hardware delivered or services provided.

KKK. Appendix A, Section 12, Notification, is restated in its entirety as follows:

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing. Notwithstanding the foregoing, the parties hereby clarify that with respect to the provision of Cloud Services, certain notices may be provided in accordance with Section 17 of Appendix M (Schedule C—Cloud Services-Public Sector).

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

(Remainder of page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

ORACLE AMERICA, INC.

Authorized By: Signature on File

Name: Elizabeth Hwang

Title: Manager, Public Sector Contracts

Date: 7/27/18

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 7/30/18

Office of General Counsel: db 7/30/18

ORDERING DOCUMENT

Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, CA
 94065

Name	EL PASO WATER UTILITY	Contact	Rose Guevara
Address	1154 HAWKINS BLVD EL PASO TX 79925	Phone Number	(915) 594-5547
		Email Address	rguevara@epwater.org

Programs and Program-Related Service Offerings				
Item	Part Number	Description / License Type	Quantity	Net Fee
1.0	L106085	Oracle Utilities Customer to Meter Base for Residential Customers - 100 in Customer Count Perpetual	2107	461,643.70
1.1		Software Update License & Support		83,753.55
2.0	L106087	Oracle Utilities Customer to Meter Base for Commercial and Industrial Customers - 100 in Customer Count Perpetual	198	650,727.00
2.1		Software Update License & Support		118,057.92
Programs and Program-Related Service Offerings Fees				1,314,182.17

Fee Description	Net Fee
Program Fees	1,112,370.70
Program-Related Service Offering Fees	201,811.47
Total Fees	1,314,182.17

A. Agreement

1. Agreement

This order incorporates by reference the terms of the Contracts 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 30-JUL-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.

B. General Terms

1. Summary of Fees

You have ordered programs, hardware, and/or 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes. All fees are due in accordance with Appendix A, Section 8.J of the agreement.

2. Territory

a. The hardware included on this order shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in this order.

b. The Program licenses included on this order are for use in United States.

3. Delivery

a. Your purchase order must include the following delivery information: Delivery Contact (Name, email address and telephone number) and Delivery Location (your name, full street address, city and zip code).

b. Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.

c. Oracle will deliver to the location specified on your purchase order tangible media for the ordered programs in accordance with the terms of the agreement which are DDP.

4. Segmentation

The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

5. Annual Support Fees

You acknowledge that in consideration for this order, you are receiving a one-time only discount of \$42,910.08, equivalent to the cost of sixty-four (64) days of technical support (i.e., the period from 29-May-2020 to 31-Jul-2020) at annual net fees for support of \$244,721.55 (the "Undiscounted Fee Amount") You acknowledge that the fees for the first year of technical support fees that would be payable by You without such discount would be the Undiscounted Fee Amount, and that for purposes any price cap on future technical support to which You are entitled (including without limitation the price caps included in Appendices A and D of the agreement), Your annual fees for technical support under this order shall be deemed to be the Undiscounted Fee Amount.

6. Offer Validity

The offer is valid through 29-May-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.

EL PASO WATER UTILITY

Signature _____
Name _____
Title _____
Signature Date _____

Effective Date (to be completed by Oracle) _____

Oracle America, Inc.

Signature _____
Name _____
Title _____
Signature Date _____

DocuSigned by:
Jake Camarillo
3C26488AB41E4BB...

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	EL PASO WATER UTILITY	Customer Name	EL PASO WATER UTILITY
Customer Address	1154 HAWKINS BLVD EL PASO TX 79925	Customer Address	1154 HAWKINS BLVD EL PASO TX 79925
Contact Name	Rose Guevara	Contact Name	Rose Guevara
Contact Phone	(915)594-5547	Contact Phone	(915)594-5547
Contact Email	rguevara@epwater.org	Contact Email	rguevara@epwater.org

Tristan West

From: Tristan West <Tristan.West@tmgconsulting.com>
Sent: Friday, April 17, 2020 1:49 PM
To: Werner Klouda
Subject: FW: Quote for C2M-PPFST Pre-Configured Integration
Attachments: CCB-PPSFT Integration Datasheet.pdf

From: Monica Jackson <monica.moctezuma@oracle.com>
Sent: Friday, April 3, 2020 3:55 PM
To: Werner Klouda <WKlouda@epwater.org>; Tristan West <Tristan.West@tmgconsulting.com>; Edgar Campos <ECampos@epwater.org>
Subject: Quote for C2M-PPFST Pre-Configured Integration

Hello, please find below the requested information regarding integration from C2M to Peoplesoft.

- Data Sheet for this integration is attached explaining what's included
- This package for consulting services and tech middleware costs are:
 - 2 processors: \$63,000 license + \$13,860 annual support = \$76,860 total
 - 4 processors: \$70,000 license + \$15,400 annual support = \$85,400 total

Thanks,
Monica

Budgetary Estimate: Oracle Technology Licenses for C2M Application (Restricted Use)

Oracle Unlimited License Agreement (ULA)

Prepared for: El Paso Water Utility

Date: 27-Apr-20 v2

Programs (Product Description)	Metric	Program Quantity	ULA Pricing	Annual Support
Oracle Database Enterprise Edition	Processor	UNLIMITED		
Oracle Real Application Clusters	Processor	UNLIMITED		
Oracle Tuning Pack	Processor	UNLIMITED		
Oracle Diagnostics Pack	Processor	UNLIMITED		
Oracle Partitioning	Processor	UNLIMITED		
Oracle Advanced Compression	Processor	UNLIMITED		
Oracle Advanced Security	Processor	UNLIMITED		
Oracle Active Dataguard	Processor	UNLIMITED		
Oracle Weblogic Server Enterprise Edition	Processor	UNLIMITED		
Oracle Weblogic Server Management Pack	Processor	UNLIMITED		
TOTALS:			\$1,758,990	\$386,978

NOTES:

- Budgetary Fixed Price Estimate (Not to exceed pricing shown)
- Pending final Order Document pre-signed by Oracle (in progress - to be completed on or before May 12th)

The Oracle logo is displayed in a bold, red, sans-serif font. The background of the slide features a colorful, abstract pattern with organic shapes in shades of blue, brown, and orange, resembling a topographic map or a natural landscape.

El Paso Water (EPW) Customer to Meter (C2M) Implementation

Oracle Utilities Global Business Unit (UGBU) C2M Design Review

John Baker

Client Partner

Oracle UGBU

April 10, 2020



Safe harbor statement

The following is intended to outline our general product direction. It is intended for information purposes only and may not be incorporated into any contract. It is not a commitment to deliver any material, code, or functionality, and should not be relied upon in making purchasing decisions. The development, release, timing, and pricing of any features or functionality described for Oracle's products may change and remains at the sole discretion of Oracle Corporation.

Statements in this presentation relating to Oracle's future plans, expectations, beliefs, intentions and prospects are "forward-looking statements" and are subject to material risks and uncertainties. A detailed discussion of these factors and other risks that affect our business is contained in Oracle's Securities and Exchange Commission (SEC) filings, including our most recent reports on Form 10-K and Form 10-Q under the heading "Risk Factors." These filings are available on the SEC's website or on Oracle's website at <http://www.oracle.com/investor>. All information in this presentation is current as of September 2019 and Oracle undertakes no duty to update any statement in light of new information or future events.



Program agenda

- 1 Scope of Services
- 2 EPW Obligations
- 3 Assumptions
- 4 Financial Estimate



Scope of Services

This document presents a high-level scope of services for consideration by EPW, along with a high-level view, for budgetary purposes, of the estimated fees EPW would incur for the Oracle effort associated with the services (“budgetary estimate”).

This budgetary estimate is based on Oracle UGBU Services’ proposal to assist EPW in its C2M implementation by providing enhancement and interface design reviews to help EPW mitigate the risks of this transformation by helping to minimize customizations (or enhancements) and helping to align the implementation with the product direction.



Design Reviews

Engage phase	Focus phase	Refine phase	Enable phase	Live-Operate phase
	Review #1			
	Review #2			

Review #1 - Review gaps and high-level approaches

- Timing – Engage (prior to design)
- Duration – 1 week
- Resources: One (1) solution architect (100%)
- Output: Review #1 Report including observations, risks, and suggestions

Review #2 - Review functional designs

- Timing – Focus
- Duration – Over approximately two (2) months
- Resources: One (1) solution architect (25%) and two (2) solution designers (100%)
- Output: Review #2 Report including observations, risks, and suggestions

Reviews will include discussions with key EPW Team project personnel to provide context to the materials that Oracle is reviewing



EPW Obligations

This budgetary estimate assumes that EPW will be responsible for, at a minimum, the following obligations:

- Perform overall management and execution of C2M implementation program.
- Provide the necessary services infrastructure (i.e., environments, workspace, hardware, phone, modem, email, network, Virtual Private Network (VPN) and printer access) throughout the services timeline.
- Coordinate activities of any third-party vendors engaged with the C2M implementation program as needed for Oracle to effectively provide design review services.
- Provide Oracle with access to project artifacts as needed for the design reviews.
- Provide Oracle with access to relevant functional, technical and business resources to support the design review services. This includes interviews with C2M project team member interviews (both EPW and EPW's System Implementor (SI)).



Assumptions

- This review is intended to provide EPW with general information, and EPW acknowledges that a number of facts and circumstances outside the scope of this review may affect the outcome of EPW's project.
- Information included in the review may represent one of many ways to facilitate EPW's project goals and that completion of EPW's project is subject to factors outside of Oracle's responsibility such as EPW staff, third party staff and other third-party products and services.
- Estimates provided are based on information provided by EPW. Oracle reserves the right to adjust or amend the estimates in the event that additional detailed information is obtained.
- Onsite services will be primarily performed at EPW's offices in El Paso, Texas or at an Oracle location.
- Offshore services will be primarily performed at Oracle Offices in Manila, Philippines and Hyderabad, India. Offshore resources role in the review are to review functional and interface design specifications.
- We assume a total of ninety-four (94) designs related to extensions and fifteen (15) designs related to interfaces.



THIS BUDGETARY ESTIMATE IS NOT A PROPOSAL

We are very pleased to have this opportunity to provide input to your planning process.

Please understand however that this document is not an offer or contract to perform services. It is a budgetary estimate only, provided to help you understand the level of investment that might be needed for services like those you are considering.

Estimates provided in this budgetary estimate are based on a preliminary estimate of effort to be performed by a typical mix of Oracle resources, are based on Oracle standard pricing currently in effect as of the date of this document and assume standard Oracle contract terms and conditions. The estimates are based on Oracle's current understanding of the scope of services and complexity, the above assumptions and obligations, and assumptions Oracle has made including how your company will share in the services to be performed.

Many factors may affect the total amount that you pay for the services. Fees typically increase as items are added to the scope, whereas controlling and limiting the scope can help contain fees.



Financial Estimate

Oracle estimates that services as described in this budgetary estimate, using a typical staffing mix, would require the following:

Indicative level of effort:	165–235 Days
Indicative level of fees:	\$172,000–\$240,000 on a Time and Materials Basis

This budgetary estimate does not include travel expenses, taxes or mobility costs if applicable. Based on a mix of on-site and remote services, an additional amount of about \$14,000 US may be reasonable for you to budget for expenses.

Budgetary estimates can vary considerably. The estimate provided above is subject to revision based upon fluctuations in scope, timeframes, resources, and Oracle pricing schedules.

This budgetary estimate assumes contracting on a time and materials basis. Travel and living expenses are billed as incurred on an actual basis.



CONFIDENTIALITY AND SEGMENTATION

The information contained in this budgetary estimate is Oracle proprietary and confidential information. You agree that the information in this budgetary estimate shall not be disclosed to any third party, and shall not be duplicated, used, or disclosed for any purpose other than to evaluate this budgetary estimate.

This budgetary estimate is not an offer and is intended for information purposes only, which is separate from, and not related with any Oracle product or services offer.



Thank You

John Baker
Client Partner





ORACLE



Mark Scura
 Phone: 757-233-8088
 Fax: 757-965-9486
 Email: mscura@mythics.com

Company Name: El Paso Water Utilities
 Contact: Werner Klouda
 Email: WKlouda@epwater.org

Estimate Number: 42120
 Estimate Prepared On: 4/21/2020
 Valid Through: 10/31/2020

4525 Main Street
 Suite 1500
 Virginia Beach, VA 23462

LICENSES AND SUPPORT

Item Nbr	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Extended Price
1	Oracle Utilities Testing Accerlerator	2 Years	Named User Plus	5	\$ 46,550.00
2	Software Updates and License Support	1 Year	Named User Plus	5	\$ 29,260.00
SUBTOTAL: LICENSE					\$ 46,550.00
SUBTOTAL: SUPPORT					\$ 29,260.00
*TOTAL					\$ 75,810.00
SECOND YEAR SUPPORT					\$ 30,430.40
*TOTAL LICENSE AND 2 YEARS SUPPORT					\$ 106,240.40

Software may be downloaded at: <http://edelivery.oracle.com>

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

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 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

Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>
 You agree that Mythics has the right to cancel your support due to non-payment.

Media is available for download at no additional cost at <http://edelivery.oracle.com/>

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

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

License Definitions and Rules. This order incorporates by reference the terms of the Oracle License Definitions and Rules v031120 which may be viewed at <http://www.oracle.com/contracts>.

To fully understand Your license grant, You need to review the definitions for the licensing metric and term designation as well as the licensing rules.

Purchasing Instructions:

Please include the following statements in your order:

1. This order is placed pursuant to the terms and conditions of **Region 4 (Formerly National IPA) # R190801**
 2. Payment terms are: License - Net 30 and Support - QIA
 3. Reference Mythics Estimate Number: **42120**
- Fax order to 757-965-9486 or email to: mscura@mythics.com

Region 4 Education Service Center (ESC)

Contract # R190801

for

Oracle Products and Related Services

with

Mythics, Inc.

Effective: January 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Mythics, Inc. effective January 1, 2020:

- I. Appendix A; Vendor Contract
- II. Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("Contract") is made as of **October 22, 2019** by and between **Mythics, Inc.** ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Oracle Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 19-08 ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) **Form of Contract.** The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) **Order of Precedence.** In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer

- iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 28) **Stored materials.** Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) **Funding Out Clause.** A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) **Indemnity.** Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) **Marketing.** Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) **Certificates of Insurance.** Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) **Legal Obligations.** It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Mythics, Inc.

Address 4525 Main Street, Suite 1500

City/State/Zip Virginia Beach, VA 23462

Telephone No. 757-412-4362

Email Address SLCcontracts@mythics.com

Printed Name Deonte J. Watters, CCMAP

Title Director of Contracts

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R190801

Initial Contract Term January 1, 2020 to December 31, 2021


Region 4 ESC Authorized Board Member

10/22/19
Date

Faye B. Bryant
Print Name


Region 4 ESC Authorized Board Member

10/22/19
Date

Linda F. Tinnerman
Print Name

Signed Addendums 1-5



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Oracle Products and Services

**SUBMITTAL DEADLINE: Thursday, August 15, 2019, 2:00 PM CENTRAL
TIME**

This Addendum No. 1 amends the Request for Proposals (RFP) for Oracle Products and Services 19-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

1. Revise/Add statements under Vendor Requirements

- First bullet Revised to read - Are Oracle Partner Network (OPN) Diamond or Platinum member in good standing
- Add – Offeror shall include certifications or past project implementations

2. Add the following under Products and Services

- Implementation Services / Audit Services
- AWS/Azure Platform Integration

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Mythics, Inc.

Contact Person Deonte J. Walters, CCMAP Director of Contracts

Signature 

Date 07.26.19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 19-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Oracle Products and Services

**SUBMITTAL DEADLINE: Thursday, August 15, 2019, 2:00 PM CENTRAL
TIME**

This Addendum No. 2 amends the Request for Proposals (RFP) for Oracle Products and Services 19-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Oracle Products and Services only. Therefore, this Addendum No. 2 is hereby issued to:

1. Revise the following statement under Vendor Requirements to read:

- Offeror shall include certifications or past project implementations for individual and/or corporate-level Oracle certifications

2. Remove the following in its entirety under Products and Services:

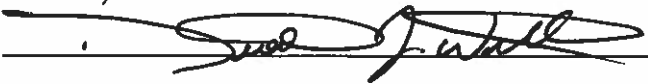
- Implementation Services
- AWS/Azure Platform Integration

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Mythics, Inc.

Contact Person Deante J. Watters, CCMAP - Director of Contracts

Signature 

Date 07.26.19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 19-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Oracle Products and Services

SUBMITTAL DEADLINE: Tuesday, August 20, 2019, 10:00 AM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Oracle Products and Services 19-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Oracle Products and Services. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, August 15, 2019 @ 2:00 PM Central Time and extended as indicated below and above:

- Tuesday, August 20, 2019 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Mythics, Inc.

Contact Person Deonte J. Waters, CCMAP - Director of Contracts

Signature 

Date 07.26.19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 19-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Oracle Products and Services

SUBMITTAL DEADLINE: Tuesday, August 27, 2019, 10:00 AM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for Oracle Products and Services 19-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Oracle Products and Services. Addendum No. 4 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, August 20, 2019 @ 2:00 PM Central Time and extended as indicated below and above:
 - Tuesday, August 27, 2019 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Mythics, Inc.

Contact Person Deonte J. Watters, CCMAP - Director of Contracts

Signature 

Date 8/26/2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 5

Solicitation Number 19-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Oracle Products and Services

SUBMITTAL DEADLINE: Tuesday, September 3, 2019, 10:00 AM CT

This Addendum No. 5 amends the Request for Proposals (RFP) for Oracle Products and Services 19-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Oracle Products and Services. Addendum No. 5 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Thursday, August 27, 2019 @ 2:00 PM Central Time and extended as indicated below and above:
 - Tuesday, September 3, 2019 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Mythics, Inc.

Contact Person Deonte J. Watters, CCMAP - Director of Contracts

Signature 

Date 8/26/2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

TAB 1: a. Terms and Conditions Acceptance Form (Appendix B)

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
I. Scope of Work, pg. 2 of 27	National Contract	The Region 4 Education Service Center ("ESC"), as the Principal Procurement Agency, defined in ATTACHEMENT A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities , and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program.	Accept

		Oracle has specifically excluded private higher education institutions and non-profits from the “Participating Public Agency” definition.	
Appendix A Draft Contract, pg. 15 of 27	Recitals (Sixth WHEREAS paragraph)	WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities , and agencies for the public benefit (“Public Agencies”) may purchase products and services at prices indicated in the Contract upon the Public Agency’s registration with OMNIA Partners.	Accept
Appendix A Draft Contract, pg. 15 of 27	1) Term of agreement.	<p>“The Contract is for a period of three two (32) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC’s intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty five days’ notice to Region 4 ESC.”</p> <p>Oracle has only approved Mythics to enter into a two-year contract.</p>	Accept
Appendix A Draft Contract, pg. 15 of 27	Order of Precedence	<p>Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:</p> <p>i. This Contract, except the Oracle Supplemental Terms and Conditions attached hereto shall prevail where it pertains to the use of the Oracle products and services.</p> <p>The Oracle Supplemental Terms and Conditions are:</p> <p>Oracle Software Programs and/or Services Supplemental Terms and Conditions v050119</p> <p>Oracle Hardware Supplemental Terms and Conditions v050119</p> <p>Oracle Cloud Services Supplemental Terms and Conditions v050119</p> <p>Education Services Agreement</p> <p>ii. Offeror’s Best and Final Offer including any required Mythics Service Agreements</p> <p>iii. Offeror’s proposal</p> <p>iv. RFP and any addenda</p>	Accept

Appendix A Draft Contract, pg. 16 of 27	Cancellation for Non-Performance or Contractor Deficiency.	“Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.” Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract...”	Region 4 may terminate the Contract if purchase volume is determined to be unreasonably low volume in a 12 month period
Appendix A Draft Contract, pg. 18 of 27	Delivery	Conforming product shall be shipped within 7 days of receipt of Purchase Order or as agreed with Participating Public Agency . If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Accept
Appendix A Draft Contract, pg. 18 of 27	Inspection & Acceptance	If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.	Accept
Appendix A Draft Contract, pg. 19 of 27	Warranty Conditions	All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	Accept
Appendix A Draft Contract, pg. 20 of 27	Add the following provision: 34) Changes	In the event of a change to the distribution or reseller agreement between Contractor and Oracle, changes to the license definitions and rules and/or changes to Global Price Lists, Contractor may submit such changes as Oracle requires under Contractor' distribution in writing to the Region 4 ESC for review. Region 4 ESC shall have thirty (30) days to accept or reject those changes. In the event Region 4 ESC accepts the new terms and conditions, Region 4 ESC shall notify Contractor in writing of such acceptance and the parties will negotiate and execute an Amendment to this Contract to incorporate such changes. If Contractor and Region 4 ESC cannot reach agreement to the proposed changes or Region 4 ESC fails to respond to Contractor request within thirty (30) days of receiving notice from Contractor, Contractor may terminate this Contract.	Accept

Tab 2: Products/Pricing

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.

Tab 3: Performance Capability

1 Response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract

Mythics, Inc. (Mythics) is the most capable Oracle partner to consider when awarding a Master Agreement for Oracle Products and Services. As one of Oracle's largest public sector partners, we have the authority to represent, sell, and service all in-scope products and services.

Since forming in 2000, our model has remained simple and effective:

- ✓ Exclusively sell, implement, and support Oracle technology;
- ✓ Employ Oracle-certified presales, sales, support, training, implementation, and industry specialists; and
- ✓ Earn more corporate certifications—Oracle Partner Network (OPN) Resale Rights and Specializations—than our competition.

Accordingly, *all* our resources are committed to helping our customers better fulfill their missions through the purchase, use, and support of Oracle products and services.

1.1 Executive Summary

Summarizing our response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract:

- ✓ **Experience and Qualifications.** Mythics, a long-standing Platinum-level OPM member, has more Resale Rights and Specializations than any other potential bidder.
- ✓ **Strong National Presence.** Mythics employs more Oracle-certified presales, sales, support, training, implementation, and industry specialists than any other OPN member focused primarily on the public sector
- ✓ **Educating our National Sales Force About the Master Agreement.** Our team has extensive experience position the Master Agreement. Through joint marketing and sales activities, 25 States have used the previous contract for a sizable portion of overall Oracle spend. Ten more States, known for stringent use of their exclusive, in-house agreements, have also increased adoption.
- ✓ **Distributing Products Nationwide.** Over the term of the previous contract, Participating Public Agencies in 48 States have issued over 1,000 purchase orders generating over \$216M.
- ✓ **Plan for Marketing the Products and Services Nationwide.** As the incumbent, we have outperformed our original revenue targets averaging over \$70M in each of our last three fiscal years. We will follow and refine the same marketing and sales strategies that have led to the tremendous success of the previous contract.
- ✓ **Professional and Managed Services.** We employ highly-skilled professional and technical resources—from *PMP-certified project managers* to *Oracle-certified specialists*—to deliver a wide-range of Oracle-based professional and managed services following *industry-recognized delivery (PMI) and quality standards (ISO-9001)*.

1.2 Supplier Response

1.2.1 Company

1.2.1.1 Brief history and description of Supplier.

Mythics was founded in 2000 by two former Oracle employees who saw a need for a more competent and loyal Oracle public sector partner. We have become Oracle's premier public sector partner because of our commitment to helping our customers fulfill their missions exclusively through the purchase, use, and support of Oracle technology.

Understanding Oracle's licensing, migration, support, and cloud service policies is difficult. We create strategies that reduce the cost and complexity of maintaining Oracle portfolios. The Oracle catalog is broad and deep—Applications, Cloud Services, Database, Engineered Systems, Infrastructure, Hardware, Servers, Storage Systems, Middleware, and Industry solutions. Our staff holds over 1,200 individual Oracle and industry-standard delivery certifications—acquired through training, practice, and proctored exams. Corporately, we have earned 73 OPN Resale Rights and 55 OPN Specializations. So, we know Oracle technology and how to implement it. We see the distinct challenges and constraints put upon our public sector customers. We help them realize the benefits of applying Oracle technology to their unique IT requirements. And we do these things multiple times, every day.

Along our journey, Oracle, industry observers, and customers have confirmed our value by recognizing Mythics as:

- ✓ Oracle's *Specialized Partner of the Year*—ten times.
- ✓ One of Washington Technology's *Top 100 Government Contractors*—each of the past nine years.
- ✓ One Bloomberg Government's *Top 200 Federal Contractors* based on prime contracts awarded—in each of the last six years.
- ✓ One of the Best Places to Work in Virginia—each of the previous four years.
- ✓ Recipient of National IPA's *2018 Horizon Award*
- ✓ Recipient of the U.S. Department of Homeland Security's *2017 Small Business Achievement Award*

1.2.1.2 Total number and location of salespersons employed by Supplier.

Table 6: Total Number of Mythics Resources by Location.

More than 50% of our employees work remotely across 25 States.

Location	Technology and Support Sales	Presales and Professional Services	Operational Support	Executive Management
VA Beach (HQ)	89	4	65	16
AL		1		
CA	2	3		
CO	1	2		
DC	1	2		
FL	4	7	1	1
GA		3	1	2
IL		9		1
IN				1
LA		1		
MA		1		1
MD	1	14	1	1
MI		1		
MN		3		
MS		1		
NC	3	5	1	1
NJ	1	2		
NY		1		
OH		3		1
PA		6	1	1
SC		1	1	
SD		1		
TN		3		1
TX	2	6		1
VA	14	51	11	7
WA		3		
Total	118	134	82	35

1.2.1.3 Number and location of support centers (if applicable) and location of corporate office.

Table 7: Office Locations.

Office	Location
Corporate Headquarters	Town Center of Virginia Beach 4525 Main Street, Suite 1500 Virginia Beach, VA 23462
U.S. Federal Government Office	Tysons Corner 8045 Leesburg Pike, Suite 401 Vienna, VA 22182
Midwest Office	700 East Firmin Street, Suite 274 Kokomo, Indiana 46902

1.2.1.4 Annual sales for the three previous fiscal years.

Table 8: Annual Sales for the Three Previous Years (Fiscal Years).

Consolidated Revenue	FY17	FY18	FY19
Federal	\$789,484,056.73	\$772,067,732.14	\$717,956,949.01
State and Local	\$269,779,099.68	\$342,208,017.08	\$298,233,664.36
Commercial and Higher Education	\$57,995,522.80	\$82,496,918.59	\$75,002,843.27
Grand Total	\$1,117,258,679.21	\$1,196,772,667.81	\$1,091,193,456.64

1.2.1.5 Submit FEIN and Dunn & Bradstreet report.

Mythics FEIN is 54-1987871.

Please find the Mythics' Dunn & Bradstreet Report in **Tab 7 - Mythics' Attachments**. We have included the following file on the electronic media:

- "Mythics Dunn and Bradstreet Report 06-27-19.pdf"

1.2.1.6 Describe any green or environmental initiatives or policies.

Mythics GREEN Initiatives

Mythics' GREEN program is our commitment to giving back to society, our communities, and the environment by:

LEED-certified Headquarters

In December 2017, we relocated our Virginia Beach headquarters to the Town Center of Virginia Beach located at 4525 Main Street. The building achieved LEED certification for implementing practical and measurable strategies and solutions aimed at achieving high performance in sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality. Some of the sustainable choices implemented included the following strategies and components:

- ✓ Over 40% of building materials are sourced regionally (within a 500-mile radius);
- ✓ Over 75% of construction waste is diverted from landfills by recycling or reuse;
- ✓ Over 20% of the base building is made of recycled content. The lobby's heart pine walls were reclaimed from an old cordage factory and an old dock;
- ✓ 39% water use reduction over the baseline case using efficient plumbing fixtures;
- ✓ 19% energy cost savings over the ANSI standard;
- ✓ 35 preferred parking spaces for low-emitting and fuel-efficient vehicles;
- ✓ Bicycle storage and changing rooms with showers for tenant use;
- ✓ Roof that utilizes high reflection material to reduce the heat island effect.

One area where the office tower excelled on the LEED scorecard was related to its community connectivity and public transportation access. Its prime location in the dynamic Town Center environment provides pedestrian-friendly access within a half-mile radius to essential services such as banks, pharmacies, grocery stores, schools, restaurants, a fitness center, and many more.

Working Remote

Road vehicle emissions are a major source of our exposure to air pollution. By downsizing our offices and moving into “green” buildings, 195 of our 369 employees work remotely, significantly reducing our impact on, and our employee’s exposure to, commuter pollution.

Waste Reduction

In 2012, we set a goal to recycle 50% of our waste each month. Through our continuous improvement efforts, we have consistently recycled 67% because:

- ✓ We increased the size and number of our recycling containers and stations on-premise.
- ✓ We provide recycling education to all employees.
- ✓ We send non-recyclable or hard-to-recycle materials to TerraCycle to reduce our waste. TerraCycle then re-purposes, reuses and recycles our donated items. In turn, we earn money in a points system that funds our environmental and social charity choices.
- ✓ We purchase all paper and plastic products from World Centric, a Zero Carbon Footprint Company to reduce our use of virgin trees and harmful plastics. World Centric uses bagasse for many of their products and only 100% PCW tree fiber when needed. Toxic petroleum-based plastics are obsolete—World Centric only produces plant-based plastics. All products are biodegradable, compostable, and non-GMO.
- ✓ We collect and recycle used batteries.
- ✓ We also participate in Earth Day events to raise money for eco-friendly organizations, such as The Organic Farming Research Foundation and The Canopy Project.

Oracle GREEN Initiatives

Oracle is committed to ethical business conduct and the responsible sourcing of materials throughout its global hardware supply chain. On issues ranging from factory safety, sustainability to conflict minerals, Oracle works within its hardware supply chain and across its industry to advance responsible practices. Oracle introduced a supplier qualification program that requires its suppliers to demonstrate socially and environmentally responsible business practices.

- ✓ **Recognition.** *Newsweek* ranked Oracle #17 among the top green companies in the world and #10 among companies in the US in 2016.
- ✓ **Recycling.** 100% of Oracle’s technology recyclers are ISO 14001 certified, the international standard that specifies requirements for an effective environmental management system.
- ✓ **Oracle Data Centers.** Oracle designs, builds, and operates some of the most energy-efficient data centers in the industry. In recognition of their efforts, the US Environmental Protection Agency awarded Oracle’s largest data centers, the Utah Compute Facility and the Austin Data Center, ENERGY STAR certification.

Within its data centers, Oracle refreshes and reuses hardware and replaces older systems with energy-efficient servers. Oracle uses its virtualization technology to process more than one business function at a time. Oracle uses rotary uninterruptible power supply (UPS) systems and installs branch circuit monitoring to minimize standby energy losses. Oracle deploys intelligent energy management systems that allow wireless control and adjusting of cooling systems. Oracle uses Hot-Air containment to reduce energy consumption by preventing hot-air recirculation significantly. Oracle also separates networking and power distribution to concentrate more power within the data center.

1.2.1.7 Describe any diversity programs or partners supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Corporate Diversity Programs

We are committed to the concept and practice of equal opportunity and affirmative action in all aspects of employment. We have developed an Affirmative Action Plan (AAP) reliant upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission (EEOC) (29 CFR Part 1608). While we believe in distributing our affirmative action policies and equal employment opportunity practices, our AAP contains proprietary information that Mythics must keep confidential.

Each year, we analyze our workforce composition to determine minority and women employment, and if we have met placement goals compared to the appropriate available workforce. We conduct outreach efforts to ensure we treat all applicants and employees fairly based on job-related criteria and without regard to any characteristic protected by applicable law.

Service Delivery Partner Diversity Strategy

We have a long history of working with diverse third-party Service Delivery Partners across the United States. We take pride in working closely with these organizations in their various regions to provide Oracle technology and enabling services to our mutual customers. Leveraging our OPN Resale Rights and OPN Specializations, we support OPN members who do not have the mandatory qualifications to resell, support, or service Oracle technology.

To augment our wide-range and broad scope of capabilities, we have a dedicated Partnerships and Systems Integrator Development Manager (Partner Manager) to manage our subcontractor portfolio. To ensure customer satisfaction and superior delivery, our Partner Manager evaluates and selects subcontractors who match our standards for experience level and technical and commercial skills. We evaluate and select partners through:

- **Nomination.** We opt for an organic approach to subcontractor relationships based on quality and excellent results. Candidate referrals come from a variety of sources (i.e., vendor, customers, employees, cold calls) to initiate the vetting process.
- **Culture Fit.** We take pride in ensuring customer satisfaction and often praised in solving technically complex problems with innovative or custom solutions. During the first vetting call, the Partner Manager determines whether a candidate shares our values and if there is a culture fit between the parties.
- **Technical Fit.** Appropriate members of our professional staff evaluate the candidate's technical ability. This interview may include questions about past or current engagements, their delivery approach, their remediation policies, and how they might solve a technically tricky scenario.
- **Sales Fit.** Our consulting sales executives validate the candidate's relationships with past and current customers. This call also determines the subcontractor's scoping methodology, comfort levels with T&M and Firm Fixed Price (FFP) pricing, remediation plans, response speeds, and overall customer satisfaction.
- **Data Capture.** If we select a subcontractor, we store their technological capabilities, past performance, and business classification in our Implementation Partner System, which manages subcontractor data and performance metrics.

Table 9: Mythics' Diversity Partners. *To help Participating Public Agencies meet their diversity goals, we can supplement our organic services by outsourcing resources from our diverse stable of capable third-party Service Delivery Partners.*

Partner Name	Status	Competency
Accelytics, Inc.	Minority-Owned, HUBZone	<ul style="list-style-type: none"> Oracle BI Cloud, Oracle Enterprise Performance Management Cloud, Oracle Hyperion
All Staff Technical Solutions	Woman-Owned	<ul style="list-style-type: none"> Oracle Middleware
Anvaya Solutions, Inc.	SDB, Woman-Owned, Minority-Owned, 8(a)	<ul style="list-style-type: none"> Oracle Applications Development, General Cyber Security, and Information Assurance
Avenues International, Inc.	Minority-Owned	<ul style="list-style-type: none"> Oracle Big Data, Oracle Business Intelligence (BI), Oracle Cloud Services, Oracle Database and Data Warehousing, Oracle Java
Communications Products, Inc.	SDB, Minority-Owned, Veteran-Owned	<ul style="list-style-type: none"> Oracle Service Cloud
Con Healy LLC D/B/A Symmetrical Data Security LLC	SDB, Veteran-Owned	<ul style="list-style-type: none"> Oracle Applications Development, Oracle IT Infrastructure, Oracle Database, Oracle Middleware
CSI WMBE	Minority-Owned	<ul style="list-style-type: none"> Oracle Middleware, Oracle E-Business Suite
Definitive Results LLC	SDVOSB, HUBZone	<ul style="list-style-type: none"> Oracle Eloqua Marketing Cloud
Eventus Solutions Group LLC	SB	<ul style="list-style-type: none"> Oracle Service Cloud
Exor Solutions, Inc	Minority-Owned	<ul style="list-style-type: none"> Oracle Big Data, Oracle Identity Management
Future CIS, Corp	SDVOSB	<ul style="list-style-type: none"> General Datacenter Modernization, Cyber Security, and Support Services
G2SF, Inc.	SB	<ul style="list-style-type: none"> General Engineering and IT Service Management, Mobility Management, Cyber Security, Cloud Computing, and IT Education and Training
GNC Consulting, Inc.	SB, Minority-Owned, Veteran-Owned	<ul style="list-style-type: none"> Oracle Cloud Services, Oracle Hyperion, Oracle Taleo Cloud, PeopleSoft
Heuristics Informatics Private Limited	Minority-Owned	<ul style="list-style-type: none"> Oracle BI, Oracle E-Business Suite, Oracle IT Infrastructure, Oracle Managed Services
IdentityNest	SB	<ul style="list-style-type: none"> Oracle Identity Management
IDMWORKS, Inc.	Woman-Owned, Minority-Owned	<ul style="list-style-type: none"> Oracle Identity Management
Infinity Tech Group Inc.	Woman-Owned, Minority-Owned	<ul style="list-style-type: none"> Oracle BI
KMC, Inc.	SDB, Minority-Owned, 8(a)	<ul style="list-style-type: none"> Oracle Middleware and Oracle SOA Suite
Linkware, LLC	SB	<ul style="list-style-type: none"> Oracle Database and Oracle WebLogic
M&S Consulting, LLC	SDB, Woman-Owned, HUBZone	<ul style="list-style-type: none"> Oracle Cloud Services, Oracle Enterprise Resource Planning (ERP), Oracle Identity Management, and Oracle Middleware
Missing Link Security	SDVOSB	<ul style="list-style-type: none"> General Cyber Security, Engineering and IT Service Management, and Information Assurance
mLogica	SB, Minority-Owned	<ul style="list-style-type: none"> Oracle Cloud Services, Oracle Hyperion, Oracle Taleo Cloud, PeopleSoft
Monad Solutions Inc.	SDB	<ul style="list-style-type: none"> Oracle Service Cloud
Natsoft Corporation	Minority-Owned	<ul style="list-style-type: none"> Oracle Customer Relationship Management (CRM), Oracle ERP, Oracle Human Capital Management (HCM), and Oracle BI
Nebulogic Technologies (Holdings), Inc.	Minority-Owned, HUBZone	<ul style="list-style-type: none"> Oracle Applications and Oracle Cloud Services

Partner Name	Status	Competency
Network Runners, Inc.	SDB, Woman-Owned, Minority-Owned, 8(a)	<ul style="list-style-type: none"> • Oracle Database
NOVISYS, LLC	SB	<ul style="list-style-type: none"> • Oracle WebLogic
nTech Solutions	Minority-Owned	<ul style="list-style-type: none"> • Oracle BI and Oracle Advanced Analytics
Onshore Outsourcing	Veteran-Owned	<ul style="list-style-type: none"> • Oracle BI, Oracle Business Process Management (BPM), and Oracle Taleo Cloud
Optimal Technologies International, LLC	SDVOSB, 8(a)	<ul style="list-style-type: none"> • Oracle Cloud Services
Peak Mountain Technology Solutions	SDB, Minority-Owned	<ul style="list-style-type: none"> • Oracle CRM, Oracle E-Business Suite, Oracle HCM, Oracle Middleware, Oracle Real Application Clusters (RAC), and Oracle WebLogic
Project Partners, LLC	SDB	<ul style="list-style-type: none"> • Oracle E-Business Suite, Oracle Middleware, and Primavera
SamaraTech, LLC	Minority-Owned	<ul style="list-style-type: none"> • Oracle Cloud, Oracle Big Data, and Oracle IT Infrastructure
Saturn InfoTech, Inc	SDB, Minority-Owned	<ul style="list-style-type: none"> • Oracle BI Cloud and Oracle Planning and Budgeting Cloud
Senryo Technologies	SB, Minority-Owned, 8(a)	<ul style="list-style-type: none"> • Oracle Fusion Financials Cloud, Oracle Service Cloud, and Oracle Taleo Cloud
Speridian Technologies	SDB, Minority-Owned	<ul style="list-style-type: none"> • Oracle BI Cloud, Oracle Documents Cloud, Oracle Eloqua Marketing Cloud, Oracle Service Cloud, and Oracle Social Cloud
TekStream Solutions	SB	<ul style="list-style-type: none"> • Oracle Cloud Services, Oracle Middleware, and Oracle WebCenter
Vulcan Group Inc.	8(a)	<ul style="list-style-type: none"> • Oracle Cloud Services

Through our marketing and sales efforts, we will continue to expand the number of partners we work with nationally to generate additional revenue through the Master Agreement. For large systems integrators, we would be able to promote a comprehensive and complete Oracle contract to respond to large RFPs. For smaller regional partners, we can increase our marketing and sales efforts by leveraging their experience and local relationships. In addition to increased exposure for the Master Agreement, we are aware of many regional partners offering niche Oracle solutions without access to Oracle-focused contract vehicles.

1.2.1.8 Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Mythics does not hold any historically underutilized business certifications.

1.2.1.9 Describe how supplier differentiates itself from its competitors.

Mythics differentiates itself from its competitors through our dedication to Oracle, partnership level, number of OPN Resale Rights and OPN Specializations, national footprint, and professional and managed services capabilities.

Dedication to Oracle

Mythics has remained 100% dedicated to selling, implementing, and supporting Oracle technology since incorporating in 2000. Our *entire* business model focuses on selling Oracle technology and services to the public sector. Our existence depends on our ability to continuously attract and employ skilled resources necessary to maintain our partnership level and earn new Resale Rights and Specializations.

Partnership Level

Table 10: Comparison of OPN Member Partnership Levels.
Only five of the six OPN members who have a Support Renewal Schedule have achieved Platinum level.

OPN Member	Partnership Level
Mythics	Platinum; Cloud Standard
Dynamic Systems	Platinum; Cloud Standard
DLT	Platinum; Cloud Standard
Affigent	Platinum; Cloud Standard
BIAS	Platinum
Lancer	Gold

Oracle’s membership consists of 4 ascending levels where Platinum partners have earned more credentials across the *entire* Oracle portfolio than those at other levels:

- **Remarketer.** Remarketers may sell from the portfolio of Oracle 1-Click products, as well as a limited selection of Oracle hardware products. Partners fulfill through regionally located Oracle-authorized value-added distributors (VADs) with no membership fees and no commitment to Oracle.
- **Silver.** Silver partners may sell from the portfolio of Oracle 1-Click products, as well as a limited selection of Oracle hardware products. Additionally, partners at this level may engage with Oracle around the Oracle Cloud Services offerings. Partners fulfill through Oracle and require a nominal membership fee and a contract with Oracle.
- **Gold.** Oracle grants Gold partners the right to resell selected products from Oracle’s Database and Middleware Knowledge Zones. However, Gold partners must apply for Resale Rights for other Oracle technologies. Partners fulfill through Oracle and require a nominal membership fee and a contract with Oracle.

- Platinum.** Platinum is the highest level in OPN. Gold partners may apply for Platinum partner status by obtaining 5 or more Specializations. Oracle recognizes Platinum partners for their expertise across a broad range of products and technologies and earn exclusive promotion and dedicated support from Oracle. Partners fulfill through Oracle and require a nominal membership fee and a contract with Oracle.

NOTE: *As of May 8, 2018, Oracle no longer offers the Diamond and Cloud Registered levels. Oracle has recently introduced Cloud tiers, where partners may earn recognition in selling and implementing Oracle Cloud Solutions.*

Number of OPN Resale Rights and OPN Specializations

Partnership levels and the number of Resale Rights and Specializations serve as a proxy for an OPN member’s level of expertise, resources, and capabilities in selling, implementing, and supporting Oracle technology.

Table 11: Comparison of OPN Member Resale Rights and Specializations. *Mythics has earned more OPN Resale Rights and OPN Specializations than any other potential bidder.*

OPN Member	Total # of Earned OPN Resale Rights	Total # of Earned OPN Specializations
Mythics	73	55
BIAS	57	35
Dynamic Systems	55	34
DLT	72	19
Affigent	57	15
Lancer	23	0

*Please see our response to **Tab 4: Qualifications and Experience, Section 2.1 Mythics’ OPN Resale Rights** and to **Tab 4: Qualifications and Experience, Section 2.2 Mythics OPN Specializations** where we list and describe our current OPN Resale Rights and OPN Specializations.*

Mythics’ National Footprint

We employ the presales, sales, support, training, implementation, and industry specialists necessary to support the missions and objectives of *multiple entities at the same time and throughout the life of the Master Agreement*. Over our past three fiscal years (2017-2019), we processed 6,348 purchase orders for *Oracle products, support, and related services* from non-federal customers eligible for cooperative purchasing in all 50 States—valued at over \$1.05B. **Figure 1** on the next page illustrates our nationwide presence by identifying the total revenue generated within each State (and the total number of transactions processed) over our past three fiscal years (2017-2019).

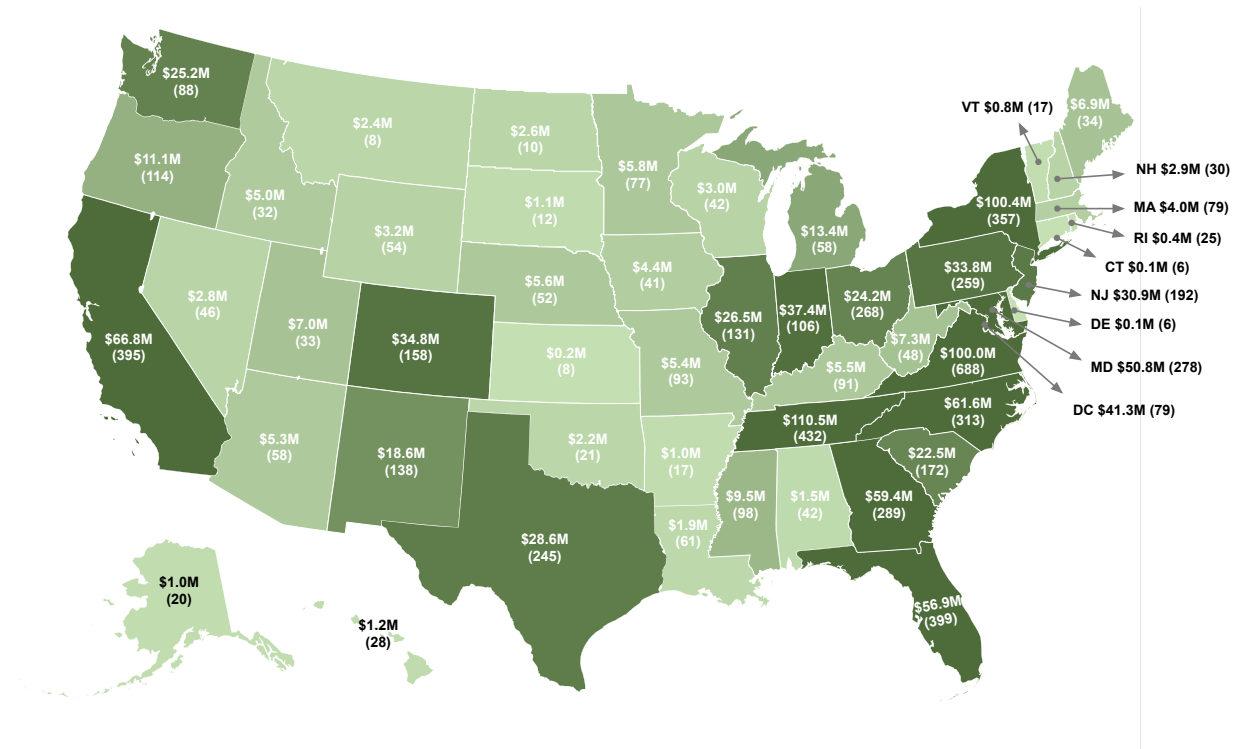


Figure 1: Nationwide Sales Presence. *Mythics generates more purchase orders for Oracle products, support, and related services and produces more revenue across all 50 States than any other OPN public sector partner.*

Professional and Managed Services

Complementing our ability to simplify purchases for Oracle technology is our ability to integrate it successfully into our customer's IT environments. We employ more highly skilled and certified professionals than our competition—from Oracle-certified presales, sales, support, training, implementation, and industry specialists to PMP-certified project managers—to help our customers realize the full potential of their investments in Oracle technology.

*Please see our response to **Tab 4: Qualifications and Experience, Section 3** for a description of our experience, capacity, and depth and breadth of professional and managed services in support of Oracle technologies.*

1.2.1.10 Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Litigation

Mythics was a defendant in litigation brought by the State of Oregon and the Oregon Health Insurance Corporation against Oracle America, Inc., several current or former Oracle employees, and Mythics (Case No.14C20043, filed in the Marion County, Oregon Circuit Court on August 22, 2014). Mythics was named in only one of the fourteen claims in the case, which is a claim for Breach of Contract related to the sale of Oracle products and services to the State of Oregon related to the Oregon Health Insurance Exchange. No claims of fraud were made regarding Mythics. Mythics sole connection to the case was that Mythics fulfilled orders to the State as a

reseller of Oracle products and services. All of the products and services were provided by Oracle. The case was settled in 2016.

Bankruptcy

Mythics is not involved in any bankruptcy proceedings or reorganization plans, nor has it been.

1.2.1.11 Felony Conviction Notice

Mythics is not owned or operated by anyone who has been convicted of a felony.

1.2.1.12 Describe any debarment or suspension actions taken against supplier

No debarment or suspension actions have been taken against Mythics.

1.2.2 Distribution, Logistics

1.2.2.1 Describe the full line of products and services offered by supplier.

Oracle Products and Services

We will offer all Oracle technology and services approved by Oracle's Government Resell Programs Group for the Master Agreement.

*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' Professional and Managed Services

We deliver "world-class" service across the entire Oracle technology stack—from *technology acquisition* (presales and sales) to *implementation* (technology assessments, architecture and design, integration, and installation) through *support* (training, technical support, managed services, license migration, audit services, and ongoing maintenance).

*Please see our response to **Tab 4: Qualifications and Experience, Section 3** for a description of our experience, capacity, and depth and breadth of professional and managed services in support of Oracle technologies.*

1.2.2.2 Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

We distribute Oracle products and services per our agreements with Oracle:

- **Oracle Software.** Customers download Oracle software from the Oracle Software Delivery Cloud designed explicitly for customer fulfillment.
- **Oracle Engineered Systems.** We fulfill Engineered Systems orders directly through Oracle who ships orders to customer-designated locations.
- **Oracle Hardware, Servers, and Storage.** We fulfill non-Engineered Systems hardware through Tech Data Corporation, a long-standing distributor of Sun Microsystem technology. Tech Data ships to customer-designated locations.
- **Oracle Cloud Services.** Oracle hosts cloud services in data centers across the country which are accessible via the customer's internet connections.
- **Oracle Technical Support and Maintenance Support Services.** Oracle directs customers to use My Oracle Support. Oracle delivers professional and technical services Stock Keeping Units (SKU) direct and on-site, where applicable.
- **Oracle University Training.** Distribution is a matter of the customer's choice of medium. Oracle offers Instructor-Led training at authorized education centers across the country. Live Virtual Classes, Self-Study Courses, and Training OnDemand are location agnostic. Oracle holds Private Events at a mutually agreed-upon locations.

Mythics performs training, consulting, technical, professional, and managed services as defined and agreed upon with the customer at the task-order level—whether remote, on-premise, or both. Depending on customer requirements, Mythics may subcontract services to third-party service providers.

1.2.2.3 Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Per our distribution agreements with Oracle, we use Oracle and Tech Data Corporation to process, handle, and ship Oracle Engineered Systems and hardware, servers, and storage.

When performing implementation services, Mythics and other third-party service providers may handle (e.g., install, configure, integrate) Oracle products and as defined and agreed upon with the customer at the task-order level.

1.2.2.4 Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Having distribution facilities, warehouses, or retail networks is not applicable to be an OPN Partner.

*Please see our response to **Tab 3: Performance Capability, Section 1.1.2.2** where we describe how Oracle products and services are distributed nationally in more detail.*

1.2.3 Marketing and Sales

We believe this contract is an attractive platform for Participating Public Agencies seeking Oracle technology. By competitively establishing a cooperative purchasing contract with such a comprehensive scope, Region 4 ESC and OMNIA Partners will save Participating Public Agencies time and money through greater efficiency and economy in acquiring all Oracle technology and related services—compliant with procurement regulations and offered at nationally leveraged pricing. And by awarding to us, Region 4 ESC and OMNIA Partners will have a nationally-recognized partner—with extensive cooperative purchasing experience, the most Oracle resale rights and specializations, and a broad portfolio of Oracle-enabling capabilities.

When marketing this contract to Participating Public Agencies, we will align the features and benefits of this contract to issues relevant to procurement staff and end users as described in **Table 12**. We will work with Region 4 ESC and OMNIA Partners to continuously refine the messaging for how the Master Agreement’s features benefit Participating Public Agencies and update our marketing plans accordingly.

Table 12: Highlighted features and benefits of the Oracle Products and Services Master Agreement.

Features of the Master Agreement	Benefit to Procurement Staff	Benefit to End Users
Aggregating requirements from the combined economies of scale of multiple organizations...	Nationally leveraged pricing Streamlined acquisition cycles	Oracle products and services Faster deployments
Competitively solicited contract employing lead agency model...	Compliance with procurement requirements	Adherence to Oracle distribution agreements and terms and conditions
Comprehensive scope...	Simplified acquisition Contract utility	Availability of Oracle products and services
Frequently updated catalog...	Then-current pricing, terms, and conditions	Then-current offerings
Ability to enhance the scope over time...	Streamlined acquisition cycles Contract utility	Additional offerings through Oracle one-off approvals

Ninety Day Plan

Table 13: Mythics’ Ninety Day Master Agreement Implementation Plan. *We will follow a contract rollout strategy like the one that led to the successful launch of the previous contract.*

Tasks and Activities	Participants	Time Frame (from award date)
Final Negotiation and Contract Signature <ul style="list-style-type: none"> Review contract requirements Complete final contract negotiations Sign contract 	<ul style="list-style-type: none"> Mythics Advisory Board Region 4 ESC OMNIA Partners 	Immediately upon award
Create and Distribute Co-branded Press Release <ul style="list-style-type: none"> Internal Development Publish 	<ul style="list-style-type: none"> Mythics Advisory Board Region 4 ESC OMNIA Partners 	Immediately after contract signature
Executive Leadership Endorsement and Sponsorship <ul style="list-style-type: none"> Review expectations of the overall program Review and finalize Master Agreement Implementation Plan 	<ul style="list-style-type: none"> Mythics Advisory Board Region 4 ESC OMNIA Partners 	10 business days
Internal Endorsement and Sponsorship Review expectations of the overall program: <ul style="list-style-type: none"> Advisory Board (Corporate commitments) Sales (Training, Customer Transition) Marketing (Website, Collateral) Contract Administration (Catalog Maintenance, Sales Reporting, Fee Payment) Legal (Contract Adherence, Ethical Standards) 	<ul style="list-style-type: none"> Mythics Advisory Board Mythics PMO 	15 business days
Kickoff Meeting	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	30 business days
Training and Education of National Sales Force <ul style="list-style-type: none"> Internal Training Joint Training 	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	15 business days 30 business days
Publish Website <ul style="list-style-type: none"> Mythics dedicated webpage OMNIA Partners dedicated page 	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	15 business days 30 business days
Publish Co-branded Marketing Materials <ul style="list-style-type: none"> Internal Development Publish to Websites 	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	15 business days 30 business days
Schedule Event Attendance and Participation <ul style="list-style-type: none"> Trade Shows and Conferences Meetings NIGP Forum 	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	30 business days
Identify Top 10 Region Targets	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	45 business days
Contract Review I <ul style="list-style-type: none"> Marketing (Website, contract guide, collateral) Sales (Lead generation, quoting) Operations (Contract administration, order processing) 	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	45 business days
Improvement Rollout I	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	45 business days
Contract Review II	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	90 business days
Improvement Rollout II	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	90 business days
Contract Reviews <ul style="list-style-type: none"> Topics TBD 	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	Quarterly
Improvement Rollouts <ul style="list-style-type: none"> Initiatives TBD 	<ul style="list-style-type: none"> Mythics PMO OMNIA Partners 	Quarterly

Marketing the Master Agreement

For 19 years, we have developed national programs to help foster new Oracle technology sales and implementations solving the business challenges of our customers. Our marketing team will make the Master Agreement a centerpiece in all our national marketing activities as a preferred contract for Oracle technology, as well as our implementations. There are 6 pillars to our marketing approach, each crafted through a collaboration between our teams, Oracle sales and marketing teams, Region 4 ESC, and OMNIA Partners to ensure maximum coverage and success:

1. **Nationwide Live Oracle Technology Days and Workshops.** Our marketing team develops over 50 Nationwide Technology Days each year tailored to customers and open opportunities in a specific market. While also offering high-quality content, Nationwide Technology Days serve to uncover new opportunities and help drive open opportunities to close. We will promote the Master Agreement in all our Nationwide Technology Days and other workshops run throughout the United States.
2. **Sponsorship and Access to High Profile Oracle Technologists.** Our marketing team works closely with Oracle Field Marketing, Mythics sales, and the elite Oracle Technology teams to gain access to some of the most well-known Oracle Technologists in the world. These events drive tremendous audiences, which will give us the opportunity to highlight the Master Agreement as a preferred contract for Participating Public Agencies.
3. **Oracle Open World.** We invest in a significant showroom presence on the main floor at Oracle's annual Open World in San Francisco, CA. Open World is the largest global Oracle tradeshow serving 100,000+ commercial and public-sector customers and partners. We take this opportunity to highlight our capabilities, promote new contracts, network among customers and partners, and generate demand. We will promote the Master Agreement heavily at all future Oracle Open Worlds.
4. **Virtual Technology Webinars.** We run virtual technology webinars as an inbound marketing effort and as a service to our existing and prospective customers. These webinars are also a significant source of demand and lead generation. We will reshape each of these programs to also include the promotion of the Master Agreement.
5. **Dedicated Region 4 ESC and OMNIA Partners Web and Social Media Support.** In support of the Master Agreement, we will build a custom contract landing page and design a "Featured Mythics Solution/Contract" highlighting the Master Agreement on our web properties. Social media promotions will include:
 - ✓ Twitter: <http://www.twitter.com/mythics>
 - ✓ Facebook: <http://www.facebook.com/goMythics>
 - ✓ LinkedIn: <https://www.linkedin.com/company/mythics/>
6. **Formal Press Release and Promotion via Mythics News.** We will release a formal press release (with Region 4 ESC's and OMNIA Partners' approval) to the various outlets to promote immediate visibility and archive it on our own news site.

1.2.3.1 Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

In addition to the sections below, please see the Ninety Day Plan in **Table 13** above.

Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Our Master Agreement PMO Advisory Board is a group comprised of senior Mythics executives who will endorse and sponsor the Master Agreement to ensure we achieve our goals and maintain our commitments.

*Please see our response to **Tab 3: Performance Capability, Section 1.1.3.8 and Tab 3: Performance Capability, Section 1.1.3.10** where we describe our Master Agreement PMO, our Advisory Board, and its support structure in more detail.*

Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

We will employ the same approach to educate our national sales force on new contracts that proved successful on the previous Oracle contract. Within the first 90 days, our Master Agreement PMO and Advisory Board will develop internal "*Contract Enablement*" trainings to ensure we align the features of the Master Agreement to the needs of eligible agencies and persuasively communicate its value, as well as how and where to best position it for maximum use. Specific tools used to educate the national sales force include:

- **Sales Enablement Contract Review.** We produce and host mandatory contract training webinars to cover best practices that drive more sales through the Master Agreement.
- **Sales Enablement Contract Summary Collateral.** We develop clear, compelling, and consistent content that will always include Region 4 ESC and OMNIA Partners logo placements and highlight the features of the Master Agreement and its benefits. Our collateral targets procurement staff, end-users, and C-level executives, among others.

1.2.3.2 Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to: (Chris)

In addition to the sections below, please see the Ninety Day Plan in **Table 13** above.

Creation and distribution of a co-branded press release to trade publications

Once the contract is signed, our marketing team will co-author a formal press release with Region 4 ESC and OMNIA Partners and release it to the US News one newswire via PR Newswire and archive a copy on our web properties to promote the new contract. The press release will be like the one announcing our previous contract, located at:

<https://www.mythics.com/news/mythics-awarded-ecs-tcpn-oracle-contract>

Announcement, contract details and contact information published on the Supplier's website within first 90 days

In addition to releasing and posting an award announcement on our website, our marketing team will immediately dedicate space on our web properties that contain contract details and contact information. The webpage will be like the one used on our previous contract, located at:

<https://www.mythics.com/contracts/national-intergovernmental-purchasing-alliance-national-ipa>

Design, publication and distribution of co-branded marketing materials within first 90 days

Within 30 days, we will update the collateral used to successfully market the previous contract to highlight the features of the new contract and its benefits.

Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement

Mythics commits to attending and participating with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and Mythics-specific trade shows, conferences, and meetings throughout the term of the Master Agreement

Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Mythics commits to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Mythics. In addition, Mythics commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Our marketing team will communicate the value of the Master Agreement by placing advertisements in regional or national publications.

Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Our marketing team will communicate the value of the contract by implementing direct mail and call campaigns, creatively using social media, participating in trade shows, and hosting technology-focused webinars, among other activities.

Dedicated OMNIA Partners internet web-based homepage on Supplier’s website with:

Within 30 days, we will update our existing webpage to include the following:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Mythics;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners’ website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

1.2.3.3 Describe how Supplier will transition any existing Public Agency customers’ accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Transitioning Accounts to the Master Agreement

Our marketing team will implement and refine the strategy to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. To make the most efficient use of these efforts, we will take a systematic approach to market the Master Agreement to Participating Public Agencies. Through an analysis of our current customer base and Participating Public Agencies, we will organize transition targets into four groups depicted in **Figure 2** and tailor marketing programs for each:

- **Group 1: Transition.** We will contact our customers who are Participating Public Agencies to discuss how *we can easily transition them to the Master Agreement for their Oracle technology requirements.*
- **Group 2: Solution.** For existing Participating Public Agencies who are not existing Mythics or Oracle customers, we will inform them about the Master Agreement, its benefits, and the available Oracle technology. Because this group is already familiar with OMNIA Partners, we will focus on *finding customers with requirements within scope of the Master Agreement.*
- **Group 3: Procurement.** For existing Mythics and Oracle customers who are not yet Participating Public Agencies, we will inform them about the Master Agreement, its benefits, and the available Oracle technology. Because this group is already familiar with Mythics or Oracle, we will focus on *influencing POCs to initiate participation in the OMNIA Partners program as a Participating Public Agency.*

Group 1: Transition Existing OMNIA Partners Participating Public Agencies & Existing Mythics or Oracle Customers	Group 2: Solution Existing OMNIA Partners Participating Public Agencies who are NOT Mythics or Oracle Customers
Group 3: Procurement Existing Mythics or Oracle Customers who are NOT OMNIA Partners Participating Public Agencies	Group 4: Provisional Non-OMNIA Partners Participating Public Agencies & Non-Mythics or Oracle Customers

Figure 2: Target Customer Groups. *We will tailor marketing programs to customers based upon their familiarity with Mythics, Oracle and the OMNIA Partners program.*

- Group 4: Provisional.** When engaging new Mythics or Oracle customers that are not Participating Public Agencies, we will combine our Solution and Procurement strategies. This involves *identifying in-scope customer requirements and influencing POCs to initiate participation in the OMNIA Partners program as a Participating Public Agency.*

Our marketing programs consist of outbound call campaigns, direct marketing initiatives, use of social media, advertisements in regional or national publications, participation in trade shows, technology-focused webinars—among other activities—fueled by clear, compelling, and consistent content appropriate for each medium. In addition to any purpose-built messaging, our brochures, templates, briefs, and other collateral will always highlight the features of the Master Agreement and its benefits.

Other Cooperative Contracts

Table 14 lists Mythics’ current cooperative contracts (regional and national) and describes how the Master Agreement will be positioned among the other cooperative agreements.

Table 14: Mythics Current Cooperative Contracts.

Cooperative Contract	How the Master Agreement will be positioned
OMNIA Partners Oracle Products and Services (Maricopa County)	Mythics’ position is that OMNIA Partners Participating Public Agencies may procure Oracle products and services through any OMNIA Partners’ Master Agreement.
Internet2	Mythics position is that offerings available for purchase under Internet2 are materially different than those available under the Master Agreement. Tier 1 Internet 2 members (private and public higher education institutions that are paying members of Internet2) must purchase information technology through the Internet2 portal to use on the Internet2.
HESS/E&I	HESS/E&I has a specific scope (ERP/Student Cloud) with an emphasis on private higher education institutions, which Oracle expressly excluded from the scope of any OMNIA Partners Master Agreements.
PEPPM PA and PEPPM CA	Mythics has a long-standing relationship with PEPPM. Oracle has only approved PEPPM use by political subdivisions within each PEPPM State (Pennsylvania and California). Oracle did not approve PEPPM for use in other States.

1.2.3.4 Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

We agree to provide our logos to OMNIA Partners and agree to grant permission for reproduction of such logo in marketing communications and promotions. We also acknowledge that the use of the OMNIA Partners logo will require permission for reproduction.

1.2.3.5 Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

We will be proactive in the direct sales of the Master Agreement's products and services to Public Agencies nationwide and provide timely follow up to leads established by OMNIA Partners. All our sales materials will use the OMNIA Partners logo. At a minimum, our sales initiatives will communicate that:

- The Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Provides best government pricing
- Requires no cost to participate
- Is a non-exclusive contract

1.2.3.6 Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

We will train our national sales force on the Master Agreement. At a minimum, sales training will include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

1.2.3.7 Provide the name, title, email and phone number for the person(s), who will be responsible for:

Table 15: Mythics' Points of Contact.

Area of Responsibility	Point of Contact Information
Executive Support	Doug Altamura President Cloud Sales and Managed Services (O) 757-233-8072 DAltamura@mythics.com Paul Seifert President, License, Hardware, and Support Sales (O) 757-233-8078 PSeifert@mythics.com Shane Smutz President, Shared Operations (O) 703-862-8877 SSmutz@mythics.com
Marketing	Chris Richards Vice President Marketing (O) 571-282-4531 CRichards@mythics.com
Sales	Eric Seifert Vice President, State, Local and Higher Ed Sales (O) 757-493-3016 ESeifert@mythics.com
Sales Support	Sean McKenzie Support Solutions Manager (O) 757-233-8077 SMcKenzie@mythics.com
Financial Reporting	Pamela Caton Vice President, Controller (O) 757-233-8076 PCaton@Mythics.com
Accounts Payable	Ashley Ahlschwede Accountant, Accounts Payable (O) 757-416-6537 AAhlschwede@mythics.com
Contracts	Deonte Watters Senior Director, Customer Contracts (O) 757-233-4275 DWatters@mythics.com

1.2.3.8 Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Mythics’ Sales Coverage

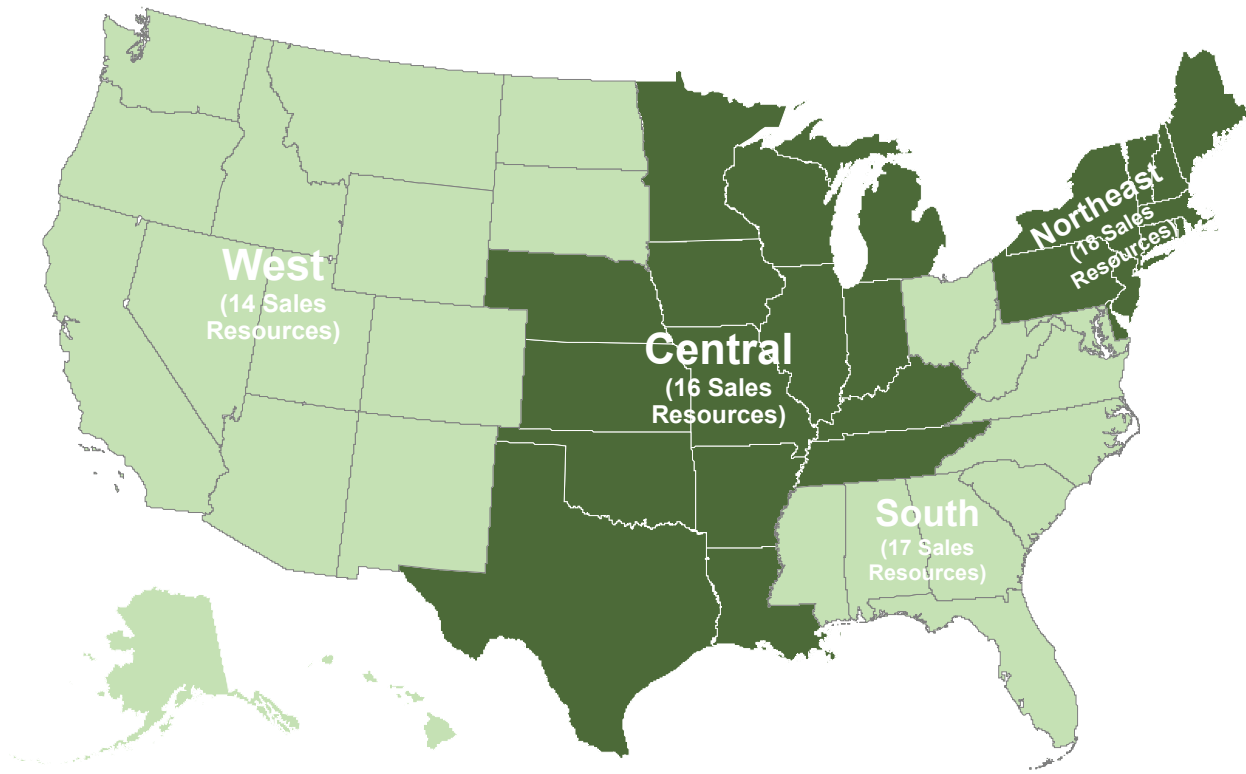


Figure 3: Nationwide Sales Coverage. *Mythics has 65 presales, sales, support, training, implementation, and industry specialists covering all 50 States.*

We employ 65 presales, sales, support, training, implementation, and industry specialists to support the missions and objectives of *multiple entities at the same time and throughout the life of the Master Agreement*. Over our past three fiscal years (2017-2019), we processed 6,348 purchase orders for *Oracle products, support, and related services* from non-federal customers eligible for cooperative purchasing in all 50 States—valued at over \$1.05B.

Mythics’ Master Agreement PMO

Led by Eric Seifert, our Master Agreement Program Management Organization (PMO) will be the principal support group for the Master Agreement and serves as the central interface to Region 4 ESC, OMNIA Partners, and Participating Public Agencies.

Mr. Seifert serves as Vice President of our State, Local, and Higher Ed sales organization. He is responsible for overall program performance, customer satisfaction, and ensuring that Mythics always maintains its commitments. Mr. Seifert directs all our administrative and operational functions and will serve as the primary point of contact through which communications flow between Region 4 ESC, OMNIA Partners, and Mythics. Overseeing our quality assurance

program, he will implement, maintain, and promote awareness of all quality initiatives and continuously measure, evaluate, and improve performance.

Mr. Seifert has filled many roles at Mythics since joining in 2006. Mr. Seifert is an experienced IT sales and contract management professional working with and supporting Oracle software, hardware, support, and implementation in various roles focused on the State and Local government market.

- ✓ Years at Mythics: 13
- ✓ Designated as Key Personnel
- ✓ Time devoted to PMO: 100%
- ✓ ESeifert@mythics.com

Mythics' Master Agreement PMO: Goals and Objectives

Mr. Seifert will lead our PMO to drive the success of the Master Agreement and increase market share motivated by the goals and objectives described in **Table 16** below.

Table 16: Goals and Objectives of Mythics' Master Agreement PMO. *Our PMO will establish the Master Agreement as the premier procurement choice for Oracle technology.*

PMO Goals	Objectives
Establish the Master Agreement as the premier vehicle for all Oracle technology	<ul style="list-style-type: none"> Drive Participating Public Agency adoption of the Master Agreement by communicating its benefits over other procurement options as a more effective and efficient alternative to the costs associated with such bids and solicitations Persuade Oracle to prefer the Master Agreement over comparable alternatives Continuously refresh the Master Agreement through modifications to make current Oracle technology available to all eligible agencies at a discount from current pricing
Commitment to the Master Agreement	<ul style="list-style-type: none"> Train and incentivize Mythics and Oracle resources to lead with the Master Agreement Direct "open market" opportunities to the Master Agreement and present it to Participating Public Agencies as our preferred vehicle Obtain approvals from Oracle to meet previously negotiated pricing to extend potentially deeper discounts through the Master Agreement
Preserve the integrity of the Master Agreement	<ul style="list-style-type: none"> Communicate and operate within the terms and conditions of the Master Agreement Offer only in-scope products and services at, or below, the contract price Participate in program reviews with Region 4 ESC and OMNIA Partners to assess and improve program performance Accurately report and remit administrative fees on time

1.2.3.9 Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Over the years, we have developed strong relationships within the OMNIA Partners sales force. We have had remarkable success working with OMNIA's Partner Development team, initially with Scott Wynne and now Matt East. We have a monthly call to discuss business development, marketing, and sales strategies to promote the use of OMNIA Partners contracts. Our national sales force interacts with the OMNIA Partners Municipal & K-12 and Higher Education Regional Managers daily. We collaborate with the Regional Managers to ensure our shared customers understand the features and benefits of the contract—and most importantly, how to transact business against it.

Selling Oracle is complex. Oracle has a wide range of solutions that cater to IT professionals and functional users alike. We invest significant resources in understanding our customers' IT initiatives and the possibilities of applying Oracle software, hardware, cloud services, support and training, implementation, and managed services to resolve their needs within their budget constraints. Once we qualify an opportunity with technical and business users, we have found OMNIA Partners Regional Managers invaluable in quickly moving it through procurement.

1.2.3.10 Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Mythics' Master Agreement PMO: Structure

Depicted in **Figure 4**, supporting the PMO are the same internal functional organizations that have contributed to the success of the previous contract, helping our customers acquire and integrate Oracle technology into their IT environments. Empowering the PMO is our Master Agreement Advisory Board, a group comprised of senior Mythics executives who will have high visibility into the program to ensure we achieve our goals and maintain our commitments.



Figure 4: Functional Organizations of Mythics' Master Agreement PMO. Supported by our Master Agreement Advisory Board, our PMO contains all necessary functions to service Participating Public Agencies as they acquire and integrate Oracle technology into their IT environments.

1.2.3.11 State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Table 17: Public Agency Sales (FY17-FY19).

Consolidated Revenue	FY17	FY18	FY19
Federal	\$789,484,056.73	\$772,067,732.14	\$717,956,949.01
Commercial and Healthcare	\$25,252,386.67	\$27,377,313.00	\$24,610,748.62
State, Local, and Higher Education	\$302,522,235.81	\$397,327,622.67	\$348,625,759.01
Grand Total	\$1,117,258,679.21	\$1,196,772,667.81	\$1,091,193,456.64

Table 18: Top 10 Public Agency Customers (FY19, excluding Federal Sales).

Customer	Contact Information	FY19 Revenue
State of North Carolina	Kim Mitchell Kim.Mitchell@nc.gov	\$15,002,253.54
State of Tennessee: Tennessee TennCare	Max L Arnold Max.Arnold@tn.gov	\$8,670,132.99
State of New Jersey: Office of Information Technology	Steve Cheetham SteveCheetham@oit.state.nj.us	\$8,339,210.27
State of California. Financial Information System for California (Fi\$Cal)	Subbarao Mupparaju Subbarao.Mupparaju@fiscal.ca.gov	\$7,406,568.05
New York City: DOITT	Stew Fleisig sfleisig@doitt.nyc.gov	\$7,260,226.27
Washington Suburban Sanitary Commission	Sally Barkley sBarkle@wsscwater.com	\$5,919,251.91
Washington Metropolitan Area Transit Authority	Bill Waters rwwalters@wmata.com	\$5,687,102.03
New York City: Financial Information Services Agency	Michele Perez mperez@fisa.nyc.gov	\$5,379,228.56
Metropolitan Government of Nashville and Davidson County	Dawn Clark Dawn.Clark@nashville.gov	\$5,313,968.79
State of Indiana: Office of Information Technology	Todd Carpenter TCarpenter@iot.IN.gov	\$4,943,990.70

1.2.3.12 Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

NetSuite ERP and CRM

We manage our customer lifecycle using NetSuite’s Enterprise Resource Planning (ERP) and Customer Relationship Management (CRM) applications—from first point of contact and quote, through award and delivery, to billing and ongoing customer support. NetSuite ERP runs all our critical back-office operations and financial business processes including accounting, inventory and supply chain and order management. NetSuite CRM provides complete customer lifecycle management from marketing automation, opportunity management, order management and customer service. Because NetSuite is our lifeblood, we implement the necessary safeguards and

incentives to ensure the data we collect is up to date, correct, and always available. Using NetSuite's ad-hoc reporting capabilities, we will generate the project-specific and overall performance reports required by the Master Agreement.

Price List Management System

We integrate our Price List Management (PLM), CRM, and ERP systems to ensure we only quote products and services that are on the Master Agreement and at, or below, the contract price. Our quotes contain up-to-date information, including the list price, the discount percentage offered, and net price to the customer. We designed PLM to manage manufacturer price lists and produce contract modifications through a pricelist's lifecycle. PLM prepares properly formatted contract catalog updates and ingests CO approvals so that our contract offerings reflect the most current line item information.

1.2.3.13 Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Please see our response to item #5 in Tab 1: a. Draft Contract, Mythics' Exceptions and Deviations to OMNIA Partners Exhibits (CONFIDENTIAL).

1.2.3.14 Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

Please see our response to item #6 in Tab 1: a. Draft Contract, Mythics' Exceptions and Deviations to OMNIA Partners Exhibits (CONFIDENTIAL).

2 The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Please see our response to Tab 1: a. Draft Contract, Mythics' Exceptions and Deviations to OMNIA Partners Exhibits (CONFIDENTIAL).

3 Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance are located in Tab 3: a.

4 Describe how Offeror responds to emergency orders.

Oracle does not have a formal policy on emergency orders. Mythics will work with the end user to provide a solution as quickly as possible; notifying Oracle of the urgency associated with any emergency order and working to expedite any shipment.

5 What is Offeror's average Fill Rate?

Because all Oracle hardware products are custom built to customer specifications, the average fill rates vary. Mythics average time to accept, review, and process purchase orders for hardware is 1 business day. Once completed, Mythics submits a hardware purchase order to Oracle for fulfillment.

6 What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Due to the various delivery methods, the average on-time delivery rate varies. Consider that as soon as possible, but not later than the day the purchase order is sent to Oracle, Mythics' accounting reviews each order to determine timing of invoicing based on the following guidelines:

- **Licenses.** Because customers can download software immediately, the delivery time is based upon the customer.
- **Support.** Customers receive CSI numbers from Mythics once Oracle has processed an order for hardware and/or software. On average, Mythics takes 1 day to process a support order and submit it to Oracle. Oracle averages 3-5 days to process an order and return a CSI number.
- **Hardware.** Because all Oracle hardware products are custom built to customer specifications, the average delivery time varies considerably—whether the order is for a simple server to a much more complex engineered system. On average, Mythics takes 1 day to process a support order and submit it to Oracle. Oracle averages 3-5 days to process an order and provide an estimated build time and shipment date. Partial deliveries may take place.
- **Cloud Services.** Mythics takes 1 day to process an order and submit it to Oracle. Once Oracle processes the order, the customer controls the delivery time.

7 Describe Offeror's return and restocking policy.

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

8 Describe Offeror's ability to meet service and warranty needs.

Descriptions of the manufacturer's warranty are provided below, however Oracle's commercial manufacturer's warranty is delineated in the applicable Oracle Supplemental Terms and Conditions included with Mythics response.

Oracle Software Programs and/or Services

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

Oracle Hardware

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

Oracle Cloud Services

Oracle warrants that during the Services Period, Oracle will perform Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORAMCNE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

9 Describe Offeror's Customer Fulfillment Process

We manage our customer engagements using NetSuite's ERP and CRM applications. NetSuite CRM provides us complete customer lifecycle management from marketing automation, opportunity management, order management and customer service. NetSuite CRM delivers a real-time 360-degree view of our customers experience from initial lead generation and opportunity creation through order processing management, support renewals and ongoing service. NetSuite ERP runs all our critical back-office operations and financial business processes including accounting, inventory and supply chain and order management.

Our account managers create account information starting with initial point of customer contact. During the initial lead phase, we capture account contact information, project overview and existing product information. As a transaction progresses from a lead to an opportunity, we input itemized Oracle technology information, scope of any services, pricing, and any associated contract fees. When we receive an order, our sales team uploads all relevant documents related to the order including the customer purchase order, customer quote and any necessary Oracle approvals. Once completed, our sales team creates a sales order which automatically triggers our accounting department to review and initiate a purchase order to Oracle and any other necessary third-party Service Delivery Partners.

Once reviewed and validated by the accounting department, we draft the Mythics purchase order to Oracle along with an Oracle-required Ordering Document. For non-standard transactions, our sales team attaches the applicable Oracle Ordering Document to the opportunity. Once finalized, NetSuite triggers an automated review process requiring our sales team, customer contracts, partner contracts, and, if necessary, executive management to review for accuracy as well as Oracle order and contract vehicle compliance. After all required teams have reviewed and approved an order, our accounting team submits the order to Oracle for processing. This event creates an invoice(s) based on the agreed upon payment terms with the Participating Public Agency and notifies our finance team. Our accounts receivable and payable representatives track the receipt of Oracle invoices and pays them based on our agreed-upon payment terms.

By using NetSuite for all phases of ordering, processing, delivery, and billing, we effectively and efficiently manage our customers' requirements on an on-going basis. Because of the information we capture throughout the entire sales lifecycle process, we create timely and accurate contract reports.

10 Describe Offeror's contract implementation/customer transition plan.

Contract Implementation Transition Plan

All parties have invested considerable time and resources transitioning customers to procure Oracle technology the previous contract. Our primary goal is to ensure existing customers continue to utilize the Master Agreement. Upon award of the Master Agreement, we will notify all existing Participating Public Agencies who have used the previous contract that Region 4 ESC and OMNIA Partners have awarded a new Master Agreement and Participating Public Agencies should place future purchases against it.

Customer Transition Plan

*For customers that have not yet utilized the previous contract for their Oracle requirements, please see our response to **Tab 3: Performance Capability, Section 1.1.3.3** where we describe how we will transition customers to the Master Agreement.*

11 Provide audited financial condition of Offeror for the past three (3) years (CONFIDENTIAL)

Please find the Mythics' Audited Financials in a separately sealed folder. We have included the following files on a separate electronic media. Please contact Deonte Watters, Senior Director, Customer Contracts, at dwatters@mythics.com or at 404-229-7896 to obtain the password for the encrypted files.

- *"Mythics Financial Statements_2017-2018-NC"*
- *"Mythics Financial Statements_2016-2017-NC"*

12 Describe the Offeror's safety record.

Our safety record is notable—we have had only one serious incident where an employee tripped on a sidewalk after leaving a work-related dinner event, injuring their knee and ankle.

General Safety Policies

While our Human Resources Department is responsible for ensuring safety, we ask every Mythics employee to maintain a healthy and safe work environment. We invite each employee to practice safety awareness by thinking defensively, anticipating risky situations, and reporting unsafe conditions immediately. Our general safety precautions are as follows:

- If an employee believes that they or another person is in imminent danger (e.g. accidents, medical situations, bomb threats, other threats of violence, and the smell or indication of fire), they should call 911. Otherwise, they should notify their immediate supervisor of any emergency not involving imminent danger.
- If an employee is injured or becomes sick at work, no matter how slight, they must inform their supervisor immediately.
- Employees are to report all safety hazards and occupational illnesses or injuries to our HR Department immediately and complete an occupational illness or injury form as needed.
- Only trained and qualified employees may use, adjust, and repair machines and equipment.
- We encourage employees to know the proper lifting procedures and to get help when lifting or pushing heavy objects.
- We expect our employees to understand their job thoroughly and follow instructions. If they are not sure of the safe procedure, they should ask their immediate supervisor.

- We train employees about the locations, contents, and use of first aid and firefighting equipment.

A violation of a safety precaution is an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Additional Precautions

- **Severe Weather and Natural Disasters.** Although Virginia has not had a hurricane come ashore since 1851, we occasionally experience hurricane and tropical storm conditions. Because of our geography, we have several policies in place to manage severe weather and natural disasters, specifically floods, hurricanes, and fires.
- **Drug-free Workplace.** In compliance with the federal Drug-Free Workplace Act of 1988, we have adopted a drug-free workplace policy that must be adhered to as a condition of employment.
- **Nonsmoking Policy.** Ours is a tobacco-free company. We are concerned about the health effects that tobacco and second-hand smoke inhalation can have on our employees and clients. Therefore, smoking, vaping and/or the use of any tobacco product, including tobacco chew and tobacco-like products, are not permitted on our property at any time.
- **Policy Against Violence.** The safety and security of our employees, partners, customers, and neighbors is of essential importance. We do not tolerate threats or acts of violence made by an employee against another person's life, health, well-being, family, or property. Any act of intimidation, threat of violence, or act of violence committed against any person on company time or property is prohibited.
- **Concealed Weapons.** Possession, use, or sale of deadly weapons, firearms, prohibited knives (as legally defined) or explosives on work premises, while operating company equipment or vehicles for work-related purposes, or while engaged in company business off premises is forbidden by the company. This policy applies to all employees, including those who have a valid permit to carry a firearm.

13 Provide any additional information relevant to this section.

The sections below are in response to requirements within the Scope of Work (pages 2-5 of the solicitation).

13.1 Scope of Work

13.1.1 Overview

13.1.1.1 Depth and Breadth of Offerings

Depth and Breadth of Oracle 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' Product-Enabling and Value-Added Services

*Please see our response to **Tab 4: Qualifications and Experience, Section 3** for a description of product-enabling and value-added services in support of Oracle technologies.*

13.1.1.2 Cooperative Purchasing

Oracle has approved the use of the Master Contract for public primary, secondary and higher education entities.

13.1.2 National Contract

13.1.2.1 Region 4 ESC

Oracle has approved the use of the Master Contract for state and local governmental entities, public primary, secondary and higher education entities, and agencies for the public benefit.

13.1.3 Customer Support

13.1.3.1 Timely and Accurate Technical Advice and Sales Support

We employ more certified presales, sales, support, training, implementation, and industry specialists than any other OPN member focused primarily on the public sector. We can support the missions and objectives of multiple Participating Public Agencies at the same time and throughout the life of the Master Agreement. As part of this support, our Master Agreement PMO will respond to Region 4 ESC and Participating Public Agencies' requests for timely and accurate technical advice and sales support.

Mythics Specialists

- **Presales and Industry Specialists.** Our Presales Specialists develop and deliver high-quality presentations and demonstrations to exhibit and articulate advanced Oracle technology features and benefits, product roadmaps, and map Oracle technology to customer use-cases. Each Presales Specialist is an expert in a core set of Oracle technology—trained and assessed in their ability to articulate its value proposition, features, and benefits to customers. Presales Specialists work closely with front-line Sales Specialists to educate them on changes in Oracle capabilities, as well as assist in the requirements gathering phase of the sales cycle.

- **Sales Specialists.** Our Account Managers position Oracle products and services to our customers. Account Managers sell Oracle technology by understanding and addressing the customer needs, managing competition, knowing what traps to avoid, and how to utilize people and their influence to position solutions that resonate with customer stakeholders.
- **Implementation Specialists.** We deliver independently validated, “world-class” service across the entire Oracle technology stack—from initial software and hardware acquisitions to consulting and ongoing support and managed services. We supply project management for each implementation—adhering to the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK) best practices. We incorporate our entire delivery approach into our ISO-9001 Quality Management System (QMS), which coordinates and directs our activities and continuously improves our ability to meet customer needs.
- **Support Specialists.** We require our Support Specialists to possess an understanding of Oracle's complete support technology with focus on My Oracle Support (MOS), policies, resources, and Oracle best practices. To help navigate Oracle’s myriad of support choices and applicable policies, Support Specialists help customers understand their legacy, current, and future Oracle licensing footprint and identify metrics to properly maintain Oracle support. Support Specialists also help customers migrate existing legacy Oracle technology to new Oracle offerings as well as help customers design training curriculums from available Oracle University offerings. After the sale, Support Specialists work with our customers to inform them of Oracle de-support dates for software and hardware, update and upgrade availability, as well as new training offerings.

*Please see our response to **Tab 3: Performance Capability, Section 1.1.3.8 and Tab 3: Performance Capability, Section 1.1.3.10** where we describe our Master Agreement PMO, our Advisory Board, and its support structure in more detail.*

*Please see our response to **Tab 4: Qualifications and Experience, Section 8.1 Individual OPN Certifications**, specifically **Table 24 and Table 25** where we identify the 1,268 individual Oracle certifications earned by 208 employees—which represents *over 80% of our customer-facing resources*.*

13.1.3.2 Highly Qualified Vendor for Oracle Products and Services

Public sector agencies rely on Oracle technology—and Oracle relies on its partner network to deliver value-added presales, sales, support, and implementation services. To foster a capable partner network, Oracle developed a recognition program to reward OPN members who continuously and significantly invest in their capabilities. By earning Resale Rights, Specializations, other relevant corporate certifications, and individual certifications, as well as having a long, successful history of implementing Oracle technology, OPN members gain a competitive advantage through differentiation.

Oracle encourages its customers to validate and use these qualifications to differentiate partners when procuring Oracle technology—gaining assurance that their partner of choice has relevant expertise and success with similar customers.

Depth and Breadth of Oracle 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' OPN Resale Rights and Specializations and Other Relevant Expertise

Please see our response to **Tab 4: Qualifications and Experience, Section 2** where we list and describe our current OPN Resale Rights, OPN Specializations, and other relevant expertise.

Mythics' Product-Enabling and Value-Added Services

Please see our response to **Tab 4: Qualifications and Experience, Section 3** for a description of product-enabling and value-added services in support of Oracle technologies.

13.1.4 Vendor Requirements

13.1.4.1 Oracle Government Resell Programs Group Authorizations

Please find the Mythics' Oracle Government Resell Programs Group Authorization in **Tab 7 - Mythics' Attachments**. We have included the following file on the electronic media:

- "Mythics OPN Confirmation 08152019.pdf"

13.1.4.2 Mythics' OPN Resale Rights, Specializations, and other Relevant Expertise

Mythics' OPN Resale Rights and Specializations and Other Relevant Expertise

Please see our response to **Tab 4: Qualifications and Experience, Section 2** where we list and describe our current OPN Resale Rights, OPN Specializations, and other relevant expertise.

Applicable Oracle Terms and Conditions

Please find a copy of applicable Oracle terms and conditions in **Tab 7 - Mythics' Attachments**. We have included the following file on the electronic media:

- "Oracle Software Programs and/or Services Supplemental Terms and Conditions v050119.pdf"
- "Oracle Hardware Supplemental Terms and Conditions v050119.pdf"
- "Oracle Cloud Services Supplemental Terms and Conditions v050119.pdf"
- "Education Services Agreement.pdf"

NOTE: Applicable Oracle terms and conditions may change over the term of the Master Agreement. When such changes occur, Mythics will provide notification to Region 4 ESC and OMNIA Partners for review and acceptance.

13.1.4.3 Individual and/or Corporate Certifications or Past Project Implementations

Individual Certifications

*Please see our response to **Tab 4: Qualifications and Experience, Section 8.1 Individual OPN Certifications**, specifically **Table 24 and Table 25** where we identify the 1,268 individual Oracle certifications earned by 208 employees—which represents over 80% of our customer-facing resources.*

Corporate Certifications

*Please see our response to **Tab 4: Qualifications and Experience, Section 2.4 Mythics' Other Relevant OPN Qualifications**, specifically *Cloud Excellence Implementer and Marketplace Services*.*

Project Implementations

*Please see our response to **Tab 4: Qualifications and Experience, Section 3.6 Mythics' Project Implementations**, specifically **Table 22 and Table 23** where we describe and validate the experience, capacity, and depth and breadth of 288 project implementations, professional services engagements, and managed services in support of Oracle technologies.*

13.2 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.*

13.2.1 Other Oracle 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.*

13.2.2 Professional Services and Managed Services Offerings

*Please see our response to **Tab 4: Qualifications and Experience, Section 3** for a description of our experience, capacity, and depth and breadth of professional and managed services in support of Oracle technologies.*

13.2.3 Oracle and Third-Party Training and Education Offerings

*Please see our response to **Tab 4: Qualifications and Experience, Section 3.5.3 Oracle University Products and Services** for a description of our Oracle and Third-Party Training and Education Offerings.*

13.2.4 Audit Services

*Please see our response to **Tab 4: Qualifications and Experience, Section 3.4 Audit Services** for a description of our Oracle and Third-Party Training and Education Offerings.*

TAB 3: a. OMNIA Partners documents

Address, City, State, and Zip Code: 4525 Main Street, Suite 1500, Virginia Beach, VA 23462
Phone Number: 757-412-4362 Fax Number: 757-412-1060
Printed Name and Title of Authorized Representative: Deonte J. Watters, CCMAP - Director of Contracts
Email Address: slccontracts@mythics.com

Signature of Authorized Representative:  Date: 7/26/2019

Appendix D, Exhibit G. New Jersey Business Compliance

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Mythics, Inc.

Street: 4525 Main Street, Suite 1500

City, State, Zip Code: Virginia Beach, VA 23462

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:


I Deonte J. Watters, CCMAP, an authorized representative of Mythics, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
<u>Mythics Emergent Group, Inc. - 100% ownership</u>		
<u>Michael Hillier</u>	<u>4525 Main Street, Suite 1500, Virginia Beach, VA 23462</u>	<u>51%</u>
<u>R. Scott LaRose</u>	<u>4525 Main Street, Suite 1500, Virginia Beach, VA 23462</u>	<u>49%</u>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/26/2019
Date


 Authorized Signature and Title
 Deonte J. Watters, CCMAP
 Director of Contracts

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Mythics, Inc.

Street: 4525 Main Street, Suite 1500

City, State, Zip Code: Virginia Beach, VA 23462

State of Virginia

County of Virginia Beach

I, Deonte J. Watters of the City of Virginia Beach
Name City

in the County of N/A, State of Virginia
of full age, being duly sworn according to law on my oath depose and say that:

I am the Director of Contracts of the firm of Mythics, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Mythics, Inc.
Company Name

[Signature]
Authorized Signature & Title
Deonte J. Watters, (CMAA)
Director of Contracts

Subscribed and sworn before me

this 26 day of July, 20 19

[Signature]
Notary Public of VIRGINIA BEACH, VA
My commission expires 9/30, 20 19



OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Mythics, Inc.

Street: 4525 Main Street, Suite 1500

City, State, Zip Code: Virginia Beach, VA 23462

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

07/26/2019
Date


Authorized Signature and Title

Deonte J. Watters, CCMAP - Director of Contracts

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and on file** at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

Doc #4, continued **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation


Limited Liability Partnership

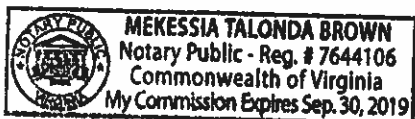
Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Mythics Emergent Group, Inc. - 100%	Name:
Home Address: 4525 Main Street, Suite 1500, Virginia Beach, VA 23462	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>26</u> day of <u>July</u> , <u>2019</u>	 (Affiant)
(Notary Public) <u>Mekeasia Yu</u>	<u>Deonte J. Watters, CCMAP - Director of Contracts</u> (Print name & title of affiant)
My Commission expires: <u>9/30/2019</u>	(Corporate Seal)



STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

KFP # 19-08

Bidder/Offeror:

Mythics, Inc

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Denise J. Walters

Signature: [Signature]

Title: Director of contracts

Date: 7/26/2019



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MYTHICS, INC.
Trade Name:
Address: 4525 MAIN STREET STE 1500
VIRGINIA BEACH, VA 23462
Certificate Number: 1098318
Effective Date: May 14, 2012
Date of Issuance: July 26, 2019

For Office Use Only:
20190726100420448

Tab 4: Qualifications and Experience

1 Provide a brief history of the Offeror, including year it was established and corporate office location.

Mythics was founded in 2000 by two former Oracle employees who saw a need for a more competent and loyal Oracle public sector partner. We have become Oracle's premier public sector partner because of our commitment to helping our customers fulfill their missions *exclusively* through the purchase, use, and support of Oracle technology.

Our model has remained simple and effective:

- ✓ Exclusively sell, implement, and support Oracle technology;
- ✓ Employ Oracle-certified presales, sales, support, training, implementation, and industry specialists; and
- ✓ Earn more corporate certifications—OPN Resale Rights and Specializations—than our competition.

Understanding Oracle's licensing, migration, support, and cloud service policies is difficult. We create strategies that reduce the cost and complexity of maintaining Oracle portfolios. The Oracle catalog is broad and deep—Applications, Cloud Services, Database, Engineered Systems, Infrastructure, Hardware, Servers, Storage Systems, Middleware, and Industry solutions. Our staff holds over 1,200 individual Oracle and industry-standard delivery certifications—acquired through training, practice, and proctored exams. Corporately, we have earned 73 OPN Resale Rights and 55 OPN Specializations. So, we know Oracle technology and how to implement it. We see the distinct challenges and constraints put upon our public sector customers. We help them realize the benefits of applying Oracle technology to their unique IT requirements. And we do these things multiple times, every day.

Mythics is headquartered in Virginia Beach, VA.

2 List and describe the Offeror's current number of OPN Resale Rights and Specializations, as well as any other relevant OPN qualifications

OPN members obtain Resale Rights based on Oracle's assessment of their presales, sales, support, and industry specialists through training and proctored exams. For Specializations and other relevant qualifications, Oracle also assesses implementation specialists, confirms sales performance, and contacts customer references to verify and validate an OPN member's experience and capability to implement Oracle technology.

Evaluators can use the number of earned OPN Resale Rights and Specializations as a proxy to determine the most qualified vendor for Oracle Products and Services. Because earning a Specialization requires meeting more stringent and comprehensive requirements (training and exams, plus sales performance and project references) than Resale Rights, we recommend Region 4 ESC and OMNIA Partners place an emphasis on the total number and breadth of a bidder's Specializations. In other words, to successfully manage and execute against a scope of this magnitude, a partner must have the qualifications and experience that span its entire scope.

2.1 Mythics' OPN Resale Rights

To distribute Oracle technology to the public sector, OPN members must meet Oracle's rigorous criteria. Oracle grants OPN members at the Gold level and above the right to distribute programs with the Oracle Database and Middleware *Knowledge Zones*. Partners may distribute programs in other Knowledge Zones provided they apply for and receive written confirmation from Oracle that they have met all resell criteria for the applicable programs. Resell criteria includes OPN membership level and technology competency—whereby Oracle requires a partner to employ a minimum number of certified presales, sales, support, training, implementation, and industry specialists who have passed Oracle-proctored exams related to the technology it wishes to resell.

Table 19: Mythics' OPN Resale Rights. *Mythics holds 73 Resale Rights across all Knowledge Zones—more than any other OPN member focused primarily on the public sector.*

Knowledge Zone	Mythics Resale Rights	
Applications	1. AutoVue Enterprise Visualization 2. Enterprise Communications Resell 3. Instantis Enterprise Track 4. JD Edwards EnterpriseOne 5. Oracle Clinical & Oracle Remote Data Capture Applications 6. Oracle Communications Broadband Network 7. Oracle CRM OnDemand 8. Oracle Crystal Ball 9. Oracle Documaker 10. Oracle E-Business Suite 11. Oracle Financial Services Lending and Leasing	12. Oracle Hyperion 13. Oracle Insurance Policy Administration 14. Oracle Master Data Management Solutions 15. Oracle Policy Automation 16. Primavera 17. Oracle Public Sector Revenue Management 18. Oracle Real-Time Scheduler 19. Oracle Utilities 20. PeopleSoft 21. Primavera Unifier
Cloud Services	22. Instantis Enterprise Track Cloud 23. Oracle Cloud: PaaS and IaaS 24. Oracle Enterprise Performance Reporting Cloud 25. Oracle Field Service Cloud 26. Oracle Financials Cloud RR 27. Oracle Health Sciences ClearTrial Cloud	28. Oracle Health Sciences Empirica Cloud 29. Oracle HCM Cloud 30. Oracle HCM Midsize Cloud 31. Oracle Planning and Budgeting Cloud 32. Primavera Cloud 33. Oracle RightNow Cloud RR 34. Primavera Unifier Cloud Resell
Database	35. Data Warehousing 36. Enterprise Manager 37. MySQL	38. Oracle 1-Click Technology 39. Oracle Database 40. Oracle Database Appliance
IT Infrastructure (Engineered Systems, Infrastructure, Hardware, Server, and Storage Systems)	41. Digital Media Solutions 42. Exadata Database Machine 43. Exalogic Elastic Cloud 44. Exalytics In-Memory Machine Resell 45. Fujitsu M10 Servers 46. NAS Storage 47. Oracle Big Data Appliance 48. Oracle Database Appliance (Database) 49. Oracle Database Appliance (Engineered Systems)	50. Oracle Desktop Virtualization 51. Oracle MiniCluster 52. Oracle Private Cloud Appliance 53. Oracle Virtual Networking 54. Oracle Solaris 55. Oracle x86 Systems 56. SAN Storage 57. Oracle Linux
Middleware	58. Application Grid 59. Application Integration Architecture 60. Data Integration 61. Developer Tools 62. Identity Management 63. IT Architecture 64. Oracle BI Applications 65. Oracle BI Foundation	66. Oracle Endeca Information Discovery 67. Oracle SOA 68. Oracle Unified BPM 69. Oracle WebCenter Content 70. Oracle WebCenter Portal 71. Oracle WebCenter Sites 72. WebLogic Server
Industries	73. Oracle Student Learning Applications	

2.2 Mythics' OPN Specializations

Oracle formally recognizes its partners' ability to successfully deliver solutions based upon Oracle technology. OPN members at the Gold level or above may earn *Specialization* in a specific technology—but only after Oracle's successful assessment, validation, and confirmation of the partner's capabilities, particularly with respect to its:

- **Competency.** Beyond meeting resale criteria, partners must employ a required number of certified presales, sales, support, training, implementation, and industry specialists—each confirmed by passing Oracle-proctored exams; and
- **Business.** Partners must have a positive record of accomplishment delivering Oracle solutions—quantified by a minimum number of successful implementations, sales transactions, and customer references.

OPN members may select from a wide range of specializations from Oracle's growing technology portfolio. Oracle recognizes companies that have achieved specialization as having:

- ✓ Certified skills and competency achievements across all areas of their businesses.
- ✓ In-depth product and industry knowledge and proven value-add for customers.
- ✓ Validated customer references within the area of specialization.

OPN members at the Gold level may apply for Platinum status once they achieve 5 Specializations.

Table 20: Mythics' OPN Specializations. *Mythics holds 55 Specializations across all Knowledge Zones—more than any other OPN member focused primarily on the public sector.*

Knowledge Zone	Mythics Specializations	
Applications	1. Oracle CRM OnDemand 2. Oracle EBS R12.1 Financial Management	3. Oracle EBS R12.1 SCM 4. PeopleSoft 9.1 Financial Management
Cloud Services	5. Oracle Big Data Cloud Platform 6. Oracle Business Analytics Cloud Platform 7. Oracle Cloud Builder	8. Oracle Cloud Infrastructure 9. Oracle Hyperion Planning 11 10. Oracle Infrastructure as a Service 11. Oracle Management Cloud
Database	12. Oracle Database Performance and Tuning 13. Oracle Database 11g 14. Oracle Database 12c 15. Oracle Database 11g Performance and Tuning	16. Oracle Database 11g Security 17. Oracle Database 11g Data Warehousing 18. Oracle OEM 11g 19. Oracle OEM 12c 20. Oracle RAC 11g 21. Oracle RAC 12c
IT Infrastructure	22. Exadata Database Machine Models X2-2 and X2-8 23. Exalogic Elastic Cloud X2-2 24. Oracle Database Appliance Specialization 25. Oracle Exadata Database Machine 26. Oracle Exalogic Elastic Cloud	27. Oracle Linux 5 28. Oracle Linux 6 29. Oracle Solaris 11 30. Oracle VM 3 31. Oracle ZFS Storage 32. StorageTek Tape Libraries 33. Sun ZFS Storage Appliance
Middleware	34. Oracle OAM Suite Plus 11g 35. Oracle ADF 11g 36. Oracle ADF 12c 37. Oracle Application Grid 11g 38. Oracle BPM Suite 12c 39. Oracle Cloud Application Foundation 40. Oracle Data Integrator 12c 41. Oracle BI Applications 7	42. Oracle BI Foundation 10 43. Oracle BI Foundation Suite 11g 44. Oracle SOA Suite 11g 45. Oracle SOA Suite 12c 46. Oracle Unified BPM 11g 47. Oracle WebCenter Content 11g 48. Oracle WebCenter Portal 11g 49. Oracle WebLogic Server 12c
Industries	50. Aerospace and Defense 51. Education and Research 52. Financial Services	53. Healthcare 54. Public Sector 55. Utilities

2.3 Mythics' Other Relevant OPN Qualifications

Cloud: Cloud Excellence Implementer

Oracle Cloud Excellence Implementers (CEI) are consulting firms that continually demonstrate expertise, successful track records and superior customer satisfaction in Oracle Cloud implementations. Engaging with partners who have achieved CEI status helps customers minimize implementation risk, adopt new cloud functionality, and realize the full business value of Oracle Cloud offerings. CEI partners have demonstrated:

- **Business Transformation Focus.** A strong understanding of customer business goals not only from a technology perspective but with a focus on the business-led transformation enabled by that technology.
- **Proven Track Record.** Demonstrated experience in recent, highly successful implementations accelerated through use of proven, clearly defined methodologies.
- **Cloud Services Knowledge.** With the ever-increasing list of Oracle Cloud offerings, CEI partners must demonstrate in-depth knowledge of cloud services.
- **Certified Professionals.** Credentials are current and the firm's staff is up to date on the latest cloud and other innovative technologies, which is key given the ongoing cloud services releases.
- **Proven Project Management.** Mastering skills in set-up activities and change management, resulting in delivering, and exceeding, expected business outcomes at the pace customers demand.
- **Regional and In-Country Expertise.** Key knowledge of the region in which customers do business by understanding data privacy, residency, restrictions, and other regulations.

Cloud: Marketplace Services

The Mythics Oracle Process Cloud Rapid Success Solutions (OPC RSS) provide Oracle Process Cloud customers a comprehensive set of services and hands on training to maximize the return quickly and efficiently on their investment in Oracle Process Cloud.

- **Cloud Assessments.** We assess complexity, cost, and risk across layers in the stack—applications, management, virtualization, servers, storage, networking—and provide a roadmap for planning, implementation, and management.
- **Managed Services.** We deliver an ITIL-based catalog of services to increase software, hardware, and cloud service reliability and performance while lowering operational costs. This enables our customers' IT personnel to focus on innovation and adding value rather than supporting and maintaining systems.
- **Exadata Rapid Success Solutions.** Comprehensive Exalogic architecture, configuration, and implementation services.
- **Exalogic Rapid Success Solutions.** Comprehensive Exalogic architecture, configuration, and implementation services.
- **Oracle Database Appliance Rapid Success Solutions.** Comprehensive Exalogic architecture, configuration, and implementation services.
- **Oracle Database 12c Upgrade Solutions.** Comprehensive Exalogic architecture, configuration, and implementation services.
- **Oracle Taleo Cloud Express Solutions.** This accelerator program assists public agencies in achieving and maintaining their Authorization to Operate (ATO) Oracle's Taleo Cloud Service.

Other OPN Qualifications

We have included written and signed confirmation from Oracle's Government Resell Programs Group that we:

- Are OPN Platinum member in good standing
- Are authorized to create a contract with Oracle offerings
- Have an executed full Use Distribution Agreement
- Have an executed Public Sector Addendum
- Have an executed Cloud Services Distribution Addendum
- Have an executed Public Sector Attachment to the Cloud Services Distribution Addendum
- Have an executed Support Renewal Schedule

3 Describe and validate the Offeror's experience, capacity, and depth and breadth of its own professional and managed services in support of Oracle technologies

3.1 Overview

Our Oracle-certified presales, sales, support, training, implementation, and industry specialists collaborate with customers to better understand their IT initiatives and the possibilities of applying Oracle technology—as well as related training, support, and services. Rather than push product and service features and benefits, we focus on identifying and fulfilling customer needs.

When engaging customers, we use open-ended questions that inspire our customers to clarify needs, uncover issues and concerns, and tell us what it means to their business to solve them.

Through this relationship-building approach, we gain firsthand knowledge about the issues our customers face, collaborate with stakeholders to develop a legitimate solution, then implement it using our certified sales and technical resources. To add further value, our low turn-over rate supports our long-term relationships with customers so remarkably that Oracle sales representatives often refer their new hires to Mythics to introduce them to Oracle's customers.

Once we understand the customer's needs, we help them prioritize and work together to find a solution. Oracle has a wide range of potential solutions—more than almost any other provider of IT—so there exists a high probability we can prepare and deliver an Oracle-based solution.

Defining the scope of an engagement takes multiple skill sets to understand and apply the right mix of software licenses, hardware specifications, cloud services, Oracle support and training, implementation, and managed services to resolve the customer's needs within their budget constraints. Since we employ so many certified staff, we have ample, in-house resources and expertise to shorten the sales cycle to help the customer, Oracle, and Mythics reach their respective goals in less time.

3.1.1 Combined Quality Management System and Delivery Methodology

We have 126 certified resources who embrace an industry-standard methodology and a globally recognized quality management system to deliver Oracle solutions through:

- **Certifications.** Our customers expect our technical resources to have Oracle certifications. We provide that and more. Our consultants hold other certifications relevant to their roles—Agile, PMI, ITIL, Six Sigma, CompTIA, among many others.
- **Quality Management System.** Our entire delivery methodology—from opportunity identification to award and project kickoff to final closeout—adheres to our independently audited QMS registered to the ISO 9001:2015 standard.
- **Delivery Methodology.** We assign a PMP-certified project manager to every service engagement to deliver projects following the best practices as codified by the PMI’s PMBOK. Within this framework, we have a DevOps mentality and follow Agile principles.
- **Customer Loyalty.** We retain a third-party to assess our customer’s willingness to promote our services to other customers. We consistently rank as providing “world-class” service to our customers.

We have incorporated our entire delivery approach into our ISO-9001 QMS. By doing so, it not only helps coordinate and direct our activities to meet customer needs—it also improves our effectiveness and efficiency on a continuous basis. The scope of our ISO-9001 QMS includes the following value-added procedures:

- **Strategy and Planning.** We review the previous year’s success and challenges and perform SWOT analysis against future initiatives to determine how we invest in the organization.
- **Qualifying Opportunities.** Describes how we define the scope of an engagement, qualify the opportunity, and capture new business.
- **Responding to Opportunities.** Describes how we respond to new business opportunities.
- **Project Initiation, Planning, and Design (PMBOK).** Defines how our PMP-certified project managers meticulously plan, prepare, and document for successful project execution, which may include the contracting and management of third-party vendors and subcontractors.
- **Project Execution (PMBOK).** Defines how we satisfy project specifications and internal requirements to direct and manage project execution.
- **Project Monitoring and Control (PMBOK).** Describes how we observe and moderate project execution to identify potential problems in a timely manner and take corrective actions, as necessary.
- **Project Close (PMBOK).** Defines how we verify a project is ready for closeout and complete all administrative and financial activities once delivery is complete.
- **Managing Customer Relationships.** Describes how we confirm a customer’s satisfaction with our services to the extent they would recommend us for future work and as a reference.

In addition to the procedures above, we audit the results of our activity and perform quarterly executive management reviews so we continually improve our overall consulting sales and implementation methods.

3.1.2 Project Management

To successfully manage public sector projects to completion, we have adopted an approach that incorporates PMI best practices into our ISO-9001 QMS. In fact, the scope of our ISO registration includes all five key PMI process groups: *Initiating, Planning, Executing, Monitoring and Controlling, and Closing*. Because of this, our project management approach is familiar to our customers, repeatable, and continuously improving. We assign a PMP-certified project manager to lead all task orders to properly adhere to each process group:

- **Initiating.** Our project managers schedule and conduct kick-off meetings to synchronize our delivery team and the customer's team at the start of the effort and validate priorities by:
 - ✓ Confirming initial assumptions;
 - ✓ Reviewing Statements of Work (SOW);
 - ✓ Assigning roles and responsibilities;
 - ✓ Setting expectations; and
 - ✓ Resolving logistical challenges.
- **Planning.** Following the Initiating activities, our project managers update preliminary Work Breakdown Structures (WBS) and project schedules with revised priorities and task information. Our project managers create and maintain project schedules to meet SOW requirements. The project plans also include standard items and activities such as:
 - ✓ Communications Plans;
 - ✓ Configuration/Change Management Plans;
 - ✓ Scope Management Plans; and
 - ✓ Risk Management Plans.
- **Executing.** Our project managers coordinate and integrate resources to execute each SOW. Project managers monitor and manage project costs, schedules, quality, and scope. Our approach also allows for flexibility. For example, for many projects we incorporate our customers' change control processes.
- **Monitoring and Controlling.** Our project managers check the statuses of all tasks and chronicle progress per the Communications Plan. Status reports include:
 - ✓ Accomplishments to date as compared to the project plans;
 - ✓ Changes in tasks, resources, or schedule with new target dates, if necessary;
 - ✓ Open issues or questions about the projects; and
 - ✓ Action Plans for addressing open issues or questions and potential impacts on the projects.
- **Closing.** Our project managers work with customers to officially and formally close milestones, up to, and including, the final set of deliverables.

3.1.3 DevOps

DevOps is an application lifecycle management approach where an agile and collaborative relationship exists between software developers and IT operations staff. DevOps produces rapid, frequent, and more reliable software releases without disrupting other services. In many organizations, quality assurance, security, and even compliance and regulatory oversight teams integrate tightly with development and operations teams throughout the application lifecycle. While there is no single DevOps topology that fits all occasions, factors such as product set, environment, managerial structure, strength and effectiveness of leadership, and business culture all impact how, and how well, an organization implements DevOps.

We integrate our delivery practices into our customers' DevOps methodologies to support their objectives, increase the frequency and accuracy of new releases, and drive down associated costs. Oftentimes, an organization's developers are ready to implement a more agile methodology well before the operations teams are ready to meet the development release cycles. In these cases, we provide the training and necessary resources to transform the delivery part of the equation and release the power of a true DevOps approach.

DevOps best practices break monolithic applications into *microservices*, where teams of several developers each focus on a different aspect of the overall solution. We establish governance for security and data integrity, as well the infrastructure on which the microservices reside. This embodies the unplanned quality assurance, management, and administration aspects of DevOps as organizations seek more of a continuous delivery paradigm.

3.1.4 Agile Development

We have adopted an Agile project management framework incorporating the principles of *Scrum* and *Kanban* to support the fast-paced and dynamic nature of our customers' IT initiatives where:

- **Scrum** adheres to the core values of Agile project management with an emphasis on continuous improvement, scope flexibility, team input, and delivering quality products; and
- **Kanban** is a lean, visual-based work management technique that identifies how much unfinished work is in progress, including bottlenecks and queues, to analyze and improve the quality and flow of work.

Our Agile approach to implementation contrasts with the traditional, undeviating waterfall methodology. Rather than complete discrete analysis, design, coding, and testing phases in a linear fashion, our Agile approach treats these phases as continuous activities. The benefits are significant:

- ✓ **Improved quality.** We begin testing on day one.
- ✓ **Increased visibility.** We release project features continuously.
- ✓ **Reduced risk.** We seek and provide feedback early and often.
- ✓ **Reduced costs.** We incorporate changes at any time.

The central element of our Agile process is the Scrum Team, a group usually comprised of fewer than 10 people. Our project manager (or ScrumMaster) ensures the team abides by Agile principles, adheres to our ISO-9001 QMS, and removes barriers to facilitate team productivity. All our projects share the same Agile principles to provide value:

- **Customer Collaboration.** Connecting with customers to identify and deliver what matters most
- **Adapting to Change.** Planning for, and responding to, changes based on priority and value
- **Lean Thinking.** Focus on the big picture, minimizing waste and amplifying learning
- **Transparency.** Integrating stakeholders into the process with open and proactive communication across organizational boundaries minimizes surprises
- **Continuous Improvement.** Evolving the product and process as part of iterative planning and delivery.
- **Results-oriented.** Early and frequent delivery of tangible benefits
- **Execution Excellence.** Investing time in quality and architecture to avoid rework and technical debt
- **Security and Reliability.** Building integrity into IT systems and safeguarding customer data and intellectual property.

3.1.5 Mythics Customer Loyalty

Nothing speaks better to our approach than our customers praise. We retain an independent third-party (ERC) to conduct semi-annual quality surveys for our entire professional and managed services portfolio. ERC aggregates our customers' feedback and ratings into an overall quality metric (Net Promoter Score or NPS). The NPS is an index ranging from -100 to 100 measuring the willingness of customers to recommend a company's products or services to others. Companies use NPS as a proxy for gauging a customer's overall satisfaction with a company's product or service and the customer's loyalty to the company's brand.

An NPS over 75 means a company is providing “world-class” service—and we consistently score 80 or more.

3.2 Depth and Breadth of Mythics' Professional Services

Our NPS and broad range of OPN Specializations confirm our ability to deliver “world-class” service across the entire Oracle technology stack—from *technology acquisition* (presales and sales) to *implementation* (technology assessments, architecture and design, integration, and installation) through *support* (training, technical support, managed services, license migration, and ongoing maintenance).

3.2.1 Technology Assessments

Our assessment services provide customer roadmaps and recommendations aligned with Oracle implementation, configuration, supportability, and compliance best practices. During a technology assessment we:

- ✓ Work with the customer’s staff to review the environment architecture and the plans and procedures required to implement and support their Oracle environment;
- ✓ Consolidate the information gathered during the review phase and assess the architectures, plans and procedures against Oracle best practices, lessons learned from similar implementations and manufacturer supportability schedules;
- ✓ Document our findings and offer recommendations into a roadmap on how to improve the technical architecture, business processes and patching plans and methodologies; and
- ✓ Present our findings and recommendations to the customer’s staff and give them the assessment documentation deliverables.

3.2.2 Architecture and Design

We provide strategic and tactical architecture and design services—whether a comprehensive system architecture or simply the best way to design and layout Oracle RAC. For each requirement identified during the technology assessment, we produce one or more design elements based upon customer interviews, workshops, and prototype efforts. As part of any design task order we will:

- ✓ Review existing requirements to gain an understanding of scope and breadth of the task;
- ✓ Conduct interviews, workshops and JAD sessions to develop and validate the design;
- ✓ Document the design using Visio diagrams, structure charts and word documents; and
- ✓ Present design concepts to customer and development teams.

3.2.3 Integration

Oracle implementations are not siloed systems. Our experience shows that Oracle technology often integrates with hardware, software, and cloud services from other technology providers. We develop solutions as part of a Services Oriented Architecture (SOA) approach or as initial point-to-point integrations based upon customer needs.

3.2.4 Installation

We offer installation across the entire Oracle technology stack by deploying our organic resources for the Oracle technology for which we are specialized or outsourcing resources from our stable of capable third-party Service Delivery Partners. During an installation we:

- ✓ Validate hardware and software requirements and work with the customer to rectify any deficiencies (e.g. licensing compliance, configurations, patching, etc.).
- ✓ Follow Oracle best practices when installing and configuring Oracle technology.
- ✓ Use proprietary checklists to validate the completion of all installation steps then test basic functionality to confirm the system is operational.
- ✓ Provide documentation—screen captures and other relevant information—so the customer understands the elected implementation options. We author and format our documentation, so the customer may repeat the installation using the same parameters, if necessary.

3.3 Managed Services

For customers looking to refocus their IT resources on innovation versus system support and maintenance—or those that simply lack in-house expertise—we offer typical and customized IT as a Service (ITaaS) solutions to lower operational and maintenance costs, increase system availability, enable high transaction throughput, and support routine back office applications summarized in **Table 21** below. Our approach is flexible, providing services on-site and remotely depending on our customers’ needs. All our managed services offer remote 24x7x365 fault system monitoring and incident resolution managed by a single point of contact and on a fixed monthly budget. To secure customer satisfaction, our service delivery managers review the stability and performance of the customer’s environment each quarter and provide an analysis and review of incidents, discuss patterns and potential problems, and propose recommendations—though these reviews may occur more frequently if the customer’s environment proves problematic.

Table 21: Mythics Managed Services Capabilities. *Our core solution areas lower operational and maintenance costs, increase system availability, enable high transaction throughput, and support routine back office applications.*

Capabilities	Description
Core Services	Remote monitoring and incident resolution: <ul style="list-style-type: none"> • 24x7x365 for critical systems • 8x5 for non-critical systems or non-production environments <ul style="list-style-type: none"> • Proactive Maintenance • Problem Resolution • Patch Management and Bug Patching
Performance Management	<ul style="list-style-type: none"> • Service Level Objectives (SLOs) • Service Level Agreements (SLAs)
Solution Areas	For on-premise or in the Oracle cloud: <ul style="list-style-type: none"> • Infrastructure • Operating Systems • Databases • Data Warehousing • Data Backup <ul style="list-style-type: none"> • Disaster Recovery • Middleware • Analytics • Applications (custom and COTS) • Security and Identity Management
Optional Services	<ul style="list-style-type: none"> • System enhancements • Performance Tuning • Road Mapping • Technology Refreshes • Other Custom Requirements

3.4 Audit Services

All software vendors protect their intellectual property. Oracle is no different, which is why all Oracle agreements have specific language concerning Oracle’s right to audit. In the past, Oracle typically checked its customers every 3-4 years, which, incidentally, is the typical amount of time between customer infrastructure refreshes. Lately, the frequency of Oracle audits has increased due to the accelerated adoption of cloud computing. We help our customers prepare for an Oracle audit by:

- **Understanding their Oracle Licensing Terms.** We help our customers identify their licensing terms, as well as any licensing restrictions. This is especially true for long-standing customers who may have purchased the original software from a company later acquired by Oracle.

- **Recording their Licensing Usage.** Oracle software is feature-rich and easy to install. Unfortunately, this can lead to the propagation of unlicensed software features across the customer's infrastructure. Oracle expects customers to be aware of and comply with other policies (e.g., clustering, partitioning, virtualization, etc.). We help our customers identify their deployment of licensed and unlicensed software.
- **Identifying their Licensing Gaps.** Once an inventory is produced, we provide a report that identifies and proposes a solution to bring the customer's licensing into compliance. For the larger customers, this may include a recommendation of an enterprise-wide third-party software asset management tool. For others, we may recommend the purchase of Oracle Enterprise Manager.

3.5 Mythics' Support and Training Services

3.5.1 Oracle Migration Management

To help customers make informed software purchases decisions, our Migration Team helps develop strategies to maximize customer ROI through various Oracle licensing policies. This team supports our sales organization, collaborating with their customers to design low cost and low risk plans for moving to new or upgraded Oracle technologies and consolidating support streams.

3.5.2 Oracle Maintenance Support Services and Solutions

Because we have a Public Sector Support Renewal Schedule in place, we are authorized to offer customers access to all Oracle Support Services and Resources when purchasing new licenses or renewing an existing licensing agreement. Oracle Support Services and Resources provide access to product enhancements and updates, upgrades to new product releases, basic product support for installations and technical support incidents, and resources, tools, and knowledge essential for problem prevention and resolution as they become commercially available.

Our status as an OPN Platinum member requires us to offer Oracle-branded support wherever possible. Oracle support policies require all programs to be properly licensed and running unaltered on the configurations specified in the customer's Oracle ordering document defining the license(s) as well as the level and period of support.

Oracle Advanced Customer Services (ACS)

Oracle ACS offers tailored, proactive services and services for products to increase the availability, performance, and value of Oracle solutions throughout their entire lifecycle:

- **Systems Optimization.** ACS helps maximize availability and reliability of Oracle systems.
- **Transition Support.** ACS helps customers migrate to the latest Oracle technology.
- **Managed Applications and Help Desk.** ACS manages Oracle Applications to help lower costs, improve availability, and benefit from the Oracle Cloud Platform. Through an end user help desk, customers may use ACS technical and functional experts to incorporate innovative solutions into their business, resolve issues more quickly, and reduce repetitive tasks.
- **Managed Platform.** ACS offers 24/7 diagnostic and remediation support through advanced monitoring and resolution. ACS ITIL-trained experts administer IT environments using ISO certified processes. Governance services are also available for production workloads deployed in the Oracle Cloud for database, middleware, and service-oriented architecture cloud services.

- **Security Support.** ACS protects technology, cloud applications, and sensitive data while helping customers meet regulatory and compliance requirements. ACS also implements and manages risk assessments, compliance services, database security services, security threat monitoring and resolution, and identity, access, and vulnerability management to secure data both on premises and in Oracle Cloud.

Oracle Advanced Customer Services for Products

With direct links to Oracle Product Development and Oracle Premier Support covering the entire Oracle stack on premises or in the cloud, ACS offers product-specific solutions, such as:

- **Applications.** ACS offers on-site guidance, best practices, and expertise for Oracle Business Intelligence, Oracle E-Business Suite, Oracle Fusion Applications, Oracle Hyperion, Oracle JD Edwards, Oracle PeopleSoft, or Oracle Siebel.
- **Cloud.** ACS helps customers innovate and accelerate PaaS, IaaS, and SaaS solutions in Oracle Cloud.
- **Database.** ACS installs and optimizes Oracle Database environments through automated technology, interactive tools, and expertise to help plan, validate, and transition databases quickly and effectively.
- **Engineered Systems.** ACS installs, configures, monitors, and provides preventive services to maximize availability, reduce risk, and optimize performance.
- **Middleware.** ACS focuses on quicker resolution, incident prevention, and continuous optimization of Oracle Fusion Middleware.
- **Servers and Storage.** ACS installs and optimizes Oracle servers and storage hardware using automated technology, interactive tools, and expertise to help plan, validate, and transition server and storage systems quickly and effectively.

Oracle Platinum Services

Oracle Platinum Services is a special entitlement available to Oracle Premier Support customers running certified configurations of Oracle engineered systems. Customers may access this enhanced support for eligible systems under their existing support agreement at no added cost. In addition to receiving the complete support essentials with Oracle Premier Support, qualifying Oracle Platinum Services customers also receive:

- ✓ 24/7 Oracle remote fault monitoring;
- ✓ Accelerated response and restore targets;
- ✓ 5-minute fault notification;
- ✓ 15-minute restoration or escalation to development;
- ✓ 30-minute joint debugging with development; and
- ✓ Remote patch deployments up to four times per year.

Highly trained, specialized Oracle support experts deliver these services on behalf of Oracle customers, helping to reduce the costs and complexity of ongoing maintenance and support.

3.5.3 Oracle University Products and Services

Oracle University Training

Because we have an Oracle Education Distribution Agreement in place, we are authorized to offer Oracle University products and services. Our presales, sales, and support teams help customers develop training plans to meet their specific needs. We also advise customer resources on how to obtain Oracle certifications. Oracle University offers training for:

- | | | |
|-------------------------|-----------------------|------------------|
| ✓ Applications | ✓ Java and Middleware | ✓ SaaS - CX |
| ✓ Database | ✓ Operating Systems | ✓ Systems |
| ✓ Enterprise Management | ✓ Oracle Cloud | ✓ Virtualization |
| ✓ Industries | ✓ PaaS/IaaS | |

Oracle University training formats include:

- **Instructor-Led Training.** Classroom Training is the most traditional learning format. Students engage face-to-face with instructors and students in a typical classroom setting. Oracle University education center environments promote effective in-class instruction as well as technically realistic laboratory exercises. From demonstrations to hands-on labs, the classroom setting offers a comprehensive, yet personalized, learning experience.
- **Live Virtual Class.** An online Live Virtual Class delivers training comparable to traditional classroom courses—without the need for expensive travel. With the latest in collaborative technology, top-rated instructors, innovative curriculum, and hands-on labs, afford students an exciting combination of traditional content and interactive online learning. This flexible choice offers the freedom to learn anywhere and at any time.
- **Self-Study Course.** Through Self-Study Courses, students to learn at their own pace via electronic downloads covering Oracle products, as well as related IT topics. Some Self-Study Courses content are the same as Oracle University instructor-led courses—while others offer specialized content. Self-Study Courses are an ideal way to train if students cannot attend class or prefer to learn on their own—while also a workable solution for any large group that needs to address disparate learning styles, dramatically reduce training costs, and maximize each user’s learning experience. However, Self-Study Courses do not fulfill the hands-on requirement for certifications.
- **Training on Demand.** Training on Demand courses are available over the internet twenty-four hours a day, seven days a week. These recorded sessions have full course content. Students access lectures, virtual white boards, and lab activities, with the ability to search video, pause or rewind. Training on Demand courses are excellent resources for students who are on the go or do not have time for classroom training.
- **Private Events.** If a team of employees needing the same training can train together, a private event enables customers to keep travel to a minimum. Customized to each customer’s requirements, a private event is a targeted, flexible, efficient, and cost-effective approach to team training held on location or at an Oracle education center. Private events maximize the learning experience and suit the specific needs of implementation teams, IT departments, or other technology groups.

Third Party Training

We offer third-party training offerings through various third-party “training as a service” for project teams, functional end-users, and self-service users as well as instructor-led training and customized end-user adoption options. Features include:

- ✓ Pre-built Oracle SaaS Training
- ✓ Customizable Content
- ✓ Interactive Jobs Aids and Activities
- ✓ Constantly Updated Content
- ✓ Embedded Performance Support
- ✓ Role-Based Contextual Help
- ✓ Training at the Point of Need
- ✓ On-Demand Access

3.6 Mythics’ Project Implementations

Our highly skilled Oracle-certified technicians take pride in helping our customers make the most out of their Oracle investments. **Table 22** below categorizes the 488 project implementations, professional services engagements, and managed services we have completed for 233 customers over the previous 3 years by Knowledge Zone. **Table 23** below identifies the 488 project implementations by customer.

Table 22: Mythics Project Implementations. *We have completed 488 Oracle-related technology projects over the previous 3 years.*

Knowledge Zone	# of Project Implementations
Applications	43
Database	74
Cloud Services (SaaS, PaaS, and IaaS)	49
IT Infrastructure	173
Middleware	83
Industries	8
Other Oracle-related Professional and Managed Services	58
Total	488

Table 23: Mythics Project Implementations by Customer. *We have completed 488 projects for 233 customers over the past 3 years.*

Customer Name	Knowledge Zone	Description of Services
Abviro, LLC	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
Advocate Health	Database	<ul style="list-style-type: none"> Oracle Database EE (EE) Support Services
	Managed Services	<ul style="list-style-type: none"> Oracle Database EE Managed Services
Alder Graduate School of Education	Cloud Platform (PaaS)	<ul style="list-style-type: none"> Oracle BI Cloud Implementation Oracle BI Cloud Support Services
Alexandria Renew Enterprises	Database	<ul style="list-style-type: none"> Oracle Database EE Support Services
	Industry Cloud Solutions	<ul style="list-style-type: none"> Primavera Cloud Implementation
	Industry Solutions	<ul style="list-style-type: none"> Primavera Applications Implementation
Allegheny County, PA	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation Oracle Engineered Systems Health Check
Arlington County, VA	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Enterprise Performance Reporting Cloud Implementation
Artesian Water	IT Infrastructure	<ul style="list-style-type: none"> Oracle Virtual Compute Appliance Implementation Oracle ZFS Storage Appliance Implementation
Baltimore County, MD	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
Bank United	Middleware	<ul style="list-style-type: none"> GoldenGate Implementation
Bioclinica Inc.	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
Brand Muscle	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Cloud Applications (SaaS) Assessment Oracle Cloud Applications (SaaS) Implementation Oracle Cloud Applications (SaaS) Support Services
Broadcasting Board of Governors	Cloud Platform (PaaS)	<ul style="list-style-type: none"> Oracle DIVA Cloud Implementation Oracle DIVA Cloud Support Services
CareFirst BlueCross BlueShield	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation Oracle Exadata Support Services
Charlotte-Mecklenburg Police	Middleware	<ul style="list-style-type: none"> GoldenGate Implementation
Citco Fund Services USA, Inc.	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
City of Albuquerque, NM	Cloud Platform (PaaS)	<ul style="list-style-type: none"> Oracle Cloud Support Services
	Database	<ul style="list-style-type: none"> Oracle Data Guard Implementation Oracle Database EE Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
City of Chicago Public Schools	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> Oracle Database Exadata Cloud Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle SuperCluster Implementation
City of Everett, WA	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
City of Fort Worth, TX	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> Oracle Cloud Infrastructure Assessment
City of Henderson, NV	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Support Services
City of High Point, NC	IT Infrastructure	<ul style="list-style-type: none"> Oracle ZFS Storage Appliance Training
City of Jackson, Mississippi	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> Oracle Cloud Infrastructure Implementation
City of Knoxville, TN	Middleware	<ul style="list-style-type: none"> Oracle Application Server Implementation
City of Lakeland, FL	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation
City of Milwaukee, WI	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Assessment
City of Raleigh, NC	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Taleo Cloud Implementation Oracle Planning and Budgeting Cloud (EPBC) Implementation
	Middleware	<ul style="list-style-type: none"> Oracle SOA Suite Implementation
	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services

Customer Name	Knowledge Zone	Description of Services
City of Richmond	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
City of Roseville, CA	Database	<ul style="list-style-type: none"> Oracle Database Assessment Oracle Active Data Guard Implementation Oracle Data Guard Implementation Oracle Database EE Implementation Oracle Diagnostics Pack Implementation Oracle RAC Implementation Oracle Tuning Pack Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
	Managed Services	<ul style="list-style-type: none"> Oracle Database Managed Services
	Middleware	<ul style="list-style-type: none"> Oracle Application Server Implementation Oracle WebLogic Implementation
City of San Antonio, TX	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Health Check
City of Tallahassee, FL	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
City of West Palm Beach, FL	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
City of Wilson, NC	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
City Utilities of Springfield, MO	Applications	<ul style="list-style-type: none"> PeopleSoft Implementation
County of Lancaster	IT Infrastructure	<ul style="list-style-type: none"> SPARC Servers Support Services
County of Los Angeles	Applications	<ul style="list-style-type: none"> PeopleSoft Assessment PeopleSoft Implementation
CPA Global	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exalytics Implementation
	Managed Services	<ul style="list-style-type: none"> Oracle Application Server Managed Services Oracle Exalytics Managed Services Oracle WebLogic Managed Services
	Middleware	<ul style="list-style-type: none"> Oracle Application Server Implementation Oracle WebLogic Implementation
Cuyahoga Community College	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
David's Bridal Inc.	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation Oracle Database Appliance Support Services
Eclipsys Solutions	Middleware	<ul style="list-style-type: none"> Oracle WebCenter Implementation
Emory University	Middleware	<ul style="list-style-type: none"> GoldenGate Implementation
Empire District	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Health Check Oracle Database Appliance Implementation
Empire State College	Middleware	<ul style="list-style-type: none"> Oracle Application Express (APEX) Implementation
Evolver Inc.	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
Export-Import Bank of the U.S.	Middleware	<ul style="list-style-type: none"> Oracle Identity Management Assessment Oracle Identity Management Implementation
Fairfax County, VA	Middleware	<ul style="list-style-type: none"> Oracle Identity Management Implementation
Federal Deposit Insurance Corporation	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation Oracle Engineered Systems Support Services
Federal Home Loan Mortgage Corporation	Database	<ul style="list-style-type: none"> Oracle OEM Implementation
	Middleware	<ul style="list-style-type: none"> Oracle SOA Suite Assessment
Government National Mortgage Association	Middleware	<ul style="list-style-type: none"> Oracle Middleware Support Services
Gwinnett County	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
Hampton City Schools	Applications	<ul style="list-style-type: none"> Oracle E-Business Suite Implementation
Hampton University	Database	<ul style="list-style-type: none"> Oracle Database Support Services
Henrico County	Applications	<ul style="list-style-type: none"> Oracle E-Business Suite Support Services
Henrico County Public Schools	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle EPBC Assessment Oracle EPBC Implementation

Customer Name	Knowledge Zone	Description of Services
HNI Corporation	Database	<ul style="list-style-type: none"> Oracle OEM Assessment Oracle OEM Implementation
Huntsville Utilities	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
Indiana University of Pennsylvania	Middleware	<ul style="list-style-type: none"> Oracle APEX Assessment Oracle APEX Implementation
JASCI Software	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> Oracle Storage Cloud Assessment
Leon County, FL	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Health Check
Liberty University	Cloud Platform (PaaS)	<ul style="list-style-type: none"> Oracle Cloud Platform (PaaS) Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation
Louisville and Jefferson County Metropolitan Sewer District	IT Infrastructure	<ul style="list-style-type: none"> SPARC Servers Implementation SPARC Servers Support Services
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Health Check
Massachusetts Bay Transportation Authority	Database	<ul style="list-style-type: none"> Oracle Data Guard Implementation Oracle Data Guard Managed Services Oracle OEM Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
	Managed Services	<ul style="list-style-type: none"> Oracle OEM Managed Services Oracle Database Appliance Managed Services GoldenGate Managed Services
	Middleware	<ul style="list-style-type: none"> GoldenGate Implementation
Massachusetts Institute of Technology	Middleware	<ul style="list-style-type: none"> Oracle WebLogic Implementation
Massachusetts Water Resources Authority	Database	<ul style="list-style-type: none"> Oracle OEM Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
Mecklenburg County, NC	Applications	<ul style="list-style-type: none"> Oracle Human Capital Management Implementation PeopleSoft Implementation
	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> Oracle Database Cloud Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
Medecision, Inc.	Database	<ul style="list-style-type: none"> Oracle RAC Implementation
	Middleware	<ul style="list-style-type: none"> GoldenGate Implementation
Miami Dade College	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
Middle Tennessee State University	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
Mill-Max Manufacturing Corporation	Database	<ul style="list-style-type: none"> Oracle Advanced Security Implementation Oracle Database SE Implementation
Mobile Area Water and Sewer Systems	Applications	<ul style="list-style-type: none"> Oracle Applications Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
Mode Transportation	IT Infrastructure	<ul style="list-style-type: none"> Oracle M-Series Servers Implementation Oracle ZFS Storage Appliance Implementation
	Applications	<ul style="list-style-type: none"> Oracle E-Business Suite Implementation
Municipal Electric Authority of Georgia Power	Database	<ul style="list-style-type: none"> Oracle Data Guard Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
Nashville Electric Service	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services Oracle Exadata Relocation Services Oracle Exadata Support Services
	Database	<ul style="list-style-type: none"> Oracle Data Guard Support Services Oracle Database EE Support Services
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation Oracle Database Appliance Support Services

Customer Name	Knowledge Zone	Description of Services
National Collegiate Athletic Association	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Cloud Applications (SaaS) Support Services
Nevada System of Higher Education	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
	Middleware	<ul style="list-style-type: none"> Oracle Data Integrator Implementation
New Jersey Transit Corporation	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exalogic Implementation Oracle Exalogic Support Services Oracle ZFS Storage Appliance Implementation
New York City (NYC) Department of Education	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Service Cloud Implementation Oracle Service Cloud Support Services
NYC Department of Finance	Middleware	<ul style="list-style-type: none"> Oracle SOA Suite Assessment
NYC Department of Information Technology and Telecommunications	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
NYC District Attorney Bronx County	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
NYC Fire Department	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation Oracle Engineered Systems Support Services Oracle Big Data Appliance Implementation Oracle Exalogic Implementation
	Middleware	<ul style="list-style-type: none"> Oracle Identity Management Support Services
	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
NYC Housing Authority	Database	<ul style="list-style-type: none"> Oracle Advanced Security Implementation Oracle Data Guard Implementation
NYC Metropolitan Transportation Authority	Applications	<ul style="list-style-type: none"> Oracle E-Business Suite Training
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Assessment Oracle Engineered Systems Migration Oracle Real User Experience Insight Support Services
	Middleware	<ul style="list-style-type: none"> Oracle WebCenter Support Services
	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
New York Property Insurance Underwriting Association	Applications	<ul style="list-style-type: none"> PeopleSoft Implementation
	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
New York Times Company	Middleware	<ul style="list-style-type: none"> Oracle WebCenter Implementation
Northeast Wisconsin Technical College	Applications	<ul style="list-style-type: none"> PeopleSoft Support Services
Nova South Eastern University	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
Nuclear Regulatory Commission	Middleware	<ul style="list-style-type: none"> Oracle Identity Management Implementation
Octapharma Plasma	Database	<ul style="list-style-type: none"> Oracle RAC Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle SuperCluster Implementation
	Managed Services	<ul style="list-style-type: none"> Oracle SuperCluster Managed Services
Old Dominion Freight Line	Database	<ul style="list-style-type: none"> Oracle OEM Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle ZFS Storage Appliance Implementation Oracle ZFS Storage Appliance Support Services Oracle ZFS Storage Appliance Health Check
Old Dominion University	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
Orbcomm	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Health Check
Pension Benefit Guarantee Corporation	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
PSEG Long Island	Applications	<ul style="list-style-type: none"> Oracle Siebel Applications Support Services
Raymond James and Associates	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
RCN Telecom Services	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation

Customer Name	Knowledge Zone	Description of Services
Reliance Standard Insurance Company	Database	<ul style="list-style-type: none"> Oracle OEM Support Services
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Health Check
Rowan University	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Health Check
Santa Barbara City College	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
SC Global Tubular Solutions	Managed Services	<ul style="list-style-type: none"> Oracle WebLogic Managed Services
Shepherd University	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
South Florida Water Management	Middleware	<ul style="list-style-type: none"> Oracle Identity Management Health Check
State of Alaska, Department of Natural Resources	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
State of Alaska, Division of Retirement and Benefits	Database	<ul style="list-style-type: none"> Oracle Active Data Guard Implementation Oracle Database EE Implementation Oracle OEM Implementation Oracle RAC Implementation
	Managed Services	<ul style="list-style-type: none"> Oracle Database Managed Services Oracle WebLogic Managed Services
	Middleware	<ul style="list-style-type: none"> Oracle WebLogic Implementation
State of California	Applications	<ul style="list-style-type: none"> PeopleSoft Implementation
	Database	<ul style="list-style-type: none"> Oracle Active Data Guard Implementation Oracle Database EE Implementation Oracle Diagnostics Pack Implementation Oracle OEM Implementation Oracle RAC Implementation Oracle Tuning Pack Implementation
	Middleware	<ul style="list-style-type: none"> Oracle APEX Implementation
State of California, California Department of Corrections	Middleware	<ul style="list-style-type: none"> Oracle Configuration Manager Implementation
State of California, California Healthcare Eligibility, Enrollment and Retention System	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
State of Colorado, Department of Labor and Employment	Applications	<ul style="list-style-type: none"> Oracle E-Business Suite Implementation
	Database	<ul style="list-style-type: none"> Oracle Database EE Support Services
	Industry Solutions	<ul style="list-style-type: none"> Financial Services Software Implementation Financial Services Software Support Services
	Managed Services	<ul style="list-style-type: none"> Oracle E-Business Suite Managed Services
State of Colorado, Colorado Springs Utilities	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
State of Florida, Department of Highway Safety and Motor Vehicles	Database	<ul style="list-style-type: none"> Oracle Active Data Guard Implementation Oracle Advanced Security Implementation Oracle Data Guard Implementation Oracle Database EE Implementation Oracle Database Partitioning Implementation Oracle Diagnostics Pack Implementation Oracle OEM Implementation Oracle RAC Implementation Oracle Tuning Pack Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation Oracle VM Implementation Oracle VM Support Services Oracle x86 Servers Implementation Oracle ZFS Storage Appliance Implementation
	Managed Services	<ul style="list-style-type: none"> Oracle Database Managed Services Oracle Engineered Systems Managed Services

Customer Name	Knowledge Zone	Description of Services
State of Georgia, Department of Administrative Services	Cloud Platform (PaaS)	<ul style="list-style-type: none"> Oracle Cloud Platform (PaaS) Assessment
State of Georgia, Department of Community Health	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
State of Georgia, Department of Human Services	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Service Cloud Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
State of Georgia, Department of Revenue	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation Oracle ZFS Storage Appliance Implementation Oracle Exadata Support Services Oracle ZFS Storage Appliance Support Services Oracle Engineered Systems Relocation Services
	Managed Services	<ul style="list-style-type: none"> Oracle Engineered Systems Managed Services
	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
State of Georgia, State Accounting Office (SAO)	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Service Cloud Implementation
	Middleware	<ul style="list-style-type: none"> Hyperion Financial Management Implementation
State of Georgia, Technology Authority	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Service Cloud Implementation
State of Illinois, Administrative Office of the Illinois Courts	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation Oracle Database Appliance Support Services
	Managed Services	<ul style="list-style-type: none"> Oracle Database Appliance Managed Services
State of Illinois, Housing Development Authority	Cloud Applications (SaaS)	<ul style="list-style-type: none"> JD Edwards on Oracle Cloud Support Services
State of Illinois, Illinois State Toll Highway Authority	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
State of Illinois, Pace Suburban Bus Service of the Regional Transportation Authority	Applications	<ul style="list-style-type: none"> Oracle E-Business Suite Implementation
	Database	<ul style="list-style-type: none"> Oracle Data Guard Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services Oracle Exadata Implementation Oracle Exalogic Implementation
	Middleware	<ul style="list-style-type: none"> Oracle BI Implementation
	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
State of Indiana, Office of Information Technology	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation Oracle Exadata Relocation Services Oracle Exadata Support Services
	Managed Services	<ul style="list-style-type: none"> Oracle Exadata Managed Services
State of Iowa, Department of Transportation	Database	<ul style="list-style-type: none"> Oracle Data Guard Support Services Oracle Database EE Support Services
State of Louisiana, Department of Environmental Quality	Middleware	<ul style="list-style-type: none"> Oracle Application Server Implementation Oracle Application Server Support Services Oracle BI Implementation Oracle BI Support Services
State of Maine, Office of Information Technology	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exalogic Implementation
	Middleware	<ul style="list-style-type: none"> Oracle WebLogic Implementation
State of Maryland, Department of Transportation	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
State of Maryland, Administrative Office of the Courts	Applications	<ul style="list-style-type: none"> PeopleSoft Implementation PeopleSoft Support Services
State of Massachusetts, Boston Water and Sewer Commission	Database	<ul style="list-style-type: none"> Oracle OEM Support Services

Customer Name	Knowledge Zone	Description of Services
State of Massachusetts, Executive Office of Education	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle OnDemand Cloud Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation
	Middleware	<ul style="list-style-type: none"> Oracle Data Integrator Implementation
State of Michigan, Department of Treasury	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
State of Mississippi	Industry Solutions	<ul style="list-style-type: none"> Primavera Unifier Implementation
State of Mississippi, Department of Transportation	IT Infrastructure	<ul style="list-style-type: none"> SPARC Servers Implementation
State of Nevada, Department of Motor Vehicles	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation Oracle Exalogic Implementation Oracle VM Implementation Oracle ZFS Storage Appliance Implementation
State of New Jersey, Department of Human Services	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
State of New Jersey, Department of Treasury	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation Oracle Engineered Systems Support Services
State of New Jersey, Motor Vehicle Commission	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation Oracle Exadata Support Services
State of New Mexico, Human Services Department	IT Infrastructure	<ul style="list-style-type: none"> Oracle ZFS Storage Appliance Implementation Oracle Exadata Implementation Oracle Exadata Support Services
	Managed Services	<ul style="list-style-type: none"> Oracle Exadata Managed Services
State of New York, Division of Financial Services	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Support Services
State of New York, Environmental Facilities Corporation	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Service Cloud Implementation Oracle Cloud Infrastructure Implementation
State of New York, Teachers Retirement System	Database	<ul style="list-style-type: none"> Oracle OEM Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
State of North Carolina, Department of Health and Human Services	IT Infrastructure	<ul style="list-style-type: none"> Oracle SuperCluster Implementation Oracle SuperCluster Support Services Oracle ZFS Implementation
	Middleware	<ul style="list-style-type: none"> Oracle GoldenGate Implementation
	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
State of North Carolina, Department of Revenue	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation
State of North Carolina, Department of State Treasurer	Managed Services	<ul style="list-style-type: none"> Oracle Engineered Systems Managed Services
State of North Carolina, Office of Information Technology	Database	<ul style="list-style-type: none"> Oracle Database EE Support Services
State of Ohio, Department of Administrative Services	IT Infrastructure	<ul style="list-style-type: none"> Oracle Big Data Appliance Implementation Oracle Big Data Appliance Support Services Oracle Big Data Appliance Health Check
	Managed Services	<ul style="list-style-type: none"> Oracle Big Data Appliance Managed Services
	Middleware	<ul style="list-style-type: none"> Oracle WebLogic Implementation Oracle WebLogic Support Services
State of Ohio, Department of Transportation	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
State of Ohio, OAKS Service Assurance	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation Oracle Engineered Systems Support Services
State of South Carolina, Legislative Services Agency	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
	Managed Services	<ul style="list-style-type: none"> Oracle Database Appliance Managed Services Oracle Data Guard Managed Services

Customer Name	Knowledge Zone	Description of Services
		<ul style="list-style-type: none"> Oracle OEM Managed Services
State of South Carolina, Department of Health and Environmental Control	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
State of Utah	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
State of Virginia, Department of Medical Assistance Services	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle EPBC Service Implementation
	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
State of Virginia, State Corporation Commission	Database	<ul style="list-style-type: none"> Oracle Advanced Security Implementation
State of Virginia, State Police	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle EPBC Service Implementation Oracle EPBC Service Support Services
State of Wyoming, Department of Transportation	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Taleo Cloud Implementation
State University of New York	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Fusion Financials Cloud Implementation
	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> Oracle Database Cloud Implementation
	Cloud Platform (PaaS)	<ul style="list-style-type: none"> Oracle Process Cloud Implementation
	Middleware	<ul style="list-style-type: none"> Oracle Configuration Manager Implementation
Tektronix, Inc.	Cloud Platform (PaaS)	<ul style="list-style-type: none"> Oracle BI Cloud Implementation
Tennessee Valley Authority	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
Tucson Airport Authority	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
United Nations Development Programme	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Taleo Cloud Implementation Oracle Taleo Cloud Support Services
United Nations Population Fund	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Taleo Cloud Implementation
U.S. Courts	Applications	<ul style="list-style-type: none"> Oracle DIVA Management Implementation
U.S. Department of Agriculture, Forest Service	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
U.S. Department of Agriculture, National Information Technology Center	Database	<ul style="list-style-type: none"> Oracle OEM Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation
	Middleware	<ul style="list-style-type: none"> Oracle WebCenter Support Services
U.S. Department of Commerce, Census Bureau	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
U.S. Department of Defense, Defense (DOD), Advanced Projects Agency	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
DOD, Defense Security Cooperation Agency	Middleware	<ul style="list-style-type: none"> Oracle WebCenter Support Services
DOD, Inspector General	Database	<ul style="list-style-type: none"> Oracle Database Lifecycle Management Implementation Oracle OEM Implementation
U.S. Air Force	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
U.S. Air Force, Life Cycle Management Center	IT Infrastructure	<ul style="list-style-type: none"> Oracle SuperCluster Implementation
U.S. Air Force Academy	Middleware	<ul style="list-style-type: none"> Oracle Middleware Support Services
	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
U.S. Army, Cyber Command	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Assessment
U.S. Army, Surgeon General of the U.S. Army	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Implementation Oracle Exadata Support Services
U.S. Army Corps of Engineers	Industry Solutions	<ul style="list-style-type: none"> Primavera Unifier Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
	Middleware	<ul style="list-style-type: none"> Oracle Middleware Support Services Oracle Business Analytics Implementation Oracle Business Analytics Support Services

Customer Name	Knowledge Zone	Description of Services
U.S. Navy Installations Command	IT Infrastructure	<ul style="list-style-type: none"> Oracle Linux Support Services
U.S. Navy Cyber Defense	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services Oracle Exadata Support Services
	Middleware	<ul style="list-style-type: none"> Oracle Middleware Support Services
U.S. Navy, Naval Education and Training Professional Development and Technology Center	Applications	<ul style="list-style-type: none"> Oracle Applications Support Services
U.S. Navy, Naval Oceanographic Office	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
U.S. Navy, Naval Supply Systems Command	Database	<ul style="list-style-type: none"> Oracle Database Support Services
U.S. Navy, Naval Research Lab	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
U.S. Department of Education	Applications	<ul style="list-style-type: none"> Oracle E-Business Suite Health Check Oracle E-Business Suite Support Services
	Middleware	<ul style="list-style-type: none"> Oracle Identity Management Implementation
U.S. Department of Energy (DOE)	Professional Services	<ul style="list-style-type: none"> Oracle Staff Augmentation Support Services
DOE, Idaho National Laboratory	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Taleo Cloud Implementation
	Managed Services	<ul style="list-style-type: none"> Oracle Taleo Cloud Managed Services
DOE, National Renewable Energy Laboratory	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
DOE, Office of Science - Integrated Support Center	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Hyperion Cloud Implementation
DOE, Office of the Chief Financial Officer	Database	<ul style="list-style-type: none"> Oracle Audit Vault and Database Firewall Support Services
U.S. Department of Health and Human Services (HHS), Centers for Medicare and Medicaid Services	Applications	<ul style="list-style-type: none"> Oracle Applications Support Services
	Cloud Infrastructure (IaaS)	<ul style="list-style-type: none"> Oracle Cloud Disaster Recovery as a Service Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
	Middleware	<ul style="list-style-type: none"> Oracle Middleware Support Services
HHS, Food and Drug Administration	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Eloqua Marketing Cloud Implementation Oracle Eloqua Marketing Cloud Support Services
HHS, National Institutes of Health (NIH)	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Support Services
HHS, NIH, National Institute of Arthritis and Musculoskeletal and Skin Diseases	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
U.S. Department of Homeland Security (DHS), Citizenship and Immigration Services (CIS)	Applications	<ul style="list-style-type: none"> Oracle Applications Development
DHS, CIS, DSMS	Applications	<ul style="list-style-type: none"> Oracle E-Business Suite Implementation Oracle E-Business Suite Support Services
	Middleware	<ul style="list-style-type: none"> Oracle Identity Management Implementation Oracle Identity Management Support Services
DHS, CIS, IVMS	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
DHS, Customs and Border Protection (CBP)	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Service Cloud Implementation Oracle Service Cloud Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation Oracle Engineered Systems Support Services Oracle Engineered Systems Support Services
	Middleware	<ul style="list-style-type: none"> Oracle Middleware Support Services

Customer Name	Knowledge Zone	Description of Services
		<ul style="list-style-type: none"> • Oracle APEX Implementation • Oracle Identity Management Implementation
DHS, CBP, EDCSS	Applications	<ul style="list-style-type: none"> • Oracle Applications Development
DHS, CBP, EDME	Database	<ul style="list-style-type: none"> • Oracle Advanced Security Implementation • Oracle Database Gateways Implementation • Oracle Diagnostics Pack Implementation • Oracle OEM Implementation
	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Exadata Implementation • Oracle Linux Implementation • Oracle VM Implementation
	Middleware	<ul style="list-style-type: none"> • Oracle Identity Management
DHS, CBP, Link Analysis	Applications	<ul style="list-style-type: none"> • Oracle Applications Development
DHS, CBP, Nighthawk	Applications	<ul style="list-style-type: none"> • Oracle Applications Development
	Database	<ul style="list-style-type: none"> • Oracle Database EE Implementation
	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Exadata Implementation
DHS, CBP, TASP	Applications	<ul style="list-style-type: none"> • Oracle Applications Development
DHS, Immigration and Customs Enforcement	Database	<ul style="list-style-type: none"> • Oracle Database EE Implementation • Oracle RAC Implementation
	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Database Appliance Support Services
	Middleware	<ul style="list-style-type: none"> • Hyperion Financial Management Implementation • Hyperion Financial Management Support Services • Oracle BI Implementation • Oracle BI Support Services
DHS Security, Office of Biometric Identity Management	Applications	<ul style="list-style-type: none"> • Oracle Applications Development
	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Engineered Systems Support Services
	Managed Services	<ul style="list-style-type: none"> • Oracle Engineered Systems Managed Services
DHS Security, Office of the Chief Human Capital Officer	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Engineered Systems Support Services
DHS, Transportation Security Administration	Applications	<ul style="list-style-type: none"> • Oracle Applications Support Services • Oracle E-Business Suite Implementation • Oracle E-Business Suite Support Services
	Cloud Platform (PaaS)	<ul style="list-style-type: none"> • Oracle Cloud Platform (PaaS) Assessment • Oracle Cloud Platform (PaaS) Support Services
	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Engineered Systems Support Services
DHS, U.S. Coast Guard	Applications	<ul style="list-style-type: none"> • Oracle Applications Development • Oracle Applications Development • Oracle E-Business Suite Implementation • Oracle E-Business Suite Support Services
	Middleware	<ul style="list-style-type: none"> • Oracle SOA Suite Implementation • Oracle SOA Suite Support Services
DHS, U.S. Secret Service	Applications	<ul style="list-style-type: none"> • Oracle E-Business Suite Implementation • Oracle E-Business Suite Support Services
	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Engineered Systems Support Services
	Middleware	<ul style="list-style-type: none"> • Oracle Application Server Implementation • Oracle Application Server Support Services • Oracle Identity Management Implementation • Oracle Identity Management Implementation • Oracle Identity Management Support Services • Oracle WebLogic Implementation • Oracle WebLogic Support Services

Customer Name	Knowledge Zone	Description of Services
U.S. Department of Interior, Bureau of Safety and Environmental Enforcement	Middleware	<ul style="list-style-type: none"> Oracle BI Support Services Oracle BI Implementation
U.S. Department of Labor, Bureau of Labor Statistics	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
U.S. Department of State (DOS)	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle HCM Cloud Implementation
U.S. DOS, Bureau of Consular Affairs	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation Oracle Engineered Systems Support Services Oracle Exadata Health Check Oracle Exadata Implementation Oracle Exadata Relocation Services Oracle Exadata Support Services Oracle Zero Data Loss Recovery Appliance Implementation
	Managed Services	<ul style="list-style-type: none"> Oracle Exadata Managed Services
	Middleware	<ul style="list-style-type: none"> Oracle Middleware Support Services Oracle Business Analytics Implementation
U.S. DOS, Bureau of Diplomatic Security	Database	<ul style="list-style-type: none"> Oracle Database Support Services
U.S. DOS, Bureau of Overseas Buildings Operations	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
U.S. Department of Transportation, Federal Aviation Administration	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exalytics Implementation
	Middleware	<ul style="list-style-type: none"> Oracle BI Implementation
U.S. DOT, Bureau of the Fiscal Service	Middleware	<ul style="list-style-type: none"> Oracle Business Analytics Implementation Oracle BI Implementation
U.S. Department of Veterans Affairs	Middleware	<ul style="list-style-type: none"> GoldenGate Implementation
U.S. Environmental Protection Agency	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Implementation
	Middleware	<ul style="list-style-type: none"> Oracle APEX Application Development
U.S. House of Representatives	Middleware	<ul style="list-style-type: none"> Oracle Identity Management Implementation
U.S. Postal Service, Office of Inspector General	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
	Managed Services	<ul style="list-style-type: none"> Oracle Database Appliance Managed Services
U.S. Securities and Exchange Commission	Middleware	<ul style="list-style-type: none"> Oracle Middleware Support Services
U.S. Senate	IT Infrastructure	<ul style="list-style-type: none"> Oracle Engineered Systems Support Services
U.S. Senate, Sergeant at Arms	Applications	<ul style="list-style-type: none"> Oracle Applications Development
U.S. Virgin Islands, St. Thomas Police	Applications	<ul style="list-style-type: none"> Oracle DIVA Management Implementation
University of Akron	Applications	<ul style="list-style-type: none"> PeopleSoft Implementation
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation Oracle ZFS Storage Appliance Implementation
University of Virginia	Cloud Applications (SaaS)	<ul style="list-style-type: none"> Oracle Taleo Cloud Implementation
Utah Systems of Higher Education	Managed Services	<ul style="list-style-type: none"> General Oracle Managed Services
Valdosta State University	Middleware	<ul style="list-style-type: none"> Oracle Business Analytics Implementation
Virginia Polytechnic Institute and State University	Database	<ul style="list-style-type: none"> Oracle RAC Implementation
	Industry Solutions	<ul style="list-style-type: none"> Oracle Hospitality for Hotels Implementation Oracle Hospitality for Hotels Support Services
	IT Infrastructure	<ul style="list-style-type: none"> Oracle Database Appliance Implementation
Washington Metropolitan Area Transit Authority	IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Assessment Oracle Exadata Implementation

Customer Name	Knowledge Zone	Description of Services
Washington Suburban Sanitary Commission	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Exalogic Implementation
Waubonsee Community College	Database	<ul style="list-style-type: none"> • Oracle Database EE Implementation • Oracle OEM Implementation
	Managed Services	<ul style="list-style-type: none"> • Oracle OEM Managed Services • Oracle Database EE Managed Services
Welligent, Inc.	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Engineered Systems Health Check • Oracle Engineered Systems Implementation
West Chester University	Database	<ul style="list-style-type: none"> • Oracle Database Implementation
	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Engineered Systems Health Check
	Middleware	<ul style="list-style-type: none"> • Oracle Application Server Health Check
	Professional Services	<ul style="list-style-type: none"> • Oracle Staff Augmentation Support Services
World Bank	IT Infrastructure	<ul style="list-style-type: none"> • Oracle Engineered Systems Implementation • Oracle Engineered Systems Support Services
Youngstown State University	Managed Services	<ul style="list-style-type: none"> • General Oracle Managed Services

4 Describe the experience and qualification of key employees.

Our Key Personnel are the same familiar resources Region 4 ESC and OMNIA Partners have worked with on the existing contract—where over the previous 3 years we outperformed our original revenue target, received over 1,000 purchase orders, and generated well over \$216M in revenues.

*In addition to the resumes provided below, please see our response to **Tab 3: Performance Capability, Section 1.1.3.8** and **Tab 3: Performance Capability, Section 1.1.3.10** where we describe our Master Agreement PMO, our Advisory Board, and its support structure in more detail.*

Eric Seifert, Vice President

Education	James Madison University, BS Economics 2004
Background	An IT sales and contract management professional working with and supporting Oracle software, hardware, support, and implementation in various roles focused on the State and Local government market.
Recent Experience	<p>Mythics, Inc. (2006 – present)</p> <p><i>Vice President, Strategic Markets (2018 – present)</i></p> <ul style="list-style-type: none"> • Responsible for all State, Local, and Higher Education business units <p><i>Vice President, Strategic Markets (North) (2017 – 2018)</i></p> <ul style="list-style-type: none"> • Responsible for developing the go to market strategy for Oracle products and services within the North Region • Develops and executed a multi-state marketing plan at the State Agency level and the City, County and K-12 markets <p><i>Director of Sales, State and Local Government (North) (2014 – 2017)</i></p> <ul style="list-style-type: none"> • Responsible for Software, Cloud and Hardware revenue goals within the North Region for Mythics • Responsible for building and developing relationships with customers and Oracle sales and executives <p><i>State and Local Contract Administrator (2011 – 2014)</i></p> <ul style="list-style-type: none"> • Responsible for managing, updating, and capturing new contracts for Mythics with a primary focus on the public sector. • Responsible for ensuring Mythics contracts remained Contract Compliant and Oracle Compliant. • Working with Contract Administrators on contract extensions, updates, and modifications • Supporting internal contract review meetings and training for new employees <p><i>Intellectual Property Program Manager (2009 – 2011)</i></p> <ul style="list-style-type: none"> • Responsible for developing the Mythics Intellectual Property Brand of Products • Developed National Sales and Marketing Initiatives to promote Mythics Intellectual Property • Worked closely with Mythics product development team to develop a product roadmap, future product releases and enhancements <p><i>Mythics State and Local Account Manager (2006 – 2009)</i></p> <ul style="list-style-type: none"> • Responsible for generating new leads, opportunities for the entire Oracle Product Stack • Responsible for developing and maintaining new relationships with State and Local Oracle customers throughout the United States

Nick Psimas, Vice President

Education	Elon University, BS Marketing 1996
Background	10 years of quota attainment at all levels. He has built and turned around several sales organizations in computer hardware, software, and professional services. Excels in project management and leadership, strategic sales planning, business development, customer satisfaction, recruiting, retention, strategic pricing negotiations, requirement analysis, sales growth, and territory expansion.
Recent Experience	<p>Mythics, Inc. (2004 – present)</p> <p><i>Vice President, Strategic Markets (South) (2015 – present)</i></p> <ul style="list-style-type: none"> • Responsible for achieving the revenue sales goals for Hardware for US • Responsible for achieving revenue sales goals for Software, Cloud and Consulting Services within the region • Develop and execute Sales strategy within each region • Build and develop relationships with customers and Oracle sales and executives <p><i>Vice President, Hardware Sales and Operations (2011 – 2015)</i></p> <ul style="list-style-type: none"> • Responsible for achieving Hardware revenue sales goals within Federal, SLG and Commercial • Manage and lead the Hardware Sales and Operations team • Collaborates with internal Mythics teams during strategic bid pursuits and created a customer friendly Order tracking process • Active in the development of our Technology Innovation Center • Build and develop relationships with customers and Oracle sales and executives <p><i>Vice President, Business Development (2007 – 2011)</i></p> <ul style="list-style-type: none"> • Focused on building relationships with Key Strategic Partners • Created awareness of Mythics capabilities within the Systems Integrator Community • Helped to build a pipeline of Opportunities 24-36 months • Recruited highly talented Capture manager to pursue large Govt. RFP's • Developed a Bid Tracking tool to manage complex capture efforts <p><i>Sales Manager, Department of Defense (2006 – 2007)</i></p> <ul style="list-style-type: none"> • Managed a Sales team focused on selling into the Department of Defense • Achieved all Sales Goals set for this organization • Established key contract wins inside both the Army and Navy • Lead many marketing events that grew our pipeline of opportunities and closed business • Developed strong customer and vendor relationships <p><i>State and Local Account Manager (2004 – 2006)</i></p> <ul style="list-style-type: none"> • Won numerous State contract vehicles in sales territory • Prospected for new business in State and Local Governments • Managed customer relationships and prepared quotations and met Sales Goals

John Iuliano, Director

Education	<p>Old Dominion University, MBA 2013 University of Nevada Reno, MS Management Information System 2011 James Madison University, BA Business Management and Management Science 2010</p>
Background	<p>An IT sales and contract management professional with over 7 years of experience across multiple markets, with an emphasis on Education, Research, and Healthcare. Prior to joining Mythics in 2011, he co-founded In the Weeds, a social networking website for the services industry.</p>
Recent Experience	<p>Mythics, Inc. (2011 – present) <i>Director, Strategic Markets (Northeast) (2018 – present)</i></p> <ul style="list-style-type: none"> • Responsible for developing the go to market strategy for Oracle products and services within the North Region • Develops and executed a multi-state marketing plan at the State Agency level and the City, County and K-12 markets <p><i>Director, Strategic Markets Higher Education/Healthcare (2015 – 2018)</i></p> <ul style="list-style-type: none"> • Maintain responsibility for earning all revenue and gross profit margin objectives for Higher Education and Healthcare sales verticals across the entire United States • Manage and leads team of three regional managers and pre-sales/enterprise architecture resources • Develops project base sales strategy, processes, and offerings <p><i>Regional Account Manager, Higher Education (2012 – 2015)</i></p> <ul style="list-style-type: none"> • Maintain responsibility for earning all revenue and gross profit margin objectives for Higher Education team across the entire United States • Leverage multiple overlays in a complicated sales process to grow business in Database Management, Business Intelligence, Enterprise Applications, Information Security, and Hardware Solutions <p><i>Business Development Representative, Higher Education (2011 – 2012)</i></p> <ul style="list-style-type: none"> • Maintain and improve relationships with current and future customers • Uncover business leads and opportunities • Daily communication with stakeholders in the IT community • Advanced knowledge of Oracle solutions • Mythics FY'12 Rookie of the Year
Publications	<p>An Analysis of Security and Privacy Concerns with the Nationwide State Health Information Exchange, International Journal of Information Security and Privacy, Wu He, Ph.D. and John Iuliano, MBA</p>

Tom Weiss, Director

Education	University of North Carolina at Wilmington, BA Political Science 1995
Background	An experienced and dedicated sales professional focused on supporting Oracle software, hardware, cloud services and support sales to the State and Local government market
Recent Experience	<p>Mythics, Inc. (2006 – present)</p> <p><i>Director, Strategic Markets (Central) (2018 – present)</i></p> <ul style="list-style-type: none"> • Responsible for developing the go to market strategy for Oracle products and services within the Central Region • Develops and executes a multi-state marketing plan at the State Agency level and the City, County and K-12 markets <p><i>Director, Strategic Markets (West) (2016 – 2018)</i></p> <ul style="list-style-type: none"> • Responsible for developing the go to market strategy for Oracle products and services within the West Region • Developed and executed a multi-state marketing plan at the State Agency level and the City, County and K-12 markets <p><i>Mythics State and Local Regional Manager (West) (2012 – 2016)</i></p> <ul style="list-style-type: none"> • Responsible for generating new leads, opportunities for the entire Oracle Product Stack • Responsible for developing and maintaining new relationships with State and Local Oracle customers throughout the United States <p><i>Account Manager (2009 – 2012)</i></p> <ul style="list-style-type: none"> • Maintain and improve relationships with current and future customers • Uncover business leads and opportunities • Daily communication with stakeholders in the IT community • Advanced knowledge of Oracle solutions

Ryan Williams, Senior Manager

Education	Old Dominion University, BA Business Administration
Background	A driven sales professional with a winning attitude and strong work ethic that has a proven record of consistently achieving demanding sales targets and goals.
Recent Experience	<p>Mythics, Inc. (2010 – present)</p> <p><i>Senior Manager, Strategic Markets (West) (2018 – present)</i></p> <ul style="list-style-type: none"> • Responsible for developing the go to market strategy for Oracle products and services within the Central Region • Develops and executes a multi-state marketing plan at the State Agency level and the City, County and K-12 markets <p><i>State and Local West Account Manager (2013 – 2018)</i></p> <ul style="list-style-type: none"> • Developed strong relationships with new and existing customers, manufacturer (Oracle), and various System Integrators • Became the go to Oracle Partner for Far West Accounts by delivering high quality service, response time, and flawless execution • Negotiated complex contracts and pricing agreements • Worked as team lead and assisted with the development of Junior Sales reps • Developed a strong pipeline of reoccurring revenue within Strategic Accounts • Created, planned, and executed marketing events and business plans • 6x State and Local Quarterly Sales MVP <p><i>Federal Support Sales / Commercial Education Sales Representative (2012 – 2013)</i></p> <ul style="list-style-type: none"> • Maintained customer base • Simplified existing customers support experience • Developed relationships and found new opportunities within existing customers • Achieved 110% of quota <p><i>Business Development Representative (2010 – 2012)</i></p> <ul style="list-style-type: none"> • Generated leads by creating, planning, and executing call campaigns • Cold called potential clients on different technology offerings • Averaged 50 calls per day • Supported sales representatives at Mythics

Sean McKenzie, Vice President

Education	James Madison University, BA Communication Studies 1996
Background	Combines 17 years of Oracle technology knowledge and the Oracle sales process to drive Mythics' support and education sales. Using coaching skills as a management approach, has his team focused on quota attainment, account cultivation and cooperation with each Strategic Market sales team.
Recent Experience	<p>Mythics, Inc. (2002 – present)</p> <p><i>Vice President, Strategic Markets Support Solutions (2013 – present)</i></p> <ul style="list-style-type: none"> • Managed a team responsible for all Non-Federal Oracle Support and Oracle University sales and developed Sales Reps to cultivate net new opportunities from existing customers. • Created content and implement training for new Support Solutions Reps • Managed sales pipeline for multiple different verticals including State and Local Government, Higher Educations, Healthcare and Commercial for the entire country <p><i>State and Local Government Regional Sales Manager (2010 – 2013)</i></p> <ul style="list-style-type: none"> • Managed and developed sales strategies to attain quota for sales team • Created marketing strategies and managed marketing events for the region • Negotiated large Unlimited License Agreements with top customers • Assisted the VP of State and Local Government on special projects and Sales Reps development • Developed and managed complicated transactions and managed contract attainment for the region <p><i>State and Local Government Regional Account Manager and Team Lead (2007 – 2009)</i></p> <ul style="list-style-type: none"> • Assisted in expanding present accounts and procuring new business • Managed and monitored the implementation and development of strategic long-term relationships with the customer • Organized materials for proposals with current and new business and assisted in developing content to assist new team members • Mentored new Sales Reps <p><i>State and Local Government Account Manager (2002 – 2006)</i></p> <ul style="list-style-type: none"> • Researched customer data • Prospected for new business in State and Local Governments • Managed customer relationships and prepared quotations • Arranged technical demonstrations • Attended regular Oracle product training

Chris Richards, VP Marketing/Customer Service

Education	James Madison University, BS 1995
Background	Experienced IT marketing and sales executive with 19 years of experience leading marketing strategy development and operations including: strategic branding and value messaging, field and channel marketing support, corporate communications and PR, advertising, web and mobile development, search engine optimization and paid search, inbound marketing and social media, demand generation campaign and program development, live technology event and trade show support.
Recent Experience	<p>Mythics, Inc. (2007 – present)</p> <p><i>Vice President, Marketing/Customer Service, Mythics, Inc., (2007 – present)</i></p> <ul style="list-style-type: none"> • Leads marketing strategy, operations, and customer service operations globally for Mythics • Manages a team of highly dedicated marketing coordinators and customer service specialists supporting the Mythics systems integration and product resale organizations serving the Federal, Defense, State and Local Government, Commercial and Healthcare markets • Responsible for Oracle field, channels, and executive marketing relationships across the Oracle Corporate and Field Marketing organizations • Responsible for internal and external reporting on marketing effectiveness and ROI • Responsible for monthly Oracle vendor reporting and Oracle quarterly business reviews with the Mythics executive team and the Oracle Executive, Sales and Channels organizations <p><i>Manager, Business Development, Cisco Systems (2004 – 2007)</i></p> <ul style="list-style-type: none"> • Lead Marketing and Sales Strategy for US CDMA carriers <p><i>Director, Nextel Communications, DynamicSoft, Inc, (2000 – 2004)</i></p> <ul style="list-style-type: none"> • Lead Marketing and Sales Strategy for DynamicSoft sales and deployment of Session Initiation Protocol (SIP) based “Push to Talk” platform • Successfully supported the acquisition of DynamicSoft to Cisco Systems

Deonte Watters, Senior Director

Education	<p>American Military University, BA Political Science 2010 Villanova University, Master Certificate, Commercial Contract Management 2013 Villanova University, Master Certificate, Government Contract Management 2013</p>
Background	<p>Experienced Contracts Management professional with over ten years of experience in managing high dollar contracts and major public acquisition programs in the public and private sectors. Mr. Watters is responsible for supporting all Mythics contracting efforts, including developing, negotiating, and administering contracts. He is an active member in the National Contract Management Association, Hampton Roads Chapter.</p>
Recent Experience	<p>Mythics, Inc. (2010 – present) <i>Senior Director, Customer Contracts (2010 – present)</i></p> <ul style="list-style-type: none"> • Reviews contractual obligations and coordinates with program management, accounting, human resources, and legal departments to ensure compliance • Negotiates and prepares formal teaming arrangements, non-disclosure agreements, Master Service Agreements, software license agreements, statements of work and other critical business arrangements • Prepares special reports and analyses as required to ensure and responds to complex inquiries regarding contractual obligations <p>NASA Langley Research Center (2009 – 2010) <i>Senior Buyer (2009 – 2010)</i></p> <ul style="list-style-type: none"> • Responsible for awarding high dollar value contracts analyzing end-user requirements set forth in the Federal Acquisition Regulations (FAR) and the NASA FAR Supplement • Advised Integrated Product Teams on conducting market research and coordinating acquisition strategy with the Program Office • Provided contractual solutions to supply requirements utilizing a variety of contract approaches such as GSA Federal Supply Schedules, NASA Scientific and Engineering Workstation Procurement (SEWP), ID/IQ Contracts and Blanket Purchase Agreements <p>City of Chesapeake (2008 – 2010) <i>Procurement Specialist II (2008 – 2010)</i></p> <ul style="list-style-type: none"> • Prepared Request for Proposals, Invitation to Bid and Request for Quotes for complex solicitations and negotiations • Organized pre-proposal and pre-bid conferences, oversaw evaluation committees, and made recommendations of award to the Director of Procurement • Reviewed purchase requisitions for conformance with procurement regulations, requirements, and budgetary constraints

5 Describe Offeror's experience working with the government sector.

Constraints placed upon the public sector produce a highly regulated and tedious procurement environment. Profit and loss motivate the private sector, whereas mission objectives drive public sector agencies and typically inhibited by their budgets. And because the public sector is accountable to its taxpayers, procurement laws exist to promote fair competition, transparency, socioeconomic goals, and security. These differences lead to policies and incentives that stress the avoidance of negative outcomes—sometimes at the expense of emphasizing the pursuit of positive ones.

Public Sector Experience

Those serving the public sector must have the appropriate capability and capacity to operate in this unique market. Our founders created Mythics because they saw a need for a more competent and loyal Oracle public sector partner. We have remained 100% dedicated to selling, implementing, and supporting Oracle technology—and our *entire* business model focuses on selling it to the public sector. Consider:

- ✓ We hold more than 75 public sector contract vehicles
- ✓ We have sold to 2,011 unique public sector agencies in the previous 3 fiscal years
- ✓ We have processed 9,088 public sector transactions in the previous 3 fiscal years

All our resources have contributed to this success. While a highly skilled and motivated sales organization is critical to our success, so are the support resources we employ to help navigate the complexities of selling in the public sector. Each day, our attorneys negotiate terms and conditions with public sector agencies, knowing which ones are inconsistent with local laws. Our Contract Vehicle Team ensures we refresh our catalogs, adhere to pricing requirements, and provide sales reports and other administrative functions. Our Sales Operations Team ensure our quotes contain items found on the Master Agreement and offered at or below the contract price. Our Partner Contracts Team makes sure that we have met all of Oracle's requirements to have the necessary authorizations to sell to the public sector. Our accountants submit invoices and remit contract fees.

These are only a few of the nuances we face each day selling to the public sector. It is why we staffed our Master Agreement PMO with sales and marketing resources, as well as the support resources we believe are critical to the success of the Master Agreement.

*Please see our response to **Tab 3: Performance Capability, Section 1.1.3.8** and **Tab 3: Performance Capability, Section 1.1.3.10** where we describe our Master Agreement PMO, our Advisory Board, and its support structure in more detail.*

6 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

No Mythics officer or director is or has been involved in any, bankruptcy proceedings or reorganization plans, state investigations.

Mythics was a defendant in litigation brought by the State of Oregon and the Oregon Health Insurance Corporation against Oracle America, Inc., several current or former Oracle employees, and Mythics (Case No.14C20043, filed in the Marion County, Oregon Circuit Court on August 22, 2014). The case named Mythics in only one of the fourteen claims, which is a claim for Breach of Contract related to the sale of Oracle products and services to the State of Oregon related to the Oregon Health Insurance Exchange. No claims of fraud were made regarding

Mythics. Mythics sole connection to the case was that Mythics fulfilled orders to the State as a reseller of Oracle products and services. Oracle provided all the products and services. Oregon and Oracle settled the case in 2016.

7 Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Please see Tab 4.a References as instructed per the solicitation.

8 Provide any additional information relevant to this section.

8.1 Individual OPN Certifications

We take pride in employing highly skilled Oracle-certified presales, sales, support, training, implementation, and industry specialists. **Table 24** identifies the 1,268 individual Oracle certifications earned by 208 employees by type—which represents *over 80% of our customer-facing resources*. **Table 25** lists the individual Oracle Certification earned by 208 Mythics employees.

Table 24: Mythics Individual Oracle Certifications. *We have earned 1,268 individual certifications dedicated to Oracle technology.*

Certification Type	# of Certifications
PreSales	174
Sales	430
Support	454
Implementation (including Cloud Service Specialists and Architects)	201
Industry	9
Total	1268

We encourage our resources to get certifications and regularly pay for classroom or self-paced education and training. To obtain OPN Resale Rights and Specializations, we give those with requisite experience time to dedicate during regular hours to receive training, study and prepare for the proctored exams.

Table 25: Mythics Individual Oracle Certification by Employee. *We have had 208 employees earn individual Oracle certifications. (CONFIDENTIAL)*

Name	Job Role	Offering/Certificate Name
[REDACTED]	Sales	<ul style="list-style-type: none"> • Oracle Database Appliance 2016 Sales Specialist • Oracle Database Cloud Services 2017 Sales Specialist • Oracle Enterprise Manager (OEM) 12c Sales Specialist • Oracle FS1 Series Systems Sales Specialist • Oracle Private Cloud Appliance 2017 Sales Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> • Oracle Exadata Database Machine 2017 PreSales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> • Oracle Database 11g Administrator Certified Professional
[REDACTED]	Implementation	<ul style="list-style-type: none"> • Oracle Database 11g Administrator Certified Professional
[REDACTED]	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database Cloud Services 2017 Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> • Oracle E-Business Suite 12 Financial Management Certified Implementation Specialist: Oracle Payables • Oracle E-Business Suite 12 Supply Chain Certified Implementation Specialist: Oracle Purchasing • Oracle Procurement Cloud 2017 Certified Implementation Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> • Oracle E-Business Suite R12.1 Supply Chain Management (SCM) PreSales Specialist • Oracle Fusion Cloud Procurement 2016 PreSales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> • Oracle E-Business Suite R12.1 SCM Sales Specialist • Oracle Procurement Cloud 2016 Sales Specialist
[REDACTED]	Support	<ul style="list-style-type: none"> • Demantra Support Specialist • Digital Media Solutions Support Specialist • Empirica Support Specialist • Enterprise Communications Support Specialist • Exadata Database Machine Support Specialist • Exalogic Elastic Cloud Support Specialist • Exalogic Elastic Cloud X2-2 Support Specialist • Fujitsu SPARC Servers Support Specialist • Hyperion (Performance Management Applications) Support Specialist • Instantis Enterprise Track Support Specialist • Instantis Enterprise Track Cloud Service Support Specialist • JD Edwards EnterpriseOne Configurable Network Computing 9.2 Support Specialist • JD Edwards EnterpriseOne Distribution 9.2 Support Specialist • JD Edwards EnterpriseOne Financial Management 9.2 Support Specialist • Network Session Delivery and Control Infrastructure Specialization Support Specialist • Oracle Access Management (OAM) Suite Plus 11g Support Specialist • Oracle Application Development Cloud Platform Support Specialist • Oracle Application Development Framework (ADF) 12c Support Specialist • Oracle Application Grid 11g Support Specialist • Oracle Application Integration Architecture 11g Support Specialist • Oracle Argus Cloud Service Solutions Support Specialist • Oracle Argus EE 8 Support Specialist • Oracle Argus Safety Suite Applications Support Specialist • Oracle Big Data Support Specialist • Oracle BI Foundation Suite 11g Support Specialist • Oracle BPM Suite 12c Support Specialist • Oracle Clinical & Oracle Remote Data Capture Support Specialist • Oracle Cloud Application Foundation Support Specialist • Oracle Commerce Support Specialist • Oracle Commerce 11 Support Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Oracle Communications Billing and Revenue Management 7 Essential Support Specialist • Oracle Communications BRM 7 Support Specialist • Oracle Communications Hyperconnected Enterprise Support Specialist • Oracle Communications Order and Service Management 7 Support Specialist • Oracle Communications Order and Service Management Server 7 Essential Support Specialist • Oracle Communications Unified Communications Suite Support Specialist • Oracle Communications Virtualized Core Network Systems Support Specialist • Oracle CRM OnDemand Support Specialist • Oracle Customer Hub and Oracle Data Quality Support Specialist • Oracle Data Integrator 12c Support Specialist • Oracle Database 12c Support Specialist • Oracle Database Appliance Specialization Support Specialist • Oracle Database Performance and Tuning Support Specialist • Oracle Demand Management (Demantra) 7.3 Support Specialist • Oracle Eloqua Marketing Cloud Service Support Specialist • Oracle Eloqua Marketing Cloud Service Specialization Support Specialist • Oracle Endeca Information Discovery 3.1 Support Specialist • Oracle OEM 12c Support Specialist • Oracle Enterprise Taxation Management 2 Support Specialist • Oracle Essbase 11 Support Specialist • Oracle Exadata Database Machine Support Specialist • Oracle Exalytics In-Memory Machine Support Specialist • Oracle GoldenGate 12c Support Specialist • Oracle GRC: Oracle Fusion GRC Solutions Support Specialist • Oracle Health Information Exchange Applications Support Specialist • Oracle Health Sciences ClearTrial Cloud Service Support Specialist • Oracle Health Sciences Empirica Cloud Service Applications Support Specialist • Oracle Health Sciences Life Sciences Warehouse Applications Support Specialist • Oracle Healthcare Foundation Support Specialist • Oracle Hyperion Data Relationship Management 11.1.2 Support Specialist • Oracle Hyperion Financial Management 11 Support Specialist • Oracle Hyperion Planning 11 Support Specialist • Oracle Identity Governance Suite 11g Support Specialist • Oracle Infrastructure as a Service Support Specialist • Oracle Insurance Policy Administration 9 Support Specialist • Oracle Life Sciences Data Hub 2 Support Specialist • Oracle Linux 6 Support Specialist • Oracle Mobile Cloud Service Support Specialist • Oracle Mobile Development Support Specialist • Oracle Monetization Cloud Support Specialist • Primavera Support Specialist • Primavera Cloud Service Support Specialist • Oracle Prime Projects Cloud Service Support Specialist • Oracle Private Cloud Appliance Support Specialist • Oracle RAC 12c Support Specialist • Oracle Responsys Marketing Platform Cloud Service Program Support Specialist • Oracle Retail Merchandise Planning and Optimization 13.3 Support Specialist • Oracle Retail Point-of-Service 13.4 Support Specialist • Oracle Retail Pricing 13.2 Support Specialist • Oracle Retail Store Inventory Management 13.2 Support Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Oracle Siebel Clinical Trial Management System Support Specialist • Oracle SOA Suite 12c Support Specialist • Oracle Social Relationship Management Support Specialist • Solaris 11 Support Specialist • Oracle Spatial 11g Support Specialist • Oracle Utilities Customer Care and Billing 2 Support Specialist • Oracle Utilities Meter Data Management 2 Support Specialist • Oracle Utilities Mobile Workforce Management 2 Support Specialist • Oracle Utilities Smart Grid Gateway 2 Support Specialist • Oracle Virtual Networking Support Specialist • Oracle VM 3 Support Specialist • Oracle WebCenter Content 11g Support Specialist • Oracle WebCenter Portal 11g Support Specialist • Oracle WebCenter Sites 11g Support Specialist • Oracle WebLogic Server 12c Support Specialist • Oracle ZFS Storage Support Specialist • Primavera P6 EPPM 8 Support Specialist • Primavera Portfolio Management 9 Support Specialist • Primavera Unifier Support Specialist • Primavera Unifier Cloud Service Support Specialist • Project Lifecycle Management Support Specialist • Siebel Support Specialist • Siebel CRM 8 Support Specialist • SPARC M-Series Servers Specialization Support Specialist • SPARC SuperCluster Support Specialist • SPARC T-Series Servers Specialization Support Specialist • SPARC T4-Based Servers Support Specialist • StorageTek Tape Libraries Support Specialist • Zero Data Loss Recovery Appliance Support Specialist
██████████	Implementation	<ul style="list-style-type: none"> • Oracle ADF 12c Certified Implementation Specialist • Oracle BPM Suite 12c Certified Implementation Specialist • Oracle SOA Suite 12c Certified Implementation Specialist
██████████	PreSales	<ul style="list-style-type: none"> • Oracle BI Foundation Suite 11 PreSales Specialist
██████████	Implementation	<ul style="list-style-type: none"> • Oracle Database 12c Administrator Certified Professional
██████████	Sales	<ul style="list-style-type: none"> • Cloud Application Foundation Sales Specialist • Oracle Database 12c Sales Specialist • Oracle Exalytics In-Memory Machine 2014 Sales Specialist • Oracle ZFS Storage 2016 Sales Specialist
██████████	Cloud Service Specialist	<ul style="list-style-type: none"> • Oracle Documents Cloud Service Specialist
██████████	Implementation	<ul style="list-style-type: none"> • Oracle OAM Plus 11g Certified Implementation Specialist • Oracle ADF 12c Certified Implementation Specialist • Oracle WebCenter Content 11g Certified Implementation Specialist • Oracle WebCenter Portal 11g Certified Implementation Specialist • Oracle WebCenter Sites 11g Certified Implementation Specialist • Oracle WebLogic Server 12c Certified Implementation Specialist
██████████	Sales	<ul style="list-style-type: none"> • Oracle Database Cloud Services 2017 Sales Specialist
██████████	Implementation	<ul style="list-style-type: none"> • Oracle Application Server 10g Administrator Certified Professional • Oracle Cloud Application Foundation Certified Implementation Specialist • Oracle SOA Suite 12c Certified Implementation Specialist • Oracle WebLogic Server 12c Certified Implementation Specialist
██████████	PreSales	<ul style="list-style-type: none"> • Cloud Application Foundation PreSales Specialist • Oracle SOA Suite 12c PreSales Specialist
██████████	Sales	<ul style="list-style-type: none"> • Cloud Application Foundation Sales Specialist • Oracle SOA Suite 12c Sales Specialist
██████████	Support	<ul style="list-style-type: none"> • Exalogic Elastic Cloud Support Specialist (v3.1)

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> Oracle Exalytics In-Memory Machine Support Specialist (v3.1)
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle FS1 Series Systems Sales Specialist Oracle Security and Systems Management - Partner Sales Immersion 2018
	Architect	<ul style="list-style-type: none"> Oracle Cloud Infrastructure 2018 Certified Architect Associate
	Implementation	<ul style="list-style-type: none"> Oracle Global Human Resources (HR) Cloud 2017 Certified Implementation Specialist
	Implementation	<ul style="list-style-type: none"> Oracle VM 3.0 for x86 Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Oracle Database 12c PreSales Specialist Oracle Linux 6 PreSales Specialist Oracle StorageTek Tape Libraries PreSales Specialist SPARC T4-Based Servers PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Database 12c Sales Specialist Oracle Linux 6 Sales Specialist Oracle StorageTek Tape Libraries Sales Specialist Oracle VM 3 Sales Specialist SPARC T4-Based Servers Sales Specialist
	Implementation	<ul style="list-style-type: none"> General Ledger 2017 Certified Implementation Specialist PTS: Financials Cloud Implementation Workshop PTS: Procurement Cloud Implementation Workshop
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018
	PreSales	<ul style="list-style-type: none"> Oracle Database 12c PreSales Specialist Oracle Exalogic Elastic Cloud 2014 PreSales Specialist Oracle RAC 12c PreSales Specialist Oracle VM 3 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Linux 6 Sales Specialist Oracle Private Cloud Appliance 2017 Sales Specialist
	PreSales	<ul style="list-style-type: none"> Cloud Application Foundation PreSales Specialist
	Sales	<ul style="list-style-type: none"> Cloud Application Foundation Sales Specialist Oracle WebCenter Content 11g Sales Specialist
	Support	<ul style="list-style-type: none"> Exalogic Elastic Cloud Support Specialist (v3.1) Oracle Exalytics In-Memory Machine Support Specialist (v3.1)
	PreSales	<ul style="list-style-type: none"> Oracle Database Appliance 2016 PreSales Specialist Oracle OEM 12c PreSales Specialist Oracle Fusion Governance, Risk, and Compliance 11g: Advanced Controls PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11 Sales Specialist Oracle OEM 12c Sales Specialist Oracle Exadata Database Machine 2017 Sales Specialist Oracle Fusion Governance, Risk, and Compliance: Advanced Controls 2014 Sales Specialist Oracle WebCenter Content 11g Sales Specialist PeopleSoft PeopleTools 8.51 Sales Specialist Siebel CRM 8.1.1 Sales Specialist
	Sales	<ul style="list-style-type: none"> Cloud Application Foundation Sales Specialist Oracle Database 12c Sales Specialist Oracle RightNow CX Cloud Service Sales Specialist Oracle ZFS Storage 2016 Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle E-Business Suite R12 Advanced Supply Chain Planning Consultant Certified Expert
	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database Cloud Services 2017 Sales Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> Oracle FS1 Series Systems Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> Oracle Database 12c Sales Specialist Oracle FS1 Series Systems Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle Database 11g Administrator Certified Professional Oracle OEM 12c Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Oracle Database 12c PreSales Specialist Oracle Database Cloud Services 2017 PreSales Specialist Oracle Exadata Database Machine 2017 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Database 12c Sales Specialist Oracle Exadata Database Machine 2017 Sales Specialist Oracle Exalogic Elastic Cloud 2014 Sales Specialist
	PreSales	<ul style="list-style-type: none"> Oracle Hyperion Financial Management 11.1.1 PreSales Specialist Oracle Hyperion Planning PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Big Data 2017 Sales Specialist Oracle OEM 12c Sales Specialist Oracle Exalytics In-Memory Machine 2014 Sales Specialist Oracle FS1 Series Systems Sales Specialist Oracle ZFS Storage 2016 Sales Specialist Sun Flash Storage Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist Oracle Data Integrator 12c Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Exalogic Elastic Cloud X2-2 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle FS1 Series Systems Sales Specialist
	PreSales	<ul style="list-style-type: none"> MySQL PreSales Specialist Test
	Implementation	<ul style="list-style-type: none"> Oracle SOA Suite 12c Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Oracle SOA Suite 12c PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle SOA Suite 12c Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle E-Business Suite R12 Advanced Supply Chain Planning Consultant Certified Expert
	PreSales	<ul style="list-style-type: none"> Oracle Database 12c PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Database 12c Sales Specialist Oracle Database Cloud Services 2017 Sales Specialist Oracle RAC 12c Sales Specialist
	PreSales	<ul style="list-style-type: none"> Oracle Database 12c PreSales Specialist Oracle E-Business Suite R12.1 Financial Management PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle RAC 12c Sales Specialist
	Support	<ul style="list-style-type: none"> Exalogic Elastic Cloud Support Specialist (v3.1) Oracle Exalytics In-Memory Machine Support Specialist (v3.1)
	PreSales	<ul style="list-style-type: none"> Oracle Exadata Database Machine 2017 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Exadata Database Machine 2017 Sales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Private Cloud Appliance 2017 Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist Oracle Database 12c Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> Cloud Application Foundation Sales Specialist Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database 12c Sales Specialist Oracle Exalytics In-Memory Machine 2014 Sales Specialist Oracle FS1 Series Systems Sales Specialist Oracle Linux 6 Sales Specialist Oracle Security and Systems Management - Partner Sales Immersion 2018

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> Oracle ZFS Storage 2016 Sales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018
	Implementation	<ul style="list-style-type: none"> Oracle CRM OnDemand Certified Implementation Specialist Oracle E-Business Suite 12 Financial Management Certified Implementation Specialist: Oracle Payables
	Industry	<ul style="list-style-type: none"> Aerospace & Defense Industry Specialist
	Sales	<ul style="list-style-type: none"> Oracle E-Business Suite R12.1 Financial Management Sales Specialist
	PreSales	<ul style="list-style-type: none"> Oracle WebLogic Server 12c PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Security and Systems Management - Partner Sales Immersion 2018
	Architect	<ul style="list-style-type: none"> Oracle Cloud Infrastructure 2018 Certified Architect Associate
	PreSales	<ul style="list-style-type: none"> Oracle Cloud Infrastructure Solution 2018 PreSales Specialist Secure and Manage Cloud Solutions XWeek Solution Engineers Specialist
	Sales	<ul style="list-style-type: none"> Oracle Management Cloud Sales Specialist
	Support	<ul style="list-style-type: none"> MySQL 5 - Cloud Support Specialist Oracle Application Development Cloud Platform - Cloud Support Specialist Oracle Application Integration Cloud Platform - Cloud Support Specialist Oracle Autonomous Database - Cloud Support Specialist Oracle Big Data Cloud Platform - Cloud Support Specialist Oracle Business Analytics Cloud Platform - Cloud Support Specialist Oracle Cloud Infrastructure (OCI) - Cloud Support Specialist Oracle Content and Experience Cloud Platform - Cloud Support Specialist Oracle CPQ Cloud - Cloud Support Specialist Oracle CPQ Cloud Service - Cloud Support Specialist Oracle Data Integration Cloud Platform - Cloud Support Specialist Oracle Data Management Cloud Platform - Cloud Support Specialist Oracle Eloqua Marketing Cloud Service - Cloud Support Specialist Oracle Eloqua Marketing Cloud Service Specialization - Cloud Support Specialist Oracle Engagement Cloud - Cloud Support Specialist Oracle Engagement Cloud Specialization - Cloud Support Specialist Oracle Enterprise Performance Management Cloud - Cloud Support Specialist Oracle Enterprise Performance Reporting Cloud Service Specialization - Cloud Support Specialist Oracle EPM Cloud Service Resell - Cloud Support Specialist Oracle Financial Consolidation and Close Cloud Service Specialization - Cloud Support Specialist Oracle Financials Cloud - Cloud Support Specialist Oracle Global HRCloud - Cloud Support Specialist Oracle HCM Cloud - Cloud Support Specialist Oracle Infinity - Cloud Support Specialist Oracle Infinity Webtrends Cloud Service Specialization - Cloud Support Specialist Oracle Infrastructure as a Service - Cloud Support Specialist Oracle Inventory Management Cloud Service Specialization - Cloud Support Specialist Oracle Live Experience Cloud Resell - Cloud Support Specialist Oracle Management Cloud - Cloud Support Specialist Oracle Manufacturing Cloud Service Specialization - Cloud Support Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Oracle Maxymiser Testing and Optimization Cloud Service - Cloud Support Specialist • Oracle Mobile Cloud Service - Cloud Support Specialist • Oracle Monetization Cloud Specialization - Cloud Support Specialist • Oracle Order Management Cloud Service Specialization - Cloud Support Specialist • Oracle Planning Cloud Service Specialization - Cloud Support Specialist • Oracle Procurement Cloud - Cloud Support Specialist • Oracle Procurement Cloud Specialization - Cloud Support Specialist • Oracle Product Lifecycle Management Cloud Service Specialization - Cloud Support Specialist • Oracle Profitability and Cost Management Cloud Service Specialization - Cloud Support Specialist • Oracle Project Portfolio Management Cloud - Cloud Support Specialist • Oracle Project Portfolio Management Cloud Specialization - Cloud Support Specialist • Oracle Responsys Marketing Platform Cloud Service Program - Cloud Support Specialist • Oracle Risk Management Cloud - Cloud Support Specialist • Oracle Risk Management Cloud Service Specialization - Cloud Support Specialist • Oracle Security Cloud Platform - Cloud Support Specialist • Oracle SCM Cloud - Cloud Support Specialist • Oracle SCM Cloud Specialization - Cloud Support Specialist • Oracle Supply Chain Planning Cloud - Cloud Support Specialist • Oracle Talent Management Cloud - Cloud Support Specialist • Oracle Transportation Management Cloud - Cloud Support Specialist • Oracle Warehouse Management Cloud Service - Cloud Support Specialist • Oracle Workforce Management Cloud - Cloud Support Specialist • Oracle Workforce Rewards Cloud - Cloud Support Specialist
██████████	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database 12c Sales Specialist
██████████	Architect	<ul style="list-style-type: none"> • Oracle Cloud Infrastructure 2018 Certified Architect Associate
	Implementation	<ul style="list-style-type: none"> • Oracle Autonomous Database Cloud 2019 Certified Specialist • Oracle BI Foundation Suite 11g Certified Implementation Specialist • Oracle Cloud Platform Big Data Management 2018 Certified Associate • Oracle Data Integrator 12c Certified Implementation Specialist
██████████	Implementation	<ul style="list-style-type: none"> • Oracle Database 12c Administrator Certified Professional
██████████	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database 12c Sales Specialist • Tape & X86 - Partner Sales Immersion 2018
██████████	Sales	<ul style="list-style-type: none"> • Oracle Application Grid Sales Specialist
██████████	Sales	<ul style="list-style-type: none"> • Oracle Cloud Infrastructure Solution 2018 Sales Specialist • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database 12c Sales Specialist • Oracle Database Appliance 2016 Sales Specialist • Oracle Database Cloud Services 2017 Sales Specialist • Oracle Private Cloud Appliance 2017 Sales Specialist • Oracle Security and Systems Management - Partner Sales Immersion 2018
██████████	PreSales	<ul style="list-style-type: none"> • Oracle ZFS Storage 2016 PreSales Specialist
	Sales	<ul style="list-style-type: none"> • Exalogic Elastic Cloud X2-2 Sales Specialist • Oracle OAM Plus 11g Sales Specialist • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database Cloud Services 2017 Sales Specialist • Oracle OEM 12c Sales Specialist • Oracle FS1 Series Systems Sales Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> Oracle Linux 6 Sales Specialist Oracle Mobile Cloud Service 2017 Sales Specialist Oracle Private Cloud Appliance 2017 Sales Specialist Oracle WebLogic Server 12c Sales Specialist
	Industry	<ul style="list-style-type: none"> Aerospace & Defense Industry Specialist
	PreSales	<ul style="list-style-type: none"> Exalogic Elastic Cloud X2-2 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Hyperion Financial Management Sales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database Cloud Services 2017 Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> Oracle FS1 Series Systems Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle Database Performance and Tuning 2015 Certified Implementation Specialist
	Implementation	<ul style="list-style-type: none"> Exalogic Elastic Cloud X2-2 Certified Implementation Specialist
	Implementation	<ul style="list-style-type: none"> Exadata Database Machine 2015 Install and Configuration Specialist
	Implementation	<ul style="list-style-type: none"> Oracle Database 11g Administrator Certified Associate Oracle Exadata Database Machine 2016 Certified Implementation Specialist
	Architect	<ul style="list-style-type: none"> Oracle Cloud Infrastructure 2018 Certified Architect Associate
	Implementation	<ul style="list-style-type: none"> Oracle OAM Plus 11g Certified Implementation Specialist Oracle Database 11g Administrator Certified Professional Oracle WebLogic Server 12c Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Infrastructure as a Service 2017 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Infrastructure as a Service 2017 Sales Specialist Sun Blade Servers Sales Specialist Sun Flash Storage Sales Specialist
	PreSales	<ul style="list-style-type: none"> Oracle Application Grid PreSales Specialist Oracle E-Business Suite R12.1 Financial Management PreSales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle Big Data 2017 Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> MySQL Sales Specialist Test Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database 12c Sales Specialist Oracle Database Appliance 2016 Sales Specialist Oracle Database Cloud Services 2017 Sales Specialist Oracle Security and Systems Management - Partner Sales Immersion 2018
	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11 Sales Specialist Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Hyperion Planning Sales Specialist
	Support	<ul style="list-style-type: none"> Exalogic Elastic Cloud Support Specialist (v3.1) Oracle Exalytics In-Memory Machine Support Specialist (v3.1)
	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11 PreSales Specialist
	PreSales	<ul style="list-style-type: none"> Oracle Database 12c PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Database 12c Sales Specialist Oracle Database Cloud Services 2017 Sales Specialist
	Implementation	<ul style="list-style-type: none"> Solaris 11 Installation and Configuration Certified Implementation Specialist
	Cloud Service Specialist	<ul style="list-style-type: none"> Oracle Enterprise Performance Reporting 2016 Cloud Service Specialist Oracle Planning and Budgeting Cloud Service Specialist
	Implementation	<ul style="list-style-type: none"> Oracle Essbase 11 Certified Implementation Specialist Oracle Hyperion Planning 11 Certified Implementation Specialist

Name	Job Role	Offering/Certificate Name
[REDACTED]	Sales	<ul style="list-style-type: none"> • Cloud Application Foundation Sales Specialist • Oracle OEM 12c Sales Specialist • Oracle Exalytics In-Memory Machine 2014 Sales Specialist • Oracle FS1 Series Systems Sales Specialist • Oracle Hyperion Planning Sales Specialist • Oracle Linux 6 Sales Specialist • Oracle VM 3 Sales Specialist • Oracle ZFS Storage 2016 Sales Specialist • PeopleSoft 9.1 Financial Management Sales Specialist
[REDACTED]	Support	<ul style="list-style-type: none"> • Demantra Support Specialist • Digital Media Solutions Support Specialist • Empirica Support Specialist • Enterprise Communications Support Specialist • Exadata Database Machine Support Specialist • Exalogic Elastic Cloud Support Specialist • Exalogic Elastic Cloud Support Specialist (v3.1) • Exalogic Elastic Cloud X2-2 Support Specialist • Fujitsu SPARC Servers Support Specialist • Hyperion (Performance Management Applications) Support Specialist • Instantis Enterprise Track Support Specialist • Instantis Enterprise Track Cloud Service Support Specialist • JD Edwards EnterpriseOne Configurable Network Computing 9.2 Support Specialist • JD Edwards EnterpriseOne Distribution 9.2 Support Specialist • JD Edwards EnterpriseOne Financial Management 9.2 Support Specialist • Network Session Delivery and Control Infrastructure Specialization Support Specialist • Oracle OAM Plus 11g Support Specialist • Oracle Application Development Cloud Platform Support Specialist • Oracle ADF 12c Support Specialist • Oracle Application Grid 11g Support Specialist • Oracle Application Integration Architecture 11g Support Specialist • Oracle Argus Cloud Service Solutions Support Specialist • Oracle Argus EE 8 Support Specialist • Oracle Argus Safety Suite Applications Support Specialist • Oracle Big Data Support Specialist • Oracle BI Foundation Suite 11g Support Specialist • Oracle BPM Suite 12c Support Specialist • Oracle Clinical & Oracle Remote Data Capture Support Specialist • Oracle Cloud Application Foundation Support Specialist • Oracle Commerce Support Specialist • Oracle Commerce 11 Support Specialist • Oracle Communications Billing and Revenue Management 7 Essential Support Specialist • Oracle Communications BRM 7 Support Specialist • Oracle Communications Hyperconnected Enterprise Support Specialist • Oracle Communications Order and Service Management 7 Support Specialist • Oracle Communications Order and Service Management Server 7 Essential Support Specialist • Oracle Communications Unified Communications Suite Support Specialist • Oracle Communications Virtualized Core Network Systems Support Specialist • Oracle CRM OnDemand Support Specialist • Oracle Customer Hub and Oracle Data Quality Support Specialist • Oracle Data Integrator 12c Support Specialist • Oracle Database 12c Support Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Oracle Database Appliance Specialization Support Specialist • Oracle Database Performance and Tuning Support Specialist • Oracle Demand Management (Demantra) 7.3 Support Specialist • Oracle Eloqua Marketing Cloud Service Support Specialist • Oracle Eloqua Marketing Cloud Service Specialization Support Specialist • Oracle Endeca Information Discovery 3.1 Support Specialist • Oracle OEM 12c Support Specialist • Oracle Enterprise Taxation Management 2 Support Specialist • Oracle Essbase 11 Support Specialist • Oracle Exadata Database Machine Support Specialist • Oracle Exalytics In-Memory Machine Support Specialist • Oracle Exalytics In-Memory Machine Support Specialist (v3.1) • Oracle GoldenGate 12c Support Specialist • Oracle GRC: Oracle Fusion GRC Solutions Support Specialist • Oracle Health Information Exchange Applications Support Specialist • Oracle Health Sciences ClearTrial Cloud Service Support Specialist • Oracle Health Sciences Empirica Cloud Service Applications Support Specialist • Oracle Health Sciences Life Sciences Warehouse Applications Support Specialist • Oracle Healthcare Foundation Support Specialist • Oracle Hyperion Data Relationship Management 11.1.2 Support Specialist • Oracle Hyperion Financial Management 11 Support Specialist • Oracle Hyperion Planning 11 Support Specialist • Oracle Identity Governance Suite 11g Support Specialist • Oracle Infrastructure as a Service Support Specialist • Oracle Insurance Policy Administration 9 Support Specialist • Oracle Life Sciences Data Hub 2 Support Specialist • Oracle Linux 6 Support Specialist • Oracle Mobile Cloud Service Support Specialist • Oracle Mobile Development Support Specialist • Oracle Monetization Cloud Support Specialist • Primavera Support Specialist • Primavera Cloud Service Support Specialist • Oracle Prime Projects Cloud Service Support Specialist • Oracle Private Cloud Appliance Support Specialist • Oracle RAC 12c Support Specialist • Oracle Responsys Marketing Platform Cloud Service Program Support Specialist • Oracle Retail Merchandise Planning and Optimization 13.3 Support Specialist • Oracle Retail Point-of-Service 13.4 Support Specialist • Oracle Retail Pricing 13.2 Support Specialist • Oracle Retail Store Inventory Management 13.2 Support Specialist • Oracle Siebel Clinical Trial Management System Support Specialist • Oracle SOA Suite 12c Support Specialist • Oracle Social Relationship Management Support Specialist • Solaris 11 Support Specialist • Oracle Spatial 11g Support Specialist • Oracle Utilities Customer Care and Billing 2 Support Specialist • Oracle Utilities Meter Data Management 2 Support Specialist • Oracle Utilities Mobile Workforce Management 2 Support Specialist • Oracle Utilities Smart Grid Gateway 2 Support Specialist • Oracle Virtual Networking Support Specialist • Oracle VM 3 Support Specialist • Oracle WebCenter Content 11g Support Specialist • Oracle WebCenter Portal 11g Support Specialist • Oracle WebCenter Sites 11g Support Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Oracle WebLogic Server 12c Support Specialist • Oracle ZFS Storage Support Specialist • Primavera P6 EPPM 8 Support Specialist • Primavera Portfolio Management 9 Support Specialist • Primavera Unifier Support Specialist • Primavera Unifier Cloud Service Support Specialist • Project Lifecycle Management Support Specialist • Siebel Support Specialist • Siebel CRM 8 Support Specialist • SPARC M-Series Servers Specialization Support Specialist • SPARC SuperCluster Support Specialist • SPARC T-Series Servers Specialization Support Specialist • SPARC T4-Based Servers Support Specialist • StorageTek Tape Libraries Support Specialist • Zero Data Loss Recovery Appliance Support Specialist
	PreSales	<ul style="list-style-type: none"> • Sun SPARC Enterprise Entry-Level/Midrange/ High-End M-Series Servers PreSales Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Infrastructure Solution 2018 Sales Specialist • Oracle FS1 Series Systems Sales Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle Linux 6 Certified Implementation Specialist • Oracle WebCenter Portal 11g Certified Implementation Specialist • Oracle WebCenter Sites 11g Certified Implementation Specialist • Oracle WebLogic Server 12c Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> • Oracle Linux 6 PreSales Specialist • Oracle WebCenter 11g Portal PreSales Specialist • Oracle WebCenter Content 11g PreSales Specialist • Oracle WebLogic Server 12c PreSales Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Linux 6 Sales Specialist • Oracle WebCenter Content 11g Sales Specialist • Oracle WebCenter Portal 11g Sales Specialist • Oracle WebLogic Server 12c Sales Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle OEM 12c Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database 12c Sales Specialist • Oracle RAC 12c Sales Specialist • Oracle Security and Systems Management - Partner Sales Immersion 2018
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018
	PreSales	<ul style="list-style-type: none"> • Oracle E-Business Suite R12.1 Financial Management PreSales Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle Autonomous Database Cloud 2019 Certified Specialist • Oracle BI Foundation Suite 11g Certified Implementation Specialist • StorageTek Tape Libraries Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> • Infrastructure as a Service 2017 PreSales Specialist • Oracle Database 12c PreSales Specialist • Oracle Exalytics In-Memory Machine 2014 PreSales Specialist • Oracle FS1 Series Systems PreSales Specialist • Oracle RAC 12c PreSales Specialist
	Sales	<ul style="list-style-type: none"> • Autonomous Database for Sales Specialist • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database 12c Sales Specialist • Oracle Exalogic Elastic Cloud 2014 Sales Specialist • Oracle Security and Systems Management - Partner Sales Immersion 2018 • SPARC-Based Servers 2014 Sales Specialist
	Architect	<ul style="list-style-type: none"> • Oracle Cloud Infrastructure 2018 Certified Architect Associate

Name	Job Role	Offering/Certificate Name
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle RightNow Cloud Service 2016 Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Oracle RightNow CX Cloud Service PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle RightNow CX Cloud Service Sales Specialist
	Support	<ul style="list-style-type: none"> Oracle RightNow Cloud Service Specialization - Oracle RightNow Cloud Service 2016 Support Specialist Oracle Service Cloud - Oracle RightNow Cloud Service 2016 Support Specialist
[REDACTED]	Architect	<ul style="list-style-type: none"> Oracle Cloud Infrastructure 2018 Certified Architect Associate
	Implementation	<ul style="list-style-type: none"> Oracle WebCenter Sites 11g Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Oracle Cloud Infrastructure Solution 2018 PreSales Specialist Oracle WebCenter Content 11g PreSales Specialist Oracle WebCenter Sites 11g PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Infrastructure Solution 2018 Sales Specialist Oracle WebCenter Content 11g Sales Specialist Oracle WebCenter Sites 11g Sales Specialist
[REDACTED]	Industry	<ul style="list-style-type: none"> Education & Research 2016 Industry Specialist
	PreSales	<ul style="list-style-type: none"> Exalogic Elastic Cloud X2-2 PreSales Specialist Oracle Hyperion Planning PreSales Specialist SPARC-Based Servers 2014 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Autonomous Database for Sales Specialist Digital Media Solutions 2016 Sales Specialist Infrastructure as a Service 2017 Sales Specialist Master Data Management (MDM) Sales Specialist for ReSellers Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database 12c Sales Specialist Oracle Database Appliance 2016 Sales Specialist Oracle Database Backup and Disaster Recovery 2016 Sales Specialist Oracle Database Cloud Services 2017 Sales Specialist Oracle Eloqua Marketing Cloud Service 2017 Sales Specialist Oracle FS1 Series Systems Sales Specialist Oracle Healthcare Transaction Base 6 Sales Specialist Oracle RightNow CX Cloud Service Sales Specialist Oracle Security and Systems Management - Partner Sales Immersion 2018 Oracle Social Relationship Management Sales Specialist Oracle ZFS Storage 2016 Sales Specialist Sun Blade Servers Sales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Cloud Application Foundation Sales Specialist Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database 12c Sales Specialist Oracle OEM 12c Sales Specialist Oracle Exalytics In-Memory Machine 2014 Sales Specialist Oracle FS1 Series Systems Sales Specialist Oracle Linux 6 Sales Specialist Oracle VM 3 Sales Specialist Oracle ZFS Storage 2016 Sales Specialist PeopleSoft 9.1 Financial Management Sales Specialist
[REDACTED]	Industry	<ul style="list-style-type: none"> Education & Research 2016 Industry Specialist
	Sales	<ul style="list-style-type: none"> Infrastructure as a Service 2017 Sales Specialist Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database Cloud Services 2017 Sales Specialist Oracle Security and Systems Management - Partner Sales Immersion 2018
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle FS1 Series Systems Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Hyperion Planning 11 Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> Infrastructure as a Service 2017 Sales Specialist

Name	Job Role	Offering/Certificate Name
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Application Grid Sales Specialist Oracle Database 12c Sales Specialist Oracle Database Backup and Disaster Recovery 2016 Sales Specialist Oracle Database Cloud Services 2017 Sales Specialist Oracle Essbase Sales Specialist Oracle RightNow CX Cloud Service Sales Specialist
[REDACTED]	Architect	<ul style="list-style-type: none"> Oracle Cloud Infrastructure 2018 Certified Architect Associate
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Analytics Cloud 2018 Certified Associate
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database Cloud Services 2017 Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Exalogic Elastic Cloud X2-2 Certified Implementation Specialist Oracle Application Grid 11g Certified Implementation Specialist Oracle Database 11g Administrator Certified Professional Oracle Exadata Database Machine 2016 Certified Implementation Specialist Oracle Exalogic Elastic Cloud 2014 Certified Implementation Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist Oracle Data Integrator 12c Certified Implementation Specialist Oracle Database 12c Certified Implementation Specialist Oracle WebLogic Server 12c Certified Implementation Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle E-Business Suite 12 Financial Management Certified Implementation Specialist: Oracle General Ledger Oracle E-Business Suite 12 Supply Chain Certified Implementation Specialist: Oracle Inventory
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database 12c Sales Specialist Oracle Database Appliance 2016 Sales Specialist Oracle Database Backup and Disaster Recovery 2016 Sales Specialist Oracle Database Cloud Services 2017 Sales Specialist Oracle Linux 6 Sales Specialist Oracle Private Cloud Appliance 2017 Sales Specialist Oracle Spatial 11g Sales Specialist Oracle ZFS Storage 2016 Sales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> PeopleSoft PeopleTools 8.51 Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Data Integrator 12c Certified Implementation Specialist
[REDACTED]	Architect	<ul style="list-style-type: none"> Oracle Cloud Infrastructure 2018 Certified Architect Associate
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Database 12c Certified Implementation Specialist Oracle OEM 12c Certified Implementation Specialist Oracle RAC 12c Certified Implementation Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database 12c Sales Specialist Oracle Security and Systems Management - Partner Sales Immersion 2018
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Database 12c Sales Specialist Oracle Database Appliance 2016 Sales Specialist Oracle Database Cloud Services 2017 Sales Specialist Oracle FS1 Series Systems Sales Specialist Oracle Private Cloud Appliance 2017 Sales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Enterprise Planning and Budgeting Cloud Service 2017 Certified Implementation Specialist Oracle Essbase 11 Certified Implementation Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database Cloud Services 2017 Sales Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> Oracle Database Appliance 2016 PreSales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle FS1 Series Systems Sales Specialist

Name	Job Role	Offering/Certificate Name
[REDACTED]	Sales	<ul style="list-style-type: none"> • Siebel CRM 8.1.1 Sales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database 12c Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> • Oracle OEM 12c Certified Implementation Specialist • Oracle VM 3.0 for x86 Certified Implementation Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> • Oracle Database Appliance 2016 PreSales Specialist • Oracle GoldenGate 12c PreSales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> • Oracle GoldenGate 12c Sales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018
[REDACTED]	PreSales	<ul style="list-style-type: none"> • Oracle Exadata Database Machine 2017 PreSales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> • Oracle Exadata Database Machine 2017 Sales Specialist
[REDACTED]	Cloud Service Specialist	<ul style="list-style-type: none"> • Oracle Enterprise Performance Reporting 2016 Cloud Service Specialist • Oracle Planning and Budgeting Cloud Service Specialist
[REDACTED]	Industry	<ul style="list-style-type: none"> • Utilities Industry Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> • Oracle x86 Systems PreSales Specialist • Digital Media Solutions 2016 PreSales Specialist • Documaker EE & Documaker Mobile PreSales Specialist • Oracle OAM Plus 11g PreSales Specialist • Oracle Analytics Cloud 2018 PreSales Specialist • Oracle Big Data 2017 PreSales Specialist • Oracle BPM Suite 12c PreSales Specialist • Oracle Clinical Remote Data Capture Thesaurus Management 5 PreSales Specialist • Oracle Communications Subscriber Data Management PreSales Specialist • Oracle CRM OnDemand 16 PreSales Specialist • Oracle Data Integrator 12c PreSales Specialist • Oracle Database Backup and Disaster Recovery 2016 PreSales Specialist • Oracle Database Performance and Tuning PreSales Specialist • Oracle E-Business Suite R12.1 SCM PreSales Specialist • Oracle OEM 12c PreSales Specialist • Oracle Essbase PreSales Specialist • Oracle Exalytics In-Memory Machine 2014 PreSales Specialist • Oracle Financial Services Lending and Leasing PreSales Specialist • Oracle Fusion Governance, Risk, and Compliance 11g: Advanced Controls PreSales Specialist • Oracle HCM Cloud 2017 PreSales Specialist • Oracle Health Sciences ClearTrial Cloud Service 5 PreSales Specialist • Oracle Health Sciences Empirica Signal 8 PreSales Specialist • Oracle HCM Midsize Cloud 2016 PreSales Specialist • Oracle Instantis Enterprise Track PreSales Specialist • Oracle Insurance Policy Administration PreSales Specialist • Oracle Linux 6 PreSales Specialist • Oracle Private Cloud Appliance 2017 PreSales Specialist • Oracle RightNow CX Cloud Service PreSales Specialist • Oracle Social Relationship Management PreSales Specialist • Solaris 11 PreSales Specialist • Solaris PreSales Specialist • Oracle StorageTek Tape Libraries PreSales Specialist • Oracle Utilities Customer Care and Billing 2 PreSales Specialist • Oracle Utilities Mobile Workforce Management 2 PreSales Specialist • Oracle Virtual Networking - PreSales Specialist • Oracle VM 3 PreSales Specialist • Oracle WebCenter 11g Portal PreSales Specialist • Oracle WebCenter Content 11g PreSales Specialist • Oracle WebLogic Server 12c PreSales Specialist • Oracle ZFS Storage 2016 PreSales Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • PeopleSoft 9.1 Financial Management PreSales Specialist • Primavera P6 Enterprise Project Portfolio Management 8 PreSales Specialist • Primavera Unifier PreSales Specialist • Siebel CRM 8.1.1 PreSales Specialist • SPARC Servers 2016 PreSales Specialist • SPARC-Based Servers 2014 PreSales Specialist • Sun Flash Storage PreSales Specialist
	Sales	<ul style="list-style-type: none"> • Product Essentials for Sales 2015 - Oracle x86 Servers • Digital Media Solutions 2016 Sales Specialist • Documaker EE & Documaker Mobile Sales Specialist • Master Data Management (MDM) Sales Specialist for ReSellers • Oracle OAM Plus 11g Sales Specialist • Oracle Analytics Cloud 2018 Sales Specialist • Oracle ADF 12c Sales Specialist • Oracle Application Grid Sales Specialist • Oracle Big Data 2017 Sales Specialist • Oracle Big Data Solutions Sales, Post Assessment • Oracle BI Foundation Suite 11 Sales Specialist • Oracle BPM Suite 12c Sales Specialist • Oracle Clinical Remote Data Capture Thesaurus Management 5 Sales Specialist • Oracle Communications Subscriber Data Management Sales Specialist • Oracle CRM OnDemand 16 Sales Specialist • Oracle Data Integrator 12c Sales Specialist • Oracle Database Backup and Disaster Recovery 2016 Sales Specialist • Oracle Database Performance and Tuning Sales Specialist • Oracle E-Business Suite R12.1 Financial Management Sales Specialist • Oracle E-Business Suite R12.1 SCM Sales Specialist • Oracle OEM 12c Sales Specialist • Oracle Essbase Sales Specialist • Oracle Exalytics In-Memory Machine 2014 Sales Specialist • Oracle Financial Services Lending and Leasing Sales Specialist • Oracle FS1 Series Systems Sales Specialist • Oracle Fusion Governance, Risk, and Compliance: Advanced Controls 2014 Sales Specialist • Oracle Health Sciences ClearTrial Cloud Service 5 Sales Specialist • Oracle Health Sciences Cloud Service Solutions Sales Specialist • Oracle Health Sciences Empirica Signal 8 Sales Specialist • Oracle Hyperion Planning Sales Specialist • Oracle Instantis Enterprise Track Sales Specialist • Oracle Insurance Policy Administration Sales Specialist • Oracle Private Cloud Appliance 2017 Sales Specialist • Oracle RightNow CX Cloud Service Sales Specialist • Oracle Social Relationship Management Sales Specialist • Solaris 11 Sales Specialist • Solaris Sales Specialist • Oracle StorageTek Tape Libraries Sales Specialist • Oracle Utilities Customer Care and Billing 2 Sales Specialist • Oracle Utilities Mobile Workforce Management 2 Sales Specialist • Oracle Virtual Networking - Sales Specialist • Oracle VM 3 Sales Specialist • Oracle WebCenter Content 11g Sales Specialist • Oracle WebCenter Portal 11g Sales Specialist • Oracle WebLogic Server 12c Sales Specialist • Oracle ZFS Storage 2016 Sales Specialist • PeopleSoft 9.1 Financial Management Sales Specialist • Primavera P6 Enterprise Project Portfolio Management 8 Sales Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Primavera Unifier Sales Specialist • Siebel CRM 8.1.1 Sales Specialist • SPARC Servers 2016 Sales Specialist • SPARC-Based Servers 2014 Sales Specialist
	Support	<ul style="list-style-type: none"> • Demantra Support Specialist • Digital Media Solutions Support Specialist • Empirica Support Specialist • Enterprise Communications Support Specialist • Exadata Database Machine Support Specialist • Exalogic Elastic Cloud Support Specialist • Exalogic Elastic Cloud Support Specialist (v3.1) • Exalogic Elastic Cloud X2-2 Support Specialist • Fujitsu SPARC Servers Support Specialist • Hyperion (Performance Management Applications) Support Specialist • Instantis Enterprise Track Support Specialist • Instantis Enterprise Track Cloud Service Support Specialist • JD Edwards EnterpriseOne Configurable Network Computing 9.2 Support Specialist • JD Edwards EnterpriseOne Distribution 9.2 Support Specialist • JD Edwards EnterpriseOne Financial Management 9.2 Support Specialist • MySQL 5 - Cloud Support Specialist • Network Session Delivery and Control Infrastructure Specialization Support Specialist • Oracle OAM Plus 11g Support Specialist • Oracle Application Development Cloud Platform Support Specialist • Oracle Application Development Cloud Platform - Cloud Support Specialist • Oracle ADF 12c Support Specialist • Oracle Application Grid 11g Support Specialist • Oracle Application Integration Architecture 11g Support Specialist • Oracle Application Integration Cloud Platform - Cloud Support Specialist • Oracle Argus Cloud Service Solutions Support Specialist • Oracle Argus EE 8 Support Specialist • Oracle Argus Safety Suite Applications Support Specialist • Oracle Autonomous Database - Cloud Support Specialist • Oracle Big Data Support Specialist • Oracle Big Data Cloud Platform - Cloud Support Specialist • Oracle Business Analytics Cloud Platform - Cloud Support Specialist • Oracle BI Foundation Suite 11g Support Specialist • Oracle BPM Suite 12c Support Specialist • Oracle Clinical & Oracle Remote Data Capture Support Specialist • Oracle Cloud Application Foundation Support Specialist • Oracle Cloud Infrastructure (OCI) - Cloud Support Specialist • Oracle Commerce Support Specialist • Oracle Commerce 11 Support Specialist • Oracle Communications Billing and Revenue Management 7 Essential Support Specialist • Oracle Communications BRM 7 Support Specialist • Oracle Communications Hyperconnected Enterprise Support Specialist • Oracle Communications Order and Service Management 7 Support Specialist • Oracle Communications Order and Service Management Server 7 Essential Support Specialist • Oracle Communications Unified Communications Suite Support Specialist • Oracle Communications Virtualized Core Network Systems Support Specialist • Oracle Content and Experience Cloud Platform - Cloud Support Specialist • Oracle CPQ Cloud - Cloud Support Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Oracle CPQ Cloud Service - Cloud Support Specialist • Oracle CRM OnDemand Support Specialist • Oracle Customer Hub and Oracle Data Quality Support Specialist • Oracle Data Integration Cloud Platform - Cloud Support Specialist • Oracle Data Integrator 12c Support Specialist • Oracle Data Management Cloud Platform - Cloud Support Specialist • Oracle Database 12c Support Specialist • Oracle Database Appliance Specialization Support Specialist • Oracle Database Performance and Tuning Support Specialist • Oracle Demand Management (Demantra) 7.3 Support Specialist • Oracle Eloqua Marketing Cloud Service Support Specialist • Oracle Eloqua Marketing Cloud Service - Cloud Support Specialist • Oracle Eloqua Marketing Cloud Service Specialization Support Specialist • Oracle Eloqua Marketing Cloud Service Specialization - Cloud Support Specialist • Oracle Endeca Information Discovery 3.1 Support Specialist • Oracle Engagement Cloud - Cloud Support Specialist • Oracle Engagement Cloud Specialization - Cloud Support Specialist • Oracle OEM 12c Support Specialist • Oracle Enterprise Performance Management Cloud - Cloud Support Specialist • Oracle Enterprise Performance Reporting Cloud Service Specialization - Cloud Support Specialist • Oracle Enterprise Taxation Management 2 Support Specialist • Oracle EPM Cloud Service Resell - Cloud Support Specialist • Oracle Essbase 11 Support Specialist • Oracle Exadata Database Machine Support Specialist • Oracle Exalytics In-Memory Machine Support Specialist • Oracle Exalytics In-Memory Machine Support Specialist (v3.1) • Oracle Field Service Cloud Service - Oracle Field Service Cloud Service 2016 Support Specialist • Oracle Financial Consolidation and Close Cloud Service Specialization - Cloud Support Specialist • Oracle Financials Cloud - Cloud Support Specialist • Oracle Global HRCloud - Cloud Support Specialist • Oracle GoldenGate 12c Support Specialist • Oracle GRC: Oracle Fusion GRC Solutions Support Specialist • Oracle HCM Cloud - Cloud Support Specialist • Oracle Health Information Exchange Applications Support Specialist • Oracle Health Sciences ClearTrial Cloud Service Support Specialist • Oracle Health Sciences Empirica Cloud Service Applications Support Specialist • Oracle Health Sciences Life Sciences Warehouse Applications Support Specialist • Oracle Healthcare Foundation Support Specialist • Oracle Hyperion Data Relationship Management 11.1.2 Support Specialist • Oracle Hyperion Financial Management 11 Support Specialist • Oracle Hyperion Planning 11 Support Specialist • Oracle Identity Governance Suite 11g Support Specialist • Oracle Infinity - Cloud Support Specialist • Oracle Infinity Webtrends Cloud Service Specialization - Cloud Support Specialist • Oracle Infrastructure as a Service Support Specialist • Oracle Infrastructure as a Service - Cloud Support Specialist • Oracle Insurance Policy Administration 9 Support Specialist • Oracle Inventory Management Cloud Service Specialization - Cloud Support Specialist • Oracle Life Sciences Data Hub 2 Support Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Oracle Linux 6 Support Specialist • Oracle Live Experience Cloud Resell - Cloud Support Specialist • Oracle Management Cloud - Cloud Support Specialist • Oracle Manufacturing Cloud Service Specialization - Cloud Support Specialist • Oracle Maxymiser Testing and Optimization Cloud Service - Cloud Support Specialist • Oracle Mobile Cloud Service Support Specialist • Oracle Mobile Cloud Service - Cloud Support Specialist • Oracle Mobile Development Support Specialist • Oracle Monetization Cloud Support Specialist • Oracle Monetization Cloud Specialization - Cloud Support Specialist • Oracle Order Management Cloud Service Specialization - Cloud Support Specialist • Oracle Planning Cloud Service Specialization - Cloud Support Specialist • Primavera Support Specialist • Primavera Cloud Service Support Specialist • Oracle Prime Projects Cloud Service Support Specialist • Oracle Private Cloud Appliance Support Specialist • Oracle Procurement Cloud - Cloud Support Specialist • Oracle Procurement Cloud Specialization - Cloud Support Specialist • Oracle Product Lifecycle Management Cloud Service Specialization - Cloud Support Specialist • Oracle Profitability and Cost Management Cloud Service Specialization - Cloud Support Specialist • Oracle Project Portfolio Management Cloud - Cloud Support Specialist • Oracle Project Portfolio Management Cloud Specialization - Cloud Support Specialist • Oracle RAC 12c Support Specialist • Oracle Responsys Marketing Platform Cloud Service Program Support Specialist • Oracle Responsys Marketing Platform Cloud Service Program - Cloud Support Specialist • Oracle Retail Merchandise Planning and Optimization 13.3 Support Specialist • Oracle Retail Point-of-Service 13.4 Support Specialist • Oracle Retail Pricing 13.2 Support Specialist • Oracle Retail Store Inventory Management 13.2 Support Specialist • Oracle Risk Management Cloud - Cloud Support Specialist • Oracle Risk Management Cloud Service Specialization - Cloud Support Specialist • Oracle Security Cloud Platform - Cloud Support Specialist • Oracle Siebel Clinical Trial Management System Support Specialist • Oracle SOA Suite 12c Support Specialist • Oracle Social Relationship Management Support Specialist • Solaris 11 Support Specialist • Oracle Spatial 11g Support Specialist • Oracle SCM Cloud - Cloud Support Specialist • Oracle SCM Cloud Specialization - Cloud Support Specialist • Oracle Supply Chain Planning Cloud - Cloud Support Specialist • Oracle Talent Management Cloud - Cloud Support Specialist • Oracle Transportation Management Cloud - Cloud Support Specialist • Oracle Utilities Customer Care and Billing 2 Support Specialist • Oracle Utilities Meter Data Management 2 Support Specialist • Oracle Utilities Mobile Workforce Management 2 Support Specialist • Oracle Utilities Smart Grid Gateway 2 Support Specialist • Oracle Virtual Networking Support Specialist • Oracle VM 3 Support Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Oracle Warehouse Management Cloud Service - Cloud Support Specialist • Oracle WebCenter Content 11g Support Specialist • Oracle WebCenter Portal 11g Support Specialist • Oracle WebCenter Sites 11g Support Specialist • Oracle WebLogic Server 12c Support Specialist • Oracle Workforce Management Cloud - Cloud Support Specialist • Oracle Workforce Rewards Cloud - Cloud Support Specialist • Oracle ZFS Storage Support Specialist • PeopleSoft Support Specialist • PeopleSoft 9.1 Financial Management Support Specialist • PeopleSoft 9.1 HCM Support Specialist • PeopleSoft PeopleTools 8.5x Support Specialist • Primavera P6 EPPM 8 Support Specialist • Primavera Portfolio Management 9 Support Specialist • Primavera Unifier Support Specialist • Primavera Unifier Cloud Service Support Specialist • Project Lifecycle Management Support Specialist • Siebel Support Specialist • Siebel CRM 8 Support Specialist • SPARC M-Series Servers Specialization Support Specialist • SPARC SuperCluster Support Specialist • SPARC T-Series Servers Specialization Support Specialist • SPARC T4-Based Servers Support Specialist • StorageTek Tape Libraries Support Specialist • Zero Data Loss Recovery Appliance Support Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle FS1 Series Systems Sales Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle BI Foundation Suite 11g Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database 12c Sales Specialist • Oracle Security and Systems Management - Partner Sales Immersion 2018
	Implementation	<ul style="list-style-type: none"> • Oracle OEM 12c Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018
	Implementation	<ul style="list-style-type: none"> • PTS: Procurement Cloud Implementation Workshop • PTS: Sales Cloud Implementation Workshop
	PreSales	<ul style="list-style-type: none"> • Oracle ADF 12c PreSales Specialist • Oracle BPM Suite 12c PreSales Specialist • Oracle Identity Governance Suite 11gPS3 PreSales Specialist • Oracle SOA Suite 12c PreSales Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle Database Appliance 2016 Installation and Configuration Specialist • Solaris 11 Installation and Configuration Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> • Cloud Application Foundation Sales Specialist • Oracle Database 12c Sales Specialist • Oracle FS1 Series Systems Sales Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle BI Foundation Suite 11g Certified Implementation Specialist • Oracle Data Integrator 12c Certified Implementation Specialist • Oracle WebLogic Server 12c Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle FS1 Series Systems Sales Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database Appliance 2016 Sales Specialist • Oracle Database Cloud Services 2017 Sales Specialist • Oracle FS1 Series Systems Sales Specialist • Oracle Private Cloud Appliance 2017 Sales Specialist
	PreSales	<ul style="list-style-type: none"> • Infrastructure as a Service 2017 PreSales Specialist

Name	Job Role	Offering/Certificate Name
	Sales	<ul style="list-style-type: none"> Oracle Security and Systems Management - Partner Sales Immersion 2018
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Database 12c Sales Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> Sun SPARC Enterprise Entry-Level/Midrange/ High-End M-Series Servers PreSales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Sun SPARC Enterprise Entry-Level/Midrange/High-End M-Series Servers Sales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle FS1 Series Systems Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle SOA Suite 12c Certified Implementation Specialist
[REDACTED]	Architect	<ul style="list-style-type: none"> Oracle Cloud Infrastructure 2018 Certified Architect Associate
[REDACTED]	Cloud Service Specialist	<ul style="list-style-type: none"> Oracle Enterprise Performance Reporting 2016 Cloud Service Specialist Oracle Planning and Budgeting Cloud Service Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Autonomous Database Cloud 2019 Certified Specialist
[REDACTED]	Industry	<ul style="list-style-type: none"> Utilities Industry Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> Documaker EE & Documaker Mobile PreSales Specialist Infrastructure as a Service 2017 PreSales Specialist Oracle OAM Plus 11g PreSales Specialist Oracle Application Grid PreSales Specialist Oracle BPM Suite 12c PreSales Specialist Oracle Data Integrator 12c PreSales Specialist Oracle Database Cloud Services 2017 PreSales Specialist Oracle Database Performance and Tuning PreSales Specialist Oracle OEM 12c PreSales Specialist Oracle Essbase PreSales Specialist Oracle Financial Services Lending and Leasing PreSales Specialist Oracle Fusion Governance, Risk, and Compliance 11g: Advanced Controls PreSales Specialist Oracle HCM Cloud 2017 PreSales Specialist Oracle Health Sciences ClearTrial Cloud Service 5 PreSales Specialist Oracle HCM Midsize Cloud 2016 PreSales Specialist Oracle Instantis Enterprise Track PreSales Specialist Oracle Insurance Policy Administration PreSales Specialist Oracle RightNow CX Cloud Service PreSales Specialist Solaris 11 PreSales Specialist Oracle Utilities Mobile Workforce Management 2 PreSales Specialist Oracle WebCenter 11g Portal PreSales Specialist Oracle WebCenter Content 11g PreSales Specialist Primavera Unifier PreSales Specialist Siebel CRM 8.1.1 PreSales Specialist SPARC Servers 2016 PreSales Specialist SPARC-Based Servers 2014 PreSales Specialist Sun Blade Servers PreSales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Product Essentials for Sales 2015 - Oracle x86 Servers Documaker EE & Documaker Mobile Sales Specialist Exalogic Elastic Cloud X2-2 Sales Specialist Infrastructure as a Service 2017 Sales Specialist Master Data Management (MDM) Sales Specialist for ReSellers Oracle Application Grid Sales Specialist Oracle Big Data Solutions Sales, Post Assessment Oracle BI Foundation Suite 11 Sales Specialist Oracle BPM Suite 12c Sales Specialist Oracle Clinical Remote Data Capture Thesaurus Management 5 Sales Specialist Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Data Integrator 12c Sales Specialist Oracle Database Backup and Disaster Recovery 2016 Sales Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Oracle Database Cloud Services 2017 Sales Specialist • Oracle Essbase Sales Specialist • Oracle Exalytics In-Memory Machine 2014 Sales Specialist • Oracle Financial Services Lending and Leasing Sales Specialist • Oracle Fusion Governance, Risk, and Compliance: Advanced Controls 2014 Sales Specialist • Oracle Health Sciences ClearTrial Cloud Service 5 Sales Specialist • Oracle Health Sciences Cloud Service Solutions Sales Specialist • Oracle Health Sciences Empirica Signal 8 Sales Specialist • Oracle Instantis Enterprise Track Sales Specialist • Oracle Insurance Policy Administration Sales Specialist • Oracle Private Cloud Appliance 2017 Sales Specialist • Solaris 11 Sales Specialist • Oracle Utilities Mobile Workforce Management 2 Sales Specialist • Oracle Virtual Networking - Sales Specialist • Oracle WebCenter Content 11g Sales Specialist • Oracle WebCenter Portal 11g Sales Specialist • Primavera Unifier Sales Specialist • SPARC Servers 2016 Sales Specialist • SPARC-Based Servers 2014 Sales Specialist • Sun Blade Servers Sales Specialist • Sun SPARC Enterprise Entry-Level/Midrange/High-End M-Series Servers Sales Specialist
	Sales	<ul style="list-style-type: none"> • Oracle FS1 Series Systems Sales Specialist • Oracle ZFS Storage 2016 Sales Specialist
	Sales	<ul style="list-style-type: none"> • Oracle FS1 Series Systems Sales Specialist
	Architect	<ul style="list-style-type: none"> • Oracle Cloud Infrastructure 2018 Certified Architect Associate
	Architect	<ul style="list-style-type: none"> • Oracle Cloud Infrastructure 2018 Certified Architect Associate
	Implementation	<ul style="list-style-type: none"> • Oracle Autonomous Database Cloud 2019 Certified Specialist • Oracle BI Foundation Suite 11g Certified Implementation Specialist • Oracle Data Integrator 12c Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> • Oracle E-Business Suite R12.1 Financial Management Sales Specialist • Oracle FS1 Series Systems Sales Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Database 12c Sales Specialist • Oracle Exalytics In-Memory Machine 2014 Sales Specialist • Oracle ZFS Storage 2016 Sales Specialist
	PreSales	<ul style="list-style-type: none"> • Sun SPARC Enterprise Entry-Level/Midrange/ High-End M-Series Servers PreSales Specialist
	Sales	<ul style="list-style-type: none"> • Oracle ZFS Storage 2016 Sales Specialist • Sun SPARC Enterprise Entry-Level/Midrange/High-End M-Series Servers Sales Specialist
	Cloud Service Specialist	<ul style="list-style-type: none"> • Oracle Industry Cloud Partner Overview Assessment (Archived)
	Implementation	<ul style="list-style-type: none"> • Oracle GoldenGate 12c Certified Implementation Specialist • Oracle GoldenGate 12c Certified Implementation Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle Database 11g Administrator Certified Professional • Oracle Exadata Database Machine and Cloud Service 2017 Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> • Oracle Exadata Database Machine 2017 PreSales Specialist
	PreSales	<ul style="list-style-type: none"> • Sun SPARC Enterprise Entry-Level/Midrange/ High-End M-Series Servers PreSales Specialist

Name	Job Role	Offering/Certificate Name
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Exadata Database Machine 2017 Sales Specialist Oracle FS1 Series Systems Sales Specialist Oracle ZFS Storage 2016 Sales Specialist SPARC-Based Servers 2014 Sales Specialist Sun Flash Storage Sales Specialist Sun SPARC Enterprise Entry-Level/Midrange/High-End M-Series Servers Sales Specialist
	Sales	<ul style="list-style-type: none"> Cloud Application Foundation Sales Specialist Oracle Database 12c Sales Specialist Oracle FS1 Series Systems Sales Specialist Oracle ZFS Storage 2016 Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist
	Architect	<ul style="list-style-type: none"> Oracle Cloud Infrastructure 2018 Certified Architect Associate
	Implementation	<ul style="list-style-type: none"> Oracle Database 11g Administrator Certified Professional Oracle Exadata Database Machine 2016 Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Oracle Exadata Database Machine 2017 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Exadata Database Machine 2017 Sales Specialist
	Architect	<ul style="list-style-type: none"> Oracle Cloud Infrastructure 2018 Certified Architect Associate
	Implementation	<ul style="list-style-type: none"> Oracle WebLogic Server 12c Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Private Cloud Appliance 2017 Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist Oracle Data Integrator 12c Certified Implementation Specialist
	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist Oracle Database 12c Certified Implementation Specialist
	Implementation	<ul style="list-style-type: none"> Oracle Application Development Cloud Platform 2016 Certified Implementation Specialist Oracle BPM Suite 12c Certified Implementation Specialist Oracle Cloud Application Foundation Certified Implementation Specialist Oracle Cloud Infrastructure Classic 2018 Certified Associate Architect Oracle Exalogic Elastic Cloud 2014 Certified Implementation Specialist Oracle Java Cloud Service Certified Associate Oracle SOA Suite 12c Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Infrastructure as a Service 2017 PreSales Specialist Oracle Exalogic Elastic Cloud 2014 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Exalogic Elastic Cloud 2014 Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle OAM Plus 11g Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database Appliance 2016 Sales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle Analytics Cloud 2018 Certified Associate Oracle BI Foundation Suite 11g Certified Implementation Specialist Oracle BI Foundation Suite 11g Certified Implementation Specialist Oracle Data Integrator 11g Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Oracle Analytics Cloud 2018 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Analytics Cloud 2018 Sales Specialist
	PreSales	<ul style="list-style-type: none"> Oracle Hyperion Financial Management 11.1.1 PreSales Specialist Oracle Hyperion Planning PreSales Specialist PeopleSoft 9.1 Financial Management PreSales Specialist PeopleSoft 9.1 HCM PreSales Specialist
	Implementation	<ul style="list-style-type: none"> Oracle Database 11g Administrator Certified Associate
	Sales	<ul style="list-style-type: none"> Oracle OEM 12c Sales Specialist Oracle FS1 Series Systems Sales Specialist Oracle ZFS Storage 2016 Sales Specialist

Name	Job Role	Offering/Certificate Name
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle WebCenter Content 11g Certified Implementation Specialist Oracle WebCenter Portal 11g Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Infrastructure as a Service 2017 PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Security and Systems Management - Partner Sales Immersion 2018
[REDACTED]	Industry	<ul style="list-style-type: none"> Education & Research 2016 Industry Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database Appliance 2016 Sales Specialist Oracle Database Cloud Services 2017 Sales Specialist Oracle Security and Systems Management - Partner Sales Immersion 2018
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Autonomous Database Cloud 2019 Certified Specialist Oracle BI Foundation Suite 11g Certified Implementation Specialist Oracle Cloud Platform Big Data Management 2018 Certified Associate Oracle Policy Automation 10 Certified Implementation Specialists Oracle WebLogic Server 12c Certified Implementation Specialist
[REDACTED]	Industry	<ul style="list-style-type: none"> Utilities Industry Specialist
	PreSales	<ul style="list-style-type: none"> Oracle StorageTek Tape Libraries PreSales Specialist Oracle Utilities Customer Care and Billing 2 PreSales Specialist Oracle VM 3 PreSales Specialist Oracle ZFS Storage 2016 PreSales Specialist PeopleSoft 9.1 Financial Management PreSales Specialist
	Sales	<ul style="list-style-type: none"> Exalogic Elastic Cloud X2-2 Sales Specialist Oracle Big Data 2017 Sales Specialist Oracle Cloud Story - Partner Sales Immersion 2018 Oracle CRM OnDemand 16 Sales Specialist Oracle E-Business Suite R12.1 Financial Management Sales Specialist Oracle Hyperion Planning Sales Specialist Solaris Sales Specialist Oracle StorageTek Tape Libraries Sales Specialist Oracle Utilities Customer Care and Billing 2 Sales Specialist Oracle VM 3 Sales Specialist Oracle ZFS Storage 2016 Sales Specialist PeopleSoft 9.1 Financial Management Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle OAM Plus 11g Certified Implementation Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Application Development Cloud Platform 2016 Sales Specialist Oracle Database 12c Sales Specialist Oracle Database Appliance 2016 Sales Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> Oracle WebLogic Server 12c PreSales Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> Exalogic Elastic Cloud X2-2 PreSales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle FS1 Series Systems Sales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database Cloud Services 2017 Sales Specialist Oracle FS1 Series Systems Sales Specialist Oracle Security and Systems Management - Partner Sales Immersion 2018
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle PPM Cloud 2016 Sales Specialist Oracle Procurement Cloud 2016 Sales Specialist Oracle RightNow CX Cloud Service Sales Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> Oracle Hyperion Planning PreSales Specialist
	Sales	<ul style="list-style-type: none"> Oracle Cloud Infrastructure Solution 2018 Sales Specialist Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database Cloud Services 2017 Sales Specialist Oracle RightNow CX Cloud Service Sales Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> Oracle Hyperion Planning PreSales Specialist

Name	Job Role	Offering/Certificate Name
		<ul style="list-style-type: none"> • Sun SPARC Enterprise Entry-Level/Midrange/ High-End M-Series Servers PreSales Specialist
	Sales	<ul style="list-style-type: none"> • Oracle FS1 Series Systems Sales Specialist • Sun SPARC Enterprise Entry-Level/Midrange/High-End M-Series Servers Sales Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Infrastructure Solution 2018 Sales Specialist • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database Cloud Services 2017 Sales Specialist
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018
	Sales	<ul style="list-style-type: none"> • Oracle Database Appliance 2016 Sales Specialist • Oracle Database Cloud Services 2017 Sales Specialist • Oracle FS1 Series Systems Sales Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle Analytics Cloud 2018 Certified Associate • Oracle BI Foundation Suite 11g Certified Implementation Specialist • Oracle WebLogic Server 12c Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> • Oracle FS1 Series Systems Sales Specialist • Oracle ZFS Storage 2016 Sales Specialist
	Implementation	<ul style="list-style-type: none"> • Exalogic Elastic Cloud X2-2 Certified Implementation Specialist • Oracle WebCenter Portal 11g Certified Implementation Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle Unified Method 5 Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> • Oracle RightNow CX Cloud Service PreSales Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle BI Foundation Suite 11g Certified Implementation Specialist • Oracle Database 12c Administrator Certified Professional • Oracle Exadata Database Machine 2016 Certified Implementation Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle Database Appliance 2016 Installation and Configuration Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle RightNow Cloud Service 2016 Technical Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> • Oracle Service Cloud 2018 PreSales Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle ADF 12c Certified Implementation Specialist • Oracle Cloud Application Foundation Certified Implementation Specialist • Oracle Cloud Platform Application Development 2018 Certified Associate • Oracle SOA Suite 12c Certified Implementation Specialist • Oracle WebCenter Portal 11g Certified Implementation Specialist • Oracle WebCenter Sites 11g Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> • Cloud Application Foundation PreSales Specialist • Oracle SOA Suite 12c PreSales Specialist
	Sales	<ul style="list-style-type: none"> • Cloud Application Foundation Sales Specialist • Oracle SOA Suite 12c Sales Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle SOA Suite 12c Certified Implementation Specialist • Oracle WebCenter Portal 11g Certified Implementation Specialist • Oracle WebLogic Server 12c Certified Implementation Specialist
	Implementation	<ul style="list-style-type: none"> • Oracle Cloud Infrastructure Classic 2018 Certified Associate Architect • Oracle WebLogic Server 12c Certified Implementation Specialist
	Sales	<ul style="list-style-type: none"> • Oracle BI Foundation Suite 11 Sales Specialist • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle Database 12c Sales Specialist • Oracle Database Performance and Tuning Sales Specialist • Oracle Linux 6 Sales Specialist
	Support	<ul style="list-style-type: none"> • Exalogic Elastic Cloud Support Specialist (v3.1) • Oracle Exalytics In-Memory Machine Support Specialist (v3.1)
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018
	Sales	<ul style="list-style-type: none"> • Oracle Cloud Story - Partner Sales Immersion 2018 • Oracle FS1 Series Systems Sales Specialist

Name	Job Role	Offering/Certificate Name
[REDACTED]	Architect	<ul style="list-style-type: none"> Oracle IT Architecture Release 3 Certified Architecture Specialist
	Implementation	<ul style="list-style-type: none"> Oracle Linux 6 Certified Implementation Specialist Oracle VM 3.0 for x86 Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Exalogic Elastic Cloud X2-2 PreSales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Hyperion Planning 11 Certified Implementation Specialist
	PreSales	<ul style="list-style-type: none"> Oracle HCM Cloud 2017 PreSales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Data Integrator 12c Certified Implementation Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database 12c Sales Specialist Oracle OEM 12c Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle RAC 12c Certified Implementation Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Application Grid 11g Certified Implementation Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle BPM Suite 12c Certified Implementation Specialist Oracle BPM Suite 12c Certified Implementation Specialist Oracle WebCenter Content 11g Certified Implementation Specialist Oracle WebLogic Server 12c Certified Implementation Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Siebel CRM 8.1.1 Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Analytics Cloud 2018 Certified Associate Oracle Data Integrator 12c Certified Implementation Specialist
[REDACTED]	Industry	<ul style="list-style-type: none"> Aerospace & Defense Industry Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle FS1 Series Systems Sales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Linux 6 Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle OAM Plus 11g Certified Implementation Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle BI Foundation Suite 11g Certified Implementation Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle Database Cloud Services 2017 Sales Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> Sun Flash Storage PreSales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle Cloud Story - Partner Sales Immersion 2018 Oracle FS1 Series Systems Sales Specialist Oracle Security and Systems Management - Partner Sales Immersion 2018
[REDACTED]	Sales	<ul style="list-style-type: none"> Oracle E-Business Suite R12.1 Financial Management Sales Specialist Oracle FS1 Series Systems Sales Specialist
[REDACTED]	Architect	<ul style="list-style-type: none"> Oracle Cloud Infrastructure 2018 Certified Architect Associate
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle SOA Suite 12c Certified Implementation Specialist Oracle WebLogic Server 12c Certified Implementation Specialist
[REDACTED]	PreSales	<ul style="list-style-type: none"> Content and Experience Cloud PreSales Specialist Oracle Cloud Infrastructure Solution 2018 PreSales Specialist
[REDACTED]	Sales	<ul style="list-style-type: none"> Content and Experience Cloud Sales Specialist Oracle Cloud Infrastructure Solution 2018 Sales Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Siebel 8 Consultant Certified Expert
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Database 12c Administrator Certified Professional Oracle OEM 12c Certified Implementation Specialist Oracle Exadata Database Machine 2016 Certified Implementation Specialist
[REDACTED]	Implementation	<ul style="list-style-type: none"> Oracle Database 12c Administrator Certified Professional

TAB 4: a. References

1 State Governments

1.1 State of Indiana, Office of Information Technology

Mythics has supplied the State of Indiana Office of Technology's Oracle environments for the past several years. Outside of selling them their Oracle solutions, which included software, hardware, cloud, and education, we have also provided professional and managed services in support of their Exadata platform.

POC Information		
Todd Carpenter Deputy/Asst. IT Director 317-232-4609 TCarpenter@iot.IN.gov	Customer Since	2015
	Total Revenue (FY17-19)	\$13,611,059.69
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"> • PeopleSoft 	<ul style="list-style-type: none"> • Oracle Application Management Suite for Peoplesoft
Cloud Services	<ul style="list-style-type: none"> • Oracle Application Performance Monitoring Cloud Service • Oracle Cloud Infrastructure • Oracle Compute Cloud Service • Oracle Database Backup Service • Oracle Database Cloud Service • Oracle Enterprise Performance Reporting Cloud Service 	<ul style="list-style-type: none"> • Oracle EPBC Service • Oracle GoldenGate Cloud Service • Oracle Identity Cloud Service • Oracle Infrastructure Monitoring Cloud Service • Oracle Log Analytics Cloud Service • Oracle Network Cloud Service • Oracle Storage Cloud Service
Database	<ul style="list-style-type: none"> • MYSQL EE • Oracle Active Data Guard • Oracle Advanced Compression • Oracle Advanced Security • Oracle Data Masking and Subsetting Pack • Oracle Database Enterprise Edition 	<ul style="list-style-type: none"> • Oracle Database Lifecycle Management Pack • Oracle Database Partitioning • Oracle Diagnostics Pack • Oracle Multitenant • Oracle Tuning Pack • Oracle RAC
Middleware	<ul style="list-style-type: none"> • GoldenGate Foundation Suite 	<ul style="list-style-type: none"> • Oracle Internet Developer Suite
Description of Services		
<ul style="list-style-type: none"> • Oracle Exadata Implementation • Oracle Exadata Relocation Services • Oracle Exadata Support Services • Oracle Exadata Managed Services • Oracle University Training • Various Support Renewals 		

1.2 State of Illinois, Pace Suburban Bus Service of the Regional Transportation Authority

Since 2011, Mythics has supported over 30 procurements for PACE. Mythics provided technical and functional support coupled with ACS Advanced Monitoring and Resolution services for PACE's Exadata, E-business Suite, and Trapeze environment. Recently, we have provided cloud services for their IT environment.

POC Information	
Liz Grazioso IT Operations and Client Services Manager 847-228-2318 Elizabeth.Grazioso@Pacebus.com	Customer Since 2011
	Total Revenue (FY17-19) \$9,578,242.90
Oracle Technology Purchased and Supported	
Cloud Services	<ul style="list-style-type: none"> • Oracle Application Performance Monitoring Cloud Service • Oracle Compute Cloud Service • Oracle Database Backup Service • Oracle Database Cloud Service • Oracle GoldenGate Cloud Service • Oracle Identity Cloud Service • Oracle Infrastructure Monitoring Cloud Service • Oracle Log Analytics Cloud Service • Oracle Network Cloud Service • Oracle Storage Cloud Service
Database	<ul style="list-style-type: none"> • Oracle Advanced Security • Oracle Audit Vault and Database Firewall • Oracle Data Masking and Subsetting • Oracle Database EE • Oracle Database Vault • Oracle Diagnostics Pack • Oracle RAC • Oracle Tuning Pack
IT Infrastructure	<ul style="list-style-type: none"> • Oracle Exadata • Oracle Linux • Oracle Server X6 • Oracle ZFS Storage Appliance
Middleware	<ul style="list-style-type: none"> • GoldenGate • GoldenGate Foundation Suite • GoldenGate Migration
Description of Services	
<ul style="list-style-type: none"> • Oracle BI Implementation • Oracle Data Guard Implementation • Oracle E-Business Suite Implementation • Oracle Exadata Implementation • Oracle Exalogic Implementation • Oracle Engineered Systems Support Services • Oracle Staff Augmentation Support Services • Various Support Renewals 	

1.3 State of New Mexico, Human Services Department

The State of New Mexico has embraced the use of the existing Region 4 ESC/National IPA contract, using it exclusively to acquire Oracle technology. Since early 2017, we have provided a host of Oracle Applications, Cloud Services, and Core Technology to modernize its IT Infrastructure. Their satisfaction with Mythics and the Master Agreement is evident in their establishment of a piggyback vehicle based on the Master Agreement.

POC Information		
Shilo Stewart Deputy CIO 505-476-3936 shilo.stewart@state.nm.us	Customer Since	2017
	Total Revenue (FY17-19)	\$7,536,479.18
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"> • Oracle API Platform Cloud Service • Oracle Application Performance Monitoring Cloud Service • Oracle Big Data Preparation Cloud Service • Oracle CASB for SaaS • Oracle CASB for Discovery • Oracle Cloud Infrastructure • Oracle Compute Cloud Service • Oracle Data Integration Platform Cloud 	<ul style="list-style-type: none"> • Oracle Database Backup Service • Oracle Database Cloud Service • Oracle GoldenGate Cloud Service • Oracle Integration Cloud Service • Oracle Java Cloud Service • Oracle Log Analytics Cloud Service • Oracle Management Cloud • Oracle Security Monitoring and Compliance Cloud • Oracle Storage Cloud Service
Cloud Services	<ul style="list-style-type: none"> • Oracle Advanced Compression • Oracle Advanced Security • Oracle Audit Vault and Database Firewall • Oracle Data Masking and Subsetting • Oracle Database EE • Oracle Database Lifecycle Management Pack 	<ul style="list-style-type: none"> • Oracle Database Partitioning • Oracle Database Vault • Oracle Diagnostics Pack • Oracle Multitenant • Oracle RAC • Oracle Tuning Pack
IT Infrastructure	<ul style="list-style-type: none"> • Oracle Exadata 	<ul style="list-style-type: none"> • Oracle ZFS Storage Appliance
Middleware	<ul style="list-style-type: none"> • GoldenGate • GoldenGate for Non-Oracle Database • GoldenGate Foundation Suite • Oracle Access Manager • Oracle Data Integrator EE • Oracle Enterprise Data Quality Address Verification Server for Data Integration • Oracle Enterprise Data Quality Batch Processing for Data Integration • Oracle Enterprise Data Quality Profiling for Data Integration • Oracle Enterprise Identity Service Suite 	<ul style="list-style-type: none"> • Oracle Enterprise Metadata Management • Oracle Managed File Transfer • Oracle Management Pack for Oracle Data Integrator • Oracle Management Pack Plus for Identity Management • Oracle SOA Suite • Oracle SOA Management Pack • Oracle BPM Suite • Oracle WebLogic Suite • Oracle WebLogic Management Pack
Description of Services		
<ul style="list-style-type: none"> • Oracle Exadata Implementation • Oracle ZFS Storage Appliance Implementation • Oracle Exadata Managed Services • Oracle Exadata Support Services • Various Support Renewals 		

2 County Governments

2.1 Metropolitan Government of Nashville and Davidson County, TN

The Metropolitan Government of Nashville and Davidson County was migrating its on-premise Oracle E-Business Suite system to the cloud and needed a stable environment. We have helped them consolidate the procurement of the entire Oracle catalog. We have also established an Unlimited License Agreement to help the county provide additional licenses to agencies that have experienced recent growth.

POC Information		
Dawn Clark Assistant Director of Business Applications 615-862-6033 dawn.clark@nashville.gov	Customer Since	2012
	Total Revenue (FY17-19)	\$21,455,845.06
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"> • Oracle Advanced Benefits • Oracle Compensation Workbench • Oracle Financials • Oracle Human Resources Management System • Oracle Inventory Management • Oracle iProcurement 	<ul style="list-style-type: none"> • Oracle iReceivables • Oracle iSupplier Portal • Oracle Order Management • Oracle Payroll • Oracle Self-Service Human Resources • Oracle Sourcing • Oracle Treasury
Cloud Services	<ul style="list-style-type: none"> • Oracle Analytics Cloud • Oracle Application Builder Cloud Service • Oracle Application Performance Monitoring Cloud Service • Oracle BI Cloud Service • Oracle Cloud Infrastructure • Oracle Compute Cloud Service • Oracle Content and Experience Cloud Service • Oracle Database Backup Service • Oracle Database Cloud Multitenant Service 	<ul style="list-style-type: none"> • Oracle Database Cloud Service • Oracle Identity Cloud Service • Oracle Identity Foundation Cloud Service • Oracle Integration Cloud Service • Oracle Java Cloud Service • Oracle Learning Cloud Service • Oracle Log Analytics Cloud Service • Oracle Management Cloud • Oracle Mobile Cloud Service • Oracle Network Cloud Service • Oracle Process Cloud Service • Oracle Taleo Cloud Service
Database	<ul style="list-style-type: none"> • Oracle Advanced Compression • Oracle Advanced Security • Oracle Database EE • Oracle Database Lifecycle Management Pack • Oracle Database Partitioning 	<ul style="list-style-type: none"> • Oracle Diagnostics Pack • Oracle Multitenant • Oracle RAC • Oracle Spatial and Graph • Oracle Tuning Pack
Middleware	<ul style="list-style-type: none"> • GoldenGate • GoldenGate Foundation Suite • Oracle SOA Suite 	<ul style="list-style-type: none"> • Oracle SOA Management Pack • Oracle WebLogic Suite • Oracle WebLogic Management Pack
Description of Services		
<ul style="list-style-type: none"> • Unlimited License Agreement • Oracle University Training • Various Support Renewals 		

2.2 Mecklenburg County, NC

Mythics provided services to Mecklenburg County for more than five years. In that time, we have helped them upgrade their PeopleSoft and PeopleTools environment to the latest versions through license migrations and professional services. We even jumped in to solve a ransomware attack on their Oracle Data Appliance and PeopleSoft environment. Mythics is in the process of standing up a PeopleSoft Cloud disaster recovery environment that will allow the County to failover to the cloud in the event its on-premise environment goes down.

POC Information		
Brian Sturgill IT Director 980-314-2023 brian.sturgill@mecklenburgcountync.gov	Customer Since	2012
	Total Revenue (FY17-19)	\$4,148,789.21
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"> • PeopleSoft 	
Cloud Services	<ul style="list-style-type: none"> • Oracle Cloud Infrastructure • Oracle Database Backup Service • Oracle Database Cloud Service 	
Database	<ul style="list-style-type: none"> • Oracle Database EE • Oracle Database Lifecycle Management • Oracle Diagnostics Pack • Oracle RAC • Oracle Tuning Pack 	
Description of Services		
<ul style="list-style-type: none"> • PeopleSoft Implementation • Oracle Database Cloud Implementation • Oracle Database Appliance Implementation • Oracle Human Capital Management Implementation • Oracle University Training • Various Support Renewals 		

2.3 Lexington-Fayette County, KY

Mythics has helped Lexington-Fayette County acquire and implement technology for its new budgeting solution as well as its Peoplesoft migration to the cloud. The County is a long-standing Mythics customer and has always been happy with our responsiveness and execution.

POC Information		
Michael Nugent Director of Enterprise Solutions 859.258.3730 MikeN@lexingtonky.gov	Customer Since	2012
	Total Revenue (FY17-19)	\$1,796,384.67
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"> • Oracle UPK 	
Cloud Services	<ul style="list-style-type: none"> • Oracle Cloud Infrastructure • Oracle Database Backup Service • Oracle Database Cloud Service • Oracle EPBC Service • Oracle Network Cloud Service 	
Description of Services		
<ul style="list-style-type: none"> • Oracle University Training • Various Support Renewals 		

3 City Governments

3.1 New York City Fire Department

We developed and deployed several Oracle-based applications and enterprise product systems and provide on-going maintenance services, patches, upgrades, reconfigurations, and enhancements to FDNY.

POC Information		
Cecily Halliburton Grants Administrator 718-999-2845 hallibc@fdny.nyc.gov	Customer Since	2011
	Total Revenue (FY17-19)	\$13,220,610.91
Oracle Technology Purchased and Supported		
Cloud Services	<ul style="list-style-type: none"> • Oracle API Platform Cloud Service • Oracle Compute Cloud Service • Oracle Database Backup Service • Oracle Database Cloud Service 	<ul style="list-style-type: none"> • Oracle Identity Cloud Service • Oracle Java Cloud Service • Oracle Mobile Cloud Service • Oracle Storage Cloud Service
Database	<ul style="list-style-type: none"> • Oracle Advanced Security • Oracle Database EE • Oracle Diagnostics Pack 	<ul style="list-style-type: none"> • Oracle RAC • Oracle Tuning Pack
IT Infrastructure	<ul style="list-style-type: none"> • Oracle Big Data Appliance • Oracle Exadata 	<ul style="list-style-type: none"> • StorageTek Tape Library
Description of Services		
<ul style="list-style-type: none"> • Oracle Big Data Appliance Implementation • Oracle Exadata Implementation • Oracle Exalogic Implementation • Oracle Engineered Systems Support Services • Oracle Identity Management Support Services • Oracle Staff Augmentation Support Services • Various Support Renewals 		

3.2 City of Raleigh, NC

Mythics has held the City of Raleigh’s annual software support renewals for over seven years. We have helped the City expand its PeopleSoft footprint and implement a Taleo cloud. We have also performed several professional services engagements for Oracle core technology.

POC Information		
Beth Stagner Director, Enterprise Applications and Data 919-996-5485 Beth.Stagner@raleigh.nc.us	Customer Since	2012
	Total Revenue (FY17-19)	\$5,362,610.63
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"> • PeopleSoft Enterprise Absence Management • PeopleSoft Enterprise Activity-Based Management • PeopleSoft Enterprise Benefits Administration • PeopleSoft Enterprise Contracts • PeopleSoft Enterprise Directory Interface • PeopleSoft Enterprise eCompensation • PeopleSoft Enterprise eProcurement • PeopleSoft Enterprise ePerformance • PeopleSoft Enterprise eSupplier Connection • PeopleSoft Enterprise Expenses • PeopleSoft Enterprise Financials • PeopleSoft Enterprise Grants • PeopleSoft Enterprise Human Resources • PeopleSoft Enterprise Interaction Hub • PeopleSoft Enterprise Inventory • PeopleSoft Enterprise Payroll • PeopleSoft Enterprise PeopleTools - Enterprise Development 	<ul style="list-style-type: none"> • PeopleSoft Enterprise Planning and Budgeting • PeopleSoft Enterprise Purchasing • PeopleSoft Enterprise Recruiting Solutions • PeopleSoft Enterprise Scorecard • PeopleSoft Enterprise Strategic Sourcing • PeopleSoft Enterprise Supplier Contract Management • PeopleSoft Enterprise Supplier Rating System • PeopleSoft Enterprise Time and Labor • PeopleSoft Enterprise Treasury • PeopleSoft Enterprise Workforce Rewards • Siebel CTI • Siebel Email Response • Siebel Field Service • Siebel Public Sector CRM Base • Seibel Public Sector eService • Siebel Remote Client • Siebel SmartScript • Seibel SmartScript for Customers
Cloud Services	<ul style="list-style-type: none"> • Oracle EPBC Service 	<ul style="list-style-type: none"> • Oracle Taleo Cloud Service
Industries	<ul style="list-style-type: none"> • Oracle Utilities Customer Care and Billing SE • Oracle Utilities Customer Care and Billing Task Optimization Tools for Commercial and Industrial Customers 	<ul style="list-style-type: none"> • Oracle Utilities Customer Care and Billing Task Optimization Tools for Residential Customers
Description of Services		
<ul style="list-style-type: none"> • Oracle Planning and Budgeting Cloud (EPBC) Implementation • Oracle SOA Suite Implementation • Oracle Taleo Cloud Implementation • Oracle Staff Augmentation Support Services • Oracle University Training • Various Support Renewals 		

3.3 City of Charlotte, NC

We helped the City of Charlotte migrate all its database licenses to support their Banner Upgrade. As part of this project, we also obtained Oracle's approval to waive the City's extended support charges, saving money and allowing access to patches and upgrades while completing the upgrade. We have a long-standing relationship with the City supporting its entire Oracle footprint.

POC Information					
Jeffrey Waataja Data Services Manager Innovation and Technology 704-336-5510 Jeffrey.Waataja@charlottenc.gov	<table border="1"> <tr> <td>Customer Since</td> <td>2011</td> </tr> <tr> <td>Total Revenue (FY17-19)</td> <td>\$2,376,381.82</td> </tr> </table>	Customer Since	2011	Total Revenue (FY17-19)	\$2,376,381.82
Customer Since	2011				
Total Revenue (FY17-19)	\$2,376,381.82				
Oracle Technology Purchased and Supported					
Applications	<ul style="list-style-type: none"> • PeopleSoft Enterprise Benefits Administration for Public Sector • PeopleSoft Enterprise Human Resources for Public Sector • PeopleSoft Enterprise Payroll for Public Sector • PeopleSoft Enterprise Time and Labor for Public Sector • Oracle UPK 				
Cloud Services	<ul style="list-style-type: none"> • Oracle Compute Cloud Service • Oracle Database Backup Service • Oracle Database Cloud Service 				
Database	<ul style="list-style-type: none"> • Oracle Active Data Guard • Oracle Advanced Security • Oracle Database EE • Oracle Database SE • Oracle Tuning Pack 				
IT Infrastructure	<ul style="list-style-type: none"> • UPK 				
Middleware	<ul style="list-style-type: none"> • Oracle Internet Application Server Enterprise Edition 				
Description of Services					
<ul style="list-style-type: none"> • Oracle Middleware Implementation • Oracle Database Support Services • Oracle Middleware Support Services 	<ul style="list-style-type: none"> • Oracle University Training • Various Support Renewals 				

3.4 City of Albuquerque, NM

Mythics has supported the City of Albuquerque's ERP since 2016. Since that time, we have supplied and implemented Oracle core technology, cloud services, and IT infrastructure. Currently, of all the City's Oracle annual maintenance flows through Mythics.

POC Information		
Tom Pino ERP Project Manager 505-768-3265 tpino@cabq.gov	Customer Since	2016
	Total Revenue (FY17-19)	\$1,647,238.06
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"> • PeopleSoft Enterprise Asset Management • PeopleSoft Enterprise Billing • PeopleSoft Enterprise Cash Management • PeopleSoft Enterprise Contracts • PeopleSoft Enterprise Contracts • PeopleSoft Enterprise eProcurement • PeopleSoft Enterprise Financials Portal Pack • PeopleSoft Enterprise Financials Warehouse • PeopleSoft Enterprise General Ledger • PeopleSoft Enterprise Grants • PeopleSoft Enterprise Inventory 	<ul style="list-style-type: none"> • PeopleSoft Enterprise Lease Administration • PeopleSoft Enterprise Maintenance Management • PeopleSoft Enterprise Payables • PeopleSoft Enterprise Planning and Budgeting • PeopleSoft Enterprise Project Costing • PeopleSoft Enterprise Project Portfolio Management • PeopleSoft Enterprise Purchasing • PeopleSoft Enterprise Receivables • PeopleSoft Enterprise Scorecard • PeopleSoft Enterprise Transaction Billing Processor
Cloud Services	<ul style="list-style-type: none"> • Oracle Big Data Preparation Cloud Service • Oracle Compute Cloud Service • Oracle Database Backup Cloud Service 	<ul style="list-style-type: none"> • Oracle Database Cloud Service • Oracle Storage Cloud Service • Oracle GoldenGate Cloud Service
Database	<ul style="list-style-type: none"> • Oracle Advanced Compression • Oracle Advanced Security • Oracle Data Masking and Subsetting Pack • Oracle Database EE 	<ul style="list-style-type: none"> • Oracle Database Lifecycle Management Pack • Oracle Diagnostics Pack • Oracle Tuning Pack •
IT Infrastructure	<ul style="list-style-type: none"> • Oracle Database Appliance 	
Middleware	<ul style="list-style-type: none"> • GoldenGate • GoldenGate Management Pack 	<ul style="list-style-type: none"> • Oracle Data Integrator
Description of Services		
<ul style="list-style-type: none"> • Oracle Data Guard Implementation • Oracle Database EE Implementation • Oracle Database Appliance Implementation 	<ul style="list-style-type: none"> • Oracle Engineered Systems Support Services • Oracle Cloud Support Services • Various Support Renewals 	

4 K-12

4.1 Los Angeles Unified School District

We provided LAUSD a WebCenter Suite Content Management System and developed a District Mobile Application. We have also provided multiple Oracle cloud services.

POC Information		
Roxanna Vela Procurement and Contract Administration Branch 562-654-9301 roxanna.vela@lausd.net	Customer Since	2016
	Total Revenue (FY17-19)	\$11,314,000.16
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"> Oracle Application Adapters for Data Integration SAP Business Warehouse 	<ul style="list-style-type: none"> Oracle Application Adapters for Data Integrator SAP Application
Cloud Services	<ul style="list-style-type: none"> Oracle API Manager Cloud Service Oracle API Platform Cloud Service Oracle Application Container Cloud Service Oracle Big Data Cloud Service Oracle Big Data Preparation Cloud Service Oracle Business Intelligence Cloud Service Oracle Cloud Infrastructure Oracle Compute Cloud Service Oracle Data Visualization Cloud Service 	<ul style="list-style-type: none"> Oracle Database Backup Service Oracle Database Cloud Service Oracle Event Hub Cloud Service Dedicated Oracle Identity Cloud Service Oracle Identity Foundation Cloud Service Oracle Java Cloud Service Oracle Mobile Cloud Service Oracle Mobile Hub Cloud Service Oracle Process Cloud Service Oracle SOA Suite Cloud Service Oracle Storage Cloud Service
Database	<ul style="list-style-type: none"> Oracle Data Visualization 	<ul style="list-style-type: none"> Oracle Database In-Memory
Middleware	<ul style="list-style-type: none"> GoldenGate for Non-Oracle Database GoldenGate Management Pack Oracle BI Suite Foundation Edition 	<ul style="list-style-type: none"> Oracle Data Integrator EE Oracle WebCenter Suite Oracle WebLogic Suite
Description of Services		
<ul style="list-style-type: none"> Various Support Renewals 		

4.2 Milton Hershey School

Mythics has provided Milton with on premise license purchases and support renewals for many years. We have recently provided cloud services as well as additional value with vetting innovative solutions primarily with Oracle Applications and PeopleSoft.

POC Information		
Tim Fake IT Director 717-520-2209 faket@mhs-pa.org	Customer Since	2015
	Total Revenue (FY17-19)	\$1,327,835.47
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"> • Oracle Financial Analytics Fusion Edition • Oracle Hyperion Financial Data Quality Management, EE • Oracle Hyperion Planning Plus • Oracle Hyperion Public Sector Planning and Budgeting • Oracle Procurement and Spend Analytics Fusion Edition • PeopleSoft Enterprise eProcurement • PeopleSoft Enterprise eSettlements • PeopleSoft Enterprise eSupplier Connection • PeopleSoft Enterprise Expenses • PeopleSoft Enterprise Financials • PeopleSoft Enterprise Interaction Hub 	<ul style="list-style-type: none"> • PeopleSoft Enterprise Inventory • PeopleSoft Enterprise Maintenance Management • PeopleSoft Enterprise Program Management • PeopleSoft Enterprise Project Costing • PeopleSoft Enterprise Purchasing • PeopleSoft Enterprise Strategic Sourcing • PeopleSoft Enterprise Supplier Contract Management • PeopleSoft Enterprise UPK Enterprise Learning Management • PeopleSoft Mobile Inventory Management
Cloud Services	<ul style="list-style-type: none"> • Oracle Taleo Cloud Service 	<ul style="list-style-type: none"> •
Description of Services		
<ul style="list-style-type: none"> • Various Support Renewals 		

5 Higher Education

5.1 Liberty University

Seven years ago, Liberty University became one of our first Exadata customers and implementations. We recently supported an Exadata refresh and an Oracle core technology Unlimited License Agreement.

POC Information		
Steven Crowder Project Manager 434-592-4817 sdcrowder@liberty.edu	Customer Since	2012
	Total Revenue (FY17-19)	\$9,132,174.81
Oracle Technology Purchased and Supported		
Cloud Services	<ul style="list-style-type: none"> Oracle Database Exadata Cloud 	
Database	<ul style="list-style-type: none"> Oracle Advanced Security Oracle Database EE Oracle Database Lifecycle Management Pack Oracle Database Partitioning Oracle Diagnostics Pack Oracle RAC Oracle Tuning Pack 	
IT Infrastructure	<ul style="list-style-type: none"> Oracle Exadata Oracle ZFS Storage Appliance 	
Middleware	<ul style="list-style-type: none"> Oracle Identity and Access Management Suite Oracle WebLogic Suite 	
Description of Services		
<ul style="list-style-type: none"> Oracle Cloud Platform (PaaS) Implementation Oracle Exadata Implementation Oracle University Training Various Support Renewals 		

5.2 Washington State University

Washington State University needed to re-platform their ERP/PeopleSoft solution to save cost and increase functionality. Mythics provided Oracle IaaS and PaaS cloud services to support the application. We also provided advisory services and assistance with the migration to the Oracle Cloud Infrastructure. Washington State University is satisfied and looking to expand another application in the next 12 months.

POC Information		
Gunjan Sinha Senior Director of ITS 509-335-3834 sinha@wsu.edu	Customer Since	2018
	Total Revenue (FY17-19)	\$1,724,206.34
Oracle Technology Purchased and Supported		
Cloud Services	<ul style="list-style-type: none"> Oracle PaaS and IaaS Universal Credits 	
Description of Services		
<ul style="list-style-type: none"> None 		

5.3 University of Maryland

Mythics has worked with the University of Maryland for the past several years. We handle all their Oracle support renewals and new license transactions using our National IPA contract. We helped consolidate all their campus-wide license support into one contract. As part of that process, all new product purchases have support co-termed to line up with existing support. This helps the customer from an administrative perspective, reducing their number of renewals, and simplifying procurement.

POC Information		
Irina Sokolov Database Administration 301-405-1716 isokol@umd.edu	Customer Since	2013
	Total Revenue (FY17-19)	\$1,692,992.83
Oracle Technology Purchased and Supported		
Database	<ul style="list-style-type: none"> • Oracle Advanced Security • Oracle Database EE 	<ul style="list-style-type: none"> • Oracle Diagnostics Pack • Oracle Tuning Pack
Middleware	<ul style="list-style-type: none"> • Oracle Java SE 	<ul style="list-style-type: none"> •
Description of Services		
<ul style="list-style-type: none"> • Various Support Renewals 		

5.4 Mississippi State University

Mythics has worked with Mississippi State University for the past several years on all campus-wide Oracle license support and new license purchases. We have been able to simplify their procurement using the previous contract. They view Mythics as a trusted Oracle advisor and frequently reach out for recommendations and best practices.

POC Information		
Meredith Jackson Deputy CIO and Director of Enterprise Applications 662-325-9311 meredith@its.msstate.edu	Customer Since	2013
	Total Revenue (FY17-19)	\$1,338,467.84
Oracle Technology Purchased and Supported		
Database	<ul style="list-style-type: none"> • MySQL EE Subscription • Oracle Database EE • Oracle Database SE 	<ul style="list-style-type: none"> • Oracle Diagnostics Pack • Oracle Tuning Pack • Oracle RAC
Middleware	<ul style="list-style-type: none"> • Oracle Internet Application Server EE 	<ul style="list-style-type: none"> •
Description of Services		
<ul style="list-style-type: none"> • Various Support Renewals 		

6 Utilities

6.1 Nashville Electric Service

Mythics leveraged the previous contract to help the Nashville Electric Service (NES) acquire a broad set of Oracle technology for its utility applications. NES desired to expand its utility platform and required a complete enterprise solution to help them achieve their goals. The solution consisted of cloud services, database, and middleware software, IT infrastructure, utility-specific applications, and related support services. We continue to support NES with renewals, being flexible by co-termining renewal streams, and trying to make the complexity of the different support streams simple to understand.

POC Information		
Erika Walker Chief Information Officer 615-747-3382 ewalker@nespower.com	Customer Since	2015
	Total Revenue (FY17-19)	\$16,953,673.48
Oracle Technology Purchased and Supported		
Cloud Services	<ul style="list-style-type: none"> • Oracle Enterprise Performance Reporting Cloud Service • Oracle Enterprise Planning and Budgeting Cloud Service • Oracle Fusion Automated Invoice Processing Cloud Service • Oracle Fusion Career Development Cloud Service • Oracle Fusion Expenses Cloud Service • Oracle Fusion Financials Cloud Service • Oracle Fusion Goal Management Cloud Service • Oracle Fusion Grants Management Cloud Service • Oracle Fusion Human Capital Management Base Cloud Service • Oracle Fusion Human Resources Help Desk Cloud Service • Oracle Fusion Inventory Management Cloud Service • Oracle Fusion Performance Management Cloud Service • Oracle Fusion Procurement Contracts Cloud Service • Oracle Fusion Project Contract Billing Cloud Service • Oracle Fusion Project Financials Cloud Service • Oracle Fusion Project Management Cloud Service • Oracle Fusion Purchasing Cloud Service • Oracle Fusion Self Service Procurement Cloud Service • Oracle Fusion Sourcing Cloud Service 	<ul style="list-style-type: none"> • Oracle Fusion Supplier Portal Cloud Service • Oracle Fusion Supplier Qualification Management Cloud Service • Oracle Fusion WebCenter Forms Recognition Cloud Service • Oracle Fusion Workforce Compensation Cloud Service • Oracle Learning Cloud Service • Oracle DataRaker Core Advanced Analytics Services • Oracle DataRaker Core Analytics Service • Oracle DataRaker Demand Response and Energy Efficiency Cloud Services • Oracle DataRaker Distribution Planning and Operations Cloud Services • Oracle DataRaker Implementation Service • Oracle DataRaker Meter to Bill Cloud Services • Oracle DataRaker Revenue Protection Cloud Services • Oracle RightNow Standalone Chat • Oracle RightNow Standalone Cobrowse • Oracle RightNow Universal Core Service • Oracle Standalone Cobrowse Dynamic Agent Desktop Cloud Service • Oracle Utilities Opower Digital Self Service • Oracle Payroll Cloud Service for United States • Oracle Workforce Health and Safety Incidents Cloud Service
Database	<ul style="list-style-type: none"> • Oracle Advanced Compression • Oracle Advanced Security 	<ul style="list-style-type: none"> • Oracle Database EE • Oracle Real Application Clusters • Oracle Partitioning

	<ul style="list-style-type: none"> • Oracle Database Lifecycle Management Pack • Oracle Diagnostics Pack 	<ul style="list-style-type: none"> • Oracle Tuning Pack
IT Infrastructure	<ul style="list-style-type: none"> • Oracle Exadata 	
Middleware	<ul style="list-style-type: none"> • GoldenGate • GoldenGate Foundation Suite • Oracle Business Intelligence Suite Foundation Edition for Oracle Applications - Limited Use • Oracle Data Integrator EE • Oracle Managed File Transfer • Oracle SOA Management Pack EE 	<ul style="list-style-type: none"> • Oracle SOA Suite • Oracle Unified BPM Suite • Oracle WebCenter Portal • WebLogic Server Management Pack • WebLogic Suite
Industries	<ul style="list-style-type: none"> • Oracle Utilities Construction Work Management • Oracle Utilities Credit and Collection Analytics • Oracle Utilities Customer Analytics • Oracle Utilities Customer Care and Billing Archiving for Commercial and Industrial Customers • Oracle Utilities Customer Care and Billing Archiving for Residential Customers • Oracle Utilities Customer Care and Billing Base for Commercial and Industrial Customers • Oracle Utilities Customer Care and Billing Base for Residential Customers • Oracle Utilities Customer Care and Billing Cashiering for Commercial and Industrial Customers • Oracle Utilities Customer Care and Billing Cashiering for Residential Customers • Oracle Utilities Customer Care and Billing Credit and Collections for Commercial and Industrial Customers • Oracle Utilities Customer Care and Billing Credit and Collections for Residential Customers • Oracle Utilities Customer Care and Billing Customer Program Management for Commercial and Industrial Customers • Oracle Utilities Customer Care and Billing Customer Program Management for Residential Customers • Oracle Utilities Customer Care and Billing Extractors and Schema • Oracle Utilities Customer Care and Billing Integration to Oracle Utilities Meter Data Management • Oracle Utilities Customer Care and Billing Rating and Billing for Commercial and Industrial Customers • Oracle Utilities Customer Care and Billing Rating and Billing for Residential Customers 	<ul style="list-style-type: none"> • Oracle Utilities Customer Self Service Base for Residential Customers • Oracle Utilities Customer Self Service Billing and Payment Management for Commercial and Industrial Customers • Oracle Utilities Customer Self Service Billing and Payment Management for Residential Customers • Oracle Utilities Customer Self Service Customer Service Management for Commercial and Industrial Customers • Oracle Utilities Customer Self Service Customer Service Management for Residential Customers • Oracle Utilities Exception Analytics • Oracle Utilities Information Lifecycle Management for Meter Data • Oracle Utilities Integration for Device Operations • Oracle Utilities Meter Data Analytics • Oracle Utilities Meter Data Management • Oracle Utilities Meter Data Management Extractors and Schema • Oracle Utilities Operational Device Analytics • Oracle Utilities Operational Device Management • Oracle Utilities Operational Device Management Extractors and Schema • Oracle Utilities Outbound Notifications for Commercial and Industrial Customers • Oracle Utilities Outbound Notifications for Residential Customers • Oracle Utilities Revenue Analytics • Oracle Utilities Service Order Management • Oracle Utilities Smart Grid Gateway • Oracle Utilities Smart Grid Gateway Adapter for Landis & Gyr • Oracle Utilities Smart Grid Gateway MV-90 Adapter for Itron • Oracle Utilities Work and Asset Analytics

	<ul style="list-style-type: none"> • Oracle Utilities Customer Care and Billing Task Optimization Tools for Commercial and Industrial Customers • Oracle Utilities Customer Care and Billing Task Optimization Tools for Residential Customers • Oracle Utilities Customer Self Service Base for Commercial and Industrial Customers 	<ul style="list-style-type: none"> • Oracle Utilities Work and Asset Management Connector for Enterprise Resource Planning • Oracle Utilities Work and Asset Management Connector for Geospatial Information Systems • Oracle Utilities Work and Asset Management EE • Oracle Utilities Work and Asset Management Extractors and Schema
Description of Services		
<ul style="list-style-type: none"> • Oracle Engineered Systems Support Services • Oracle Exadata Relocation Services • Oracle Exadata Support Services 	<ul style="list-style-type: none"> • Oracle University Training • Various Support Renewals 	

6.2 City of Detroit, Water and Sewerage Department

Mythics has helped the City of Detroit Water and Sewerage Department implement an Oracle Cloud centric strategy. Various Oracle cloud services support the Water Management System and Water Meter Solutions for the City, as well as Great Lakes Water Authority. We have built a strong relationship with the City and viewed as its trusted Oracle advisor.

POC Information		
Dan Rainey CIO 313-999-4133 dan.rainey@detroitmi.gov	Customer Since	2017
	Total Revenue (FY17-19)	\$8,643,599.33
Oracle Technology Purchased and Supported		
Cloud Services	<ul style="list-style-type: none"> • Oracle API Manager Cloud Service • Oracle API Platform Cloud Service • Oracle Analytics Cloud • Oracle Application Performance Monitoring Cloud Service • Oracle Big Data Preparation Cloud Service • Oracle BI Cloud Service • Oracle CASB for SaaS • Oracle CASB for IaaS • Oracle CASB for Discovery • Oracle Cloud Infrastructure • Oracle Compute Cloud Service • Oracle Content and Experience Cloud • Oracle Database Cloud Service • Oracle Database Backup Service • Oracle Database Exadata Cloud • Oracle Data Integrator Cloud Service • Oracle Data Visualization Cloud Service 	<ul style="list-style-type: none"> • Oracle GoldenGate Cloud Service • Oracle Identity Cloud Service • Oracle Infrastructure Monitoring Cloud Service • Oracle Integration Cloud Service • Oracle Internet of Things Cloud • Oracle IT Analytics Cloud Service • Oracle Java Cloud Service • Oracle Log Analytics Cloud Service • Oracle Managed File Transfer Cloud Service • Oracle Mobile Cloud Service • Oracle Network Cloud Service Oracle Storage Cloud Service • Oracle Process Cloud Service • Oracle SOA Suite Cloud Service • Oracle WebCenter Portal Cloud Service
Database	<ul style="list-style-type: none"> • Oracle Advanced Security • Oracle Audit Vault and Database Firewall • Oracle Data Masking and Subsetting Pack • Oracle Database EE • Oracle Database Lifecycle Management Pack 	<ul style="list-style-type: none"> • Oracle Database Partitioning • Oracle Database Vault • Oracle Diagnostics Pack • Oracle Label Security • Oracle Multitenant • Oracle Real Application Testing • Oracle Spatial and Graph • Oracle Tuning Pack
Middleware	<ul style="list-style-type: none"> • GoldenGate • GoldenGate Foundation Suite • Oracle Data Integrator EE • Oracle Identity and Access Management Suite 	<ul style="list-style-type: none"> • Oracle SOA Suite • Oracle SOA Management Pack • Oracle WebLogic Suite • Oracle WebLogic Management Pack
Description of Services		
<ul style="list-style-type: none"> • Oracle University Training 		<ul style="list-style-type: none"> • Various Support Renewals

6.3 Memphis Light, Gas and Water

Mythics has provided Oracle technology to Memphis Light, Gas, and Water for multiple applications and projects. We most recently established an Unlimited License Agreement to facilitate the standardization of their technology platform. The two most significant projects include their Smart Meter and Applications Modernization projects.

POC Information		
Tim McEwen Technical Manager 901-729-8335 tmcewen@mlgw.org	Customer Since	2014
	Total Revenue (FY17-19)	\$5,444,493.62
Oracle Technology Purchased and Supported		
Applications	<ul style="list-style-type: none"> Human Resources Analytics, Fusion Edition 	
Database	<ul style="list-style-type: none"> MySQL EE Oracle Advanced Analytics Oracle Advanced Compression Oracle Advanced Security Oracle Audit Vault and Database Firewall Oracle Data Masking and Subsetting pack Oracle Data Visualization Oracle Database EE Oracle Database Lifecycle Management Pack Oracle Database SE Oracle Diagnostics Pack Oracle Partitioning Oracle RAC Oracle Real Application Testing Oracle Tuning Pack 	
IT Infrastructure	<ul style="list-style-type: none"> Oracle Linux Oracle VM 	
Middleware	<ul style="list-style-type: none"> GoldenGate GoldenGate Foundation Suite Oracle BI Management Pack Oracle BI Suite Oracle Data Integrator EE Oracle Data Integrator Management Pack Oracle Managed File Transfer Oracle SOA Suite Oracle SOA Management Pack EE Oracle Unified BPM Suite Oracle WebCenter Suite Plus Oracle WebCenter Management Pack Oracle WebLogic Suite Oracle WebLogic Server Management Pack EE 	
Description of Services		
<ul style="list-style-type: none"> Unlimited License Agreement Oracle University Training 		

Tab 5: Value Add

1 Provide any additional information related to products and services Offeror proposes to enhance and add value to the Master Agreement.

Background

We believe a successful Oracle Master Agreement incorporates Oracle's Supplemental Terms and Conditions and offers "in production" products and services discounted from "then-current" pricing. These elements create a smooth and efficient vehicle for Participating Public Agencies to acquire Oracle technology.

We are also sensitive to our customer's information technology requirements. We applaud the vision and acumen of Region 4 ESC and OMNIA Partners in recognizing Participating Public Agencies' needs to acquire commercial clouds other than Oracle, such as the initial solicitation's requirement for AWS and Azure.

We agree with the concept. The future of information technology is cloud computing—and the future of cloud computing is undeniably hybrid. Participating Public Agencies will leverage multiple cloud platforms to balance the scalability and flexibility of various commercial clouds and the security and control of their private clouds.

Value Add

Like GSA Schedule Contractor Team Arrangements, we propose Region 4 ESC and OMNIA Partners allow Master Agreement holders to team together to provide total solutions to Participating Public Agencies. Under this construct, each team member would maintain privity of contract and be responsible for their portion of the solution—per the terms and conditions of their Master Agreement. It also maintains the integrity for the OEMs who have invested in Master Agreements—we can only assume Oracle would be less interested in participating in a Master Agreement for Oracle Products and Services if its scope included products and services from direct competitors.

By awarding Mythics a Master Agreement for Oracle Products and Services, we have a unique proposition to add real value to Region 4 ESC, OMNIA Partners, and Participating Public Agencies. Take, for example, a customer with requirements for Oracle technology and AWS cloud services. By teaming Mythics' Oracle and Products and Services and Mythics Emergent Group's Total Cloud Solutions Master Agreement (both, incidentally, led by Region 4 ESC), we could provide the total solution in a single transaction.

Teaming Master Agreements also resolves the complexities and inefficiencies associated with two-tier subcontracting. First, it promotes the inclusion of appropriately negotiated terms and conditions. Second, it maintains the integrity of OEM channel programs—ensuring customers are procuring technology from authorized and secure supply chains. Finally, it eliminates unnecessary costs (e.g., additional markups, extended sales cycles, lengthy negotiations). Ultimately, all parties (OEM, procurement officer, reseller, and end-user) will benefit from a more streamlined procurement.

Tab 6: Additional Required Documents (Appendix C)

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC'S OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

08/27/2019

Date



Authorized Signature & Title
Dale E. Darr, Vice President, Contracts

Mythics considers the **Tab 1: a. Draft Contract, Section Mythics' Exceptions and Deviations to OMNIA Partners Exhibits (CONFIDENTIAL)** in its entirety to be trade secret or proprietary exempt from disclosure pursuant to Tex. Gov't Code § 552.110: Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information and Tex. Gov't Code § 552.104. Information Related to Competition or Bidding.

Mythics considers **Tab 3: Performance Capability, Section 11 Provide audited financial condition of Offeror for the past three (3) years (CONFIDENTIAL)** to be trade secret or proprietary exempt from disclosure pursuant to Tex. Gov't Code § 552.110: Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information.

Mythics considers the names contained in **Table 25: Mythics Individual Oracle Certification by Employee. We have had 208 employees earn individual Oracle certifications.** to be trade secret or proprietary exempt from disclosure pursuant to Tex. Gov't Code § 552.110: Confidentiality of Trade Secrets; Confidentiality of Certain Commercial or Financial Information and Tex. Gov't Code § 552.102. Confidential of Certain Personnel Information.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company
Mythics, Inc.

Contact


Signature

Deonte J. Watters, CCMAP
Printed Name

Address
4525 Main Street
4525 Main Street, Suite 1500

Director of Contracts
Position with Company

Virginia Beach, VA 23462

**Official
Authorizing
Proposal**


Signature

Deonte J. Watters, CCMAP
Printed Name

Phone 757-412-4362

Director of Contracts
Position with Company

Fax 757-412-1060

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mythics, Inc.
 Virginia Beach, VA United States

Certificate Number:
 2019-533113

Date Filed:
 08/26/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-08
 Oracle Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Seifert, Paul	Virginia Beach, VA United States	X	
	Newman, Gary	Virginia Beach, VA United States	X	
	Mythics Emergent Group, Inc.	Virginia Beach, VA United States	X	
	Welborn, Richard	Virginia Beach, VA United States	X	
	Wergley, Albert	Virginia Beach, VA United States	X	
	Altamura, Doug	Virginia Beach, VA United States	X	
	Sirh, Peter	Virginia Beach, VA United States	X	
	Smutz, Shane	Virginia Beach, VA United States	X	
	LaRose, Robert Scott	Virginia Beach, VA United States		X
	Hillier, Michael	Virginia Beach, VA United States		X

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mythics, Inc.
 Virginia Beach, VA United States

Certificate Number:
 2019-533113

Date Filed:
 08/26/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-08
 Oracle Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Deonte J. Watters, and my date of birth is 05/0/1982.

My address is 4525 Main Street, Suite 1500, Virginia Beach, Va, 23462, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Virginia Beach County, State of Virginia, on the 26th day of August, 20 19.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Deonte J. Watters, as an authorized representative of

Mythics, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative
Deonte J. Watters, CCMAP - Director of Contracts

07.26.19
Date

Tab 7: Mythics' Attachments

Oracle Government Resell Programs Group Authorization



7700 Technology Way
Denver, CO 80237

August 15, 2019

Subject: Approval to respond to Solicitation Number 19-08 Request for Proposal by
Region 4 Education Service Center for Oracle Products and Services

DELIVERED VIA EMAIL

To Whom It May Concern:

This letter is to confirm that, as of the date of this letter, Mythics, Inc. is a Platinum Level member of the Oracle PartnerNetwork (OPN) in good standing and has a valid Master Distribution Agreement, Full Use Distribution Addendum, Public Sector Addendum, Cloud Services Distribution Addendum, Public Sector Attachment to the Cloud Services Distribution Addendum and Support Renewal Addendum. Mythics, Inc. is authorized to resell multiple lines of Oracle products and services.

Mythics, Inc. has been granted approval from Oracle to create a contract in response to the above referenced RFP.

If you have any questions, please feel free to contact me at 571-214-0072.

Sincerely,

A handwritten signature in cursive script that reads "Sara Merryman".

Sara Merryman
Government Resell Programs Manager
Oracle Public Sector Channels
sara.merryman@oracle.com

Applicable Terms and Conditions



**ORACLE SOFTWARE PROGRAMS AND/OR SERVICES
SUPPLEMENTAL TERMS AND CONDITIONS v050119**

THESE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES SUPPLEMENTAL TERMS AND CONDITIONS (“SOFTWARE STCs”) SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SUPPORT SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE “CONTRACTOR”). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

“You” and “Your” refers to the ordering activity that has ordered programs, and/or services from an authorized distributor (“Contractor”) under the contract.

The term “ancillary programs” refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term “contract” refers to the Contractor’s Region 4 Education Service Center Contract.

The term “program documentation” refers to the program user manual and program installation manuals.

The term “programs” refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term “services” refers to annual technical support services which you have ordered.

B. Rights Granted

Upon Contractor’s acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or
- disclose results of any program benchmark tests.

D. Warranties, Disclaimers, Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. Technical Support

Technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The

technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/contracts>.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually. The order with Contractor will specify your SULS fee for the first renewal year. If you renew SULS for the same number of licenses for the same programs as contained in the original order, the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date.

Technical support is effective upon the effective date of your order unless stated otherwise in your order. Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that you would have been paid for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

F. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, 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 someone else'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 for it. If you are the

Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. 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, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. 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. Oracle 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 Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.

G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

H. Other

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.
2. In entering into an order under the Contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of the Contract, including these Software STCs.
3. The extent to which an Oracle program is, at the time of delivery, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility, provided that such Oracle program is used in accordance with the applicable Oracle program documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and

Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). In the event that Section 508 is revised over the life of the contract Agreement, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG) if applicable (said standards only apply to "web pages"). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. Oracle makes no representations regarding the accessibility status of any product identified as "third party." No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

4. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
5. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.
6. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
7. You may order trial programs, or Oracle may include additional programs with your order with Contractor, which you may use for trial, non-production purposes only. You may not use the trial programs or any additional programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30-day trial period, you will cease using and delete any such programs from your computer systems. Additional programs and programs licensed for trial purposes are provided "as is," and Oracle does not provide technical support or offer any warranties for these programs.
8. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.
9. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

10. Source code may be delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of the contract, including these Software STCs, the applicable order, and the applicable program documentation.
11. You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, the current version of which may be accessed at <http://oracle.com/contracts>.
12. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of any order placed under these Software STCs, but Oracle does not assume any of Contractor's obligations thereunder.
13. Oracle's License Definitions and Rules are incorporated herein. You may access the current version of the License Definitions and Rules at <http://oracle.com/contracts>.
14. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision allowing for the automatic renewal of services and/or fees, such terms shall not apply.



ORACLE HARDWARE SUPPLEMENTAL TERMS AND CONDITIONS v050119

THESE ORACLE HARDWARE SUPPLEMENTAL TERMS AND CONDITIONS (“HARDWARE STCs”) SHALL APPLY TO THE ORACLE HARDWARE THAT YOU ORDER FROM THE CONTRACT HOLDER (THE “CONTRACTOR”). THESE HARDWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE HARDWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

“You” and “Your” refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor (“Contractor”) under the contract.

The term “ancillary programs” refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term “contract” refers to the Contractor’s Region 4 Education Service Center Contract.

The term “integrated software” is defined as software embedded in the hardware, which is essential to hardware functionality (e.g., firmware).

The term “integrated software options” refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the “Integrated Software Options License Rules”) for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term “operating system” refers to the software that manages hardware for programs and other software.

The term “products” refers to programs, hardware, integrated software and operating system.

The term “program documentation” refers to the program user manual and program installation manuals.

The term “programs” refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term “services” refers to technical support services, which you have ordered.

The term “hardware” refers to the hardware equipment, including components, options and spare parts.

The term “hardware documentation” refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and

spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at <http://oracle.com/contracts>. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <<http://oss.oracle.com/systems-opensourcecode>>. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery.

ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

- i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
- ii. maltreated or used in a manner other than in accordance with the relevant documentation;
- iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- vi. relocated, to the extent that problems are attributable to such relocation;
- vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- viii. used by parties appearing on the most current U.S. export exclusion list;
- ix. relocated to countries subject to U.S. trade embargo or restrictions;
- x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
- xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies

in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

G. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, hardware or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material) and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark

and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Provider control of the defense, with input from Recipient, 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 someone else'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. If you are the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order (e.g., impairs Contractor's ability to perform due to a work statement, schedule or cost impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. . 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, , or if the Recipient continues to use the applicable Material after the end of the license to use that Material. 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. Oracle 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 Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the program associated with that Separately Licensed Third Party Technology and shall refund any program license fees You may have paid to Oracle for the program

For claims related to hardware, if you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for

Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

This section provides your and Oracle's exclusive remedy for any infringement claims or damages.

H. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

I. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.
2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Hardware STCs.

3. Accessibility

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer

will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

4. Internet Protocol version 6 (IPv6)

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): "These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."
6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.
7. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.
8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an

authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided “as is” and Oracle does not provide technical support or offer any warranties for these programs.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.
11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle’s audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures (“security rules”) while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.
12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.
14. Oracle’s Applications Licensing Table is incorporated herein. You may access the current version of the Applications Licensing Table at <http://oracle.com/contracts>.
15. Oracle’s License Definitions and Rules; Oracle’s Integrated Software Options License Definitions, Rules, and Metrics; and Terms for Oracle Solaris are incorporated herein. You may access the current versions of these documents at <http://oracle.com/contracts>.
16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.
17. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.
18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by

submitting a written request pursuant to the instructions in the “Written Offer for Source Code” section of the latter website.



**ORACLE CLOUD SERVICES
SUPPLEMENTAL TERMS AND CONDITIONS v050119**

THESE ORACLE CLOUD SERVICES SUPPLEMENTAL TERMS AND CONDITIONS (“CLOUD STCS”) SHALL APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE “CONTRACTOR”). THESE CLOUD STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE CLOUD STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACT.

A. Definitions

“You” and “Your” refers to the ordering activity that has ordered Oracle Services from an authorized distributor (“Contractor”) under the Contract.

The term “Contract” refers to the Contractor’s Region 4 Education Service Center Contract.

The term “Oracle Software” means any software agent, application or tool that Oracle makes available to You for download specifically for the purpose of facilitating Your access to, operation of, and/or use with, the Services.

The term “Program Documentation” refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

The term “Service Specifications” means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in these Cloud STCs; (b) Oracle’s privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order as required by the Contractor. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

The term “Third Party Content” means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third party content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

The term “Users” means for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with these Cloud STCs and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers, or other third parties to access the Services to interact with You, such third parties will be considered “Users” subject to the terms of these Cloud STCs and Your order.

The term “Your Content” means all software, data (including Personal Data as that term is defined in the Data Processing Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under these Cloud STCs, Oracle Software, other

Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Content”. Your content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

B. Use of Services

Upon Contractor’s acceptance of Your order, Oracle will make the Oracle services listed in Your order (the “Services”) available to You pursuant to these Cloud STCs and Your order. Except as otherwise stated in these Cloud STCs or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order (the “Service Period”), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users’ compliance with these Cloud STCs and the order.

The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle’s prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the “Acceptable Use Policy”). In addition to other rights that Oracle has in these Cloud STCs and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

C. Ownership Rights and Restrictions

You and Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights to the Services, derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under Your order.

You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

You grant Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with these Cloud STCs and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by these Cloud STCs or Your order.

D. Term and Termination

Services shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with these Cloud STCs. These Cloud STCs will continue to govern any order for the duration of the Services Period of such order.

If You order Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will NOT automatically be extended for an additional Services Period of the same duration. To extend the Services, You must provide Contractor with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention to renew such Services and You execute an order modification or enter into a new order to renew such Services. The preceding sentence shall not apply if Contractor provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under these Cloud STCs or Your order.

If Oracle, the Contractor, or You breach a material term of Your order, including these Cloud STCs, and fails to correct the breach within 30 days of written specification of the breach, then a nonbreaching party may terminate the order under which the breach occurred. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching parties may agree in their sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your order or Your contract (including these Cloud STCs) with Contractor, You may not use those Services ordered

You may terminate the Contract or Your order at any time without cause by giving Contractor 30 days' prior written notice of such termination. Termination of the Contract will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if the Contract and these Cloud STCs were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of the Contract.

For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60-day retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

Provisions in these Cloud STCs that survive termination or expiration of the Contract are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

E. Fees and Taxes

Fees paid for Services performed are non-refundable, except as provided in these Cloud STCs or Your order. Fees for Services offerings are invoiced in arrears of the service performance. Fees for Services listed in an order are exclusive of taxes and expenses.

You agree and acknowledge that You have not relied on the future availability of any services, programs or updates in executing Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver services that You have ordered per the terms of these Cloud STCs.

F. Nondisclosure

By virtue of Your order and these Cloud STCs, Oracle, the Contractor and You may disclose to each other information that is confidential (“Confidential Information”). Confidential information shall be limited to the terms and pricing under these Cloud STCs and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Subject to applicable law, Oracle, the Contractor and You each agree not to disclose each other’s Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party’s disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under these Cloud STCs, and each party may disclose the other party’s Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content resident in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and these Cloud STCs are subject to applicable freedom of information or open records law. Should You receive a request under such law for Oracle’s Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle’s Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

G. Protection of Your Content

In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services ordered, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/corporate/contracts/cloud-services/>.

To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement), Oracle will furthermore comply with the applicable version of the *Oracle Data Processing Agreement for Oracle Cloud Services* (the “Data Processing Agreement”), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <http://www.oracle.com/dataprocessingagreement> and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and Oracle’s processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of these

Cloud STCs. You may disclose or transfer, or instruct Oracle to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer, Oracle is no longer responsible for the security, integrity or confidentiality of such content outside of Oracle.

Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

H. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is Oracle's warranty; nevertheless, it shall be accessed by You through the Contractor.

Oracle warrants that during the Services Period, Oracle will perform Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CONTRACTOR THE FEES FOR THE DEFICIENT SERVICES THAT CONTRACTOR PAID TO ORACLE FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT, AND CONTRACTOR WILL IN TURN REFUND TO YOU THE FEES FOR THE DEFICIENT SERVICES THAT YOU PAID TO CONTRACTOR FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. Limitation of Liability

IN NO EVENT SHALL YOU, THE CONTRACTOR, ORACLE OR ANY PARTY'S AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER YOUR ORDER), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE

EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOUR FROM CONTRACTOR UNDER SUCH ORDER.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THESE CLOUD STCS OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.

J. Intellectual Property Indemnification

If a third party makes a claim against You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify 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 Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority, and assistance 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 the fees the Recipient may have paid for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

The Provider will not indemnify the Recipient if the Recipient (a) alter the Material or use it outside the scope of use identified in the Provider's user documentation or Service Specifications, or (b) 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 Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on third Party Content or any Material from a third party portal or other source that is accessible or make available to Your within or by the Services (e.g. a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from a third party data providers, etc.

This Section J provides the parties' exclusive remedy for any infringement claims or damages.

K. Third Party Content, Services and Websites

The Services may enable You to link to, transmit Your Content or Third Party Content to, or otherwise access, third parties' web sites, platforms, content, products, services, and information ("Third Parties Services").

Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

Any Third Party Content Oracle makes accessible is provided on an “as-is” and “as available” basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as FacebookTM, YouTubeTM and TwitterTM, etc., depend on the continuing availability of such third parties’ respective application programming interfaces (APIs). Oracle may update, change or modify the Services under the Contract, as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or third party services without any liability to You or the Contractor. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Contract, these Cloud STCs or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

L. Service Monitoring, Analyses and Oracle Software

Oracle continuously monitors the Services to facilitate Oracle’s operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle’s product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as “Service Analyses”). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

Oracle may provide You with the ability to obtain certain Oracle Software for use with the Services. If Oracle provides Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of these Cloud STCs and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle’s notice (by web posting or otherwise) or the end of these Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by

the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by these Cloud STCs.

M. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern Your use of the Services (including technical data) and any services deliverables provided under Your order, and You and Oracle each agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

N. Force Majeure

Neither You, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either You, Contractor, or Oracle may cancel unperformed Services and affected orders upon written notice. This Section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

O. Assignment

You may not assign Your order or give or transfer the Services, or an interest in the Services, to another individual or entity.

P. Other

1. Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle.
2. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under these Cloud STCs and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under these Cloud STCs. The Contract (including these Cloud STCs) and Your order is entered exclusively between You and the Contractor. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of the Contract (including these Cloud STCs) and Your order.
3. Any notice required under your order shall be provided to the other party, and Oracle, in writing. Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record

in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

4. If any term of these Cloud STCs is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of these Cloud STCs.
5. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to these Cloud STCs may be brought by any party more than two years after the cause of action has accrued.
6. Prior to entering into an order governed by these Cloud STCs, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.
7. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of these Cloud STCs and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of these Cloud STCs or the applicable order(s). You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights.
8. The Uniform Computer Transactions Act does not apply to these Cloud STCs nor any order placed pursuant to them.
9. The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at <http://www.fcc.gov/cgb/consumerfacts/trs.html>, and a list of telephone numbers is available at <https://www.fcc.gov/general/telecommunications-relay-services-directory>. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Services provided under these Cloud STCs.

10. Internet Protocol version 6 (IPv6). Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the Contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Cloud STCs.
11. If any document incorporated by reference into these Cloud STCs contains a provision (a) allowing for the automatic termination of Your Services; or (b) allowing for the automatic renewal of Services and/or fees, then such terms shall not apply.

Education Services Agreement

This agreement sets forth terms and conditions between you and Mythics, Inc. regarding the purchase of Oracle Education Services.

A. All purchases of training services and products are non-refundable. All fees payable to Mythics are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Mythics must pay based on the programs and/or services you ordered, except for taxes based on Mythics income. If your organization is tax exempt, please provide Mythics with a copy of your tax exemption form with your order.

B. This Agreement incorporates by reference the Oracle University Terms and Policies, which may be viewed at <https://resellereducation.oracle.com/tandc?country=US&version=1?> , (the "Oracle University Terms and Policies").

C. Travel and Expenses for Oracle personnel for on-site training courses will be reimbursed upon completion of each course. In lieu of actual receipts, an itemized breakdown of expenses will be provided upon request.

D. Force Majeure: Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other events outside of the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

E. You and Mythics agree that the terms and pricing of this agreement and accompanying quotation may not be disclosed without the other's prior written consent.

F. You agree that this Quotation and Education Services Agreement is the complete agreement for the Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement shall supersede the terms in any purchase order or other non-Mythics ordering document and no terms included in any such purchase order or non-Mythics ordering document shall apply to the Services ordered. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Mythics.

G. Any third-party firms retained by you to provide computer consulting services are independent of Oracle and are not Oracle's agents and Oracle is not liable nor bound by any acts of any such third party firm. Oracle is not required to perform any obligations or incur any liabilities not expressly agreed to in this agreement between you and Mythics. Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein.

H. You agree that you have not relied on the future availability of any software programs or updates in entering into this agreement and that Oracle is a third party beneficiary of this agreement.

I. The Uniform Computer Information Transactions Act shall not apply to this agreement.

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

SHI Government Solutions, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and SHI Government Solutions, Inc. (hereinafter “Vendor”), with its principal place of business at 1301 South MoPac Expressway Ste. 375 Austin, TX 78746.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-404, on 6/08/2017, for Value Added Software Resellers. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-404 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-404, including all addenda; and Exhibit 2, DIR-TSO-TMP-404, including all addenda; Exhibit 3, Eligible Customer Exceptions; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 3, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. **Prior to expiration of the original term, the contract will renew automatically in two year increments for two additional years, for a total of six years (6), under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.** Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to *Microsoft Products* as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to *Software services*, plus related technical *services* as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Victoria Pubylski
SHI Government Solutions, Inc.
1301 South Mo-Pac Expressway, Suite 375
Austin, Texas 78746
Phone: (512) 582-6724
Fax: (512) 732-0232
Email: Victoria_Pubylski@shi.com

7. Software License Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Vendor Shrink/Click Wrap License Agreements, Vendor Service Agreements or linked or supplemental Vendor documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer. The foregoing requirements do not apply to contracts between Customer and a software publisher.

8. Eligible Customers

Vendor is authorized to sell awarded products and related services to all eligible DIR customers, excluding Texas state agencies. Exceptions to this provision are noted in Exhibit 3, Eligible Customer Exceptions. **Appendix A, Standard Terms and Conditions for Product and Related Services Contracts, Section 3, Definitions Customer** is hereby restated in its entirety and replaced as follows:

A. Customer - any unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;

- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

9. Change of Channel Partner

For all agreements, enrollments and tenant enrollments associated with DIR's Data Center Services (DCS) program, and any other Texas state agency, the authorized Reseller and Channel Partner transition to a new value-added reseller will be effective on the date stated in the Change of Channel Partner and Change of Direct and Large Account Reseller amendments executed by all Parties. Vendor agrees to sign and return the Change of Channel Partner amendments within 5 days of receipt.

10. Authorized Exceptions

1. Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

B. Contract, Section 3, Definitions, B) Compliance Check is hereby restated in its entirety as follows:

B) Compliance Check – an audit of Vendor's, to the extent reasonably necessary, to verify performance hereunder. Vendor's audit may be performed by, but not limited to, a third-party auditor, DIR Internal Audit department, DIR contract management staff or their designees.

C. Contract, Section 5, Intellectual Property Matters, Section A Definitions, Item 1, Work Product is hereby restated in its entirety as follows:

1) "Work Product" means any and all tangible and intangible output of Vendor's Services produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed for Customer, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, flow charts, notes, writings, data, information, multimedia files, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) any copies, and similar or derivative works to any of the foregoing, (iii) documentation and materials, and (iv) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is

completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

D. Contract, Section 5, Intellectual Property Matters, A Definitions, Item 2) “Intellectual Property Rights” is hereby restated in its entirety as follows:

2) “Intellectual Property Rights” means the worldwide legal rights or interests evidenced by or embodied in: (i) any compilations, diagrams, layouts, mask works, idea, design, concept, personality right, method, process, formula, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how, show-how, research and development; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any software (including routines and sub routines, trademark, service mark, logo, Confidential Information, pre-existing and independently developed materials, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

E. Contract, Section 5, Intellectual Property Matters, A Definitions, Item 5) “Vendor IP” is hereby restated in its entirety as follows:

5) “Vendor IP” shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things do not include (i) any Confidential Information of Customer; or (ii) any ideas, concepts, know-how, skills, methodologies, or techniques which (A) are developed solely by Customer, or (B) are unique to Customer or its applications and are developed for inclusion in the Work Product.

F. Contract, Section 5, Intellectual Property Matters, B Ownership is hereby restated in its entirety as follows:

Vendor owns all right, title, and interest the Vendor IP. As between Vendor and Customer, and upon payment by Customer, of any undisputed invoice of vendor directly related to a specific element of work product, that absent of the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. Subject to Vendor’s confidentiality obligations to customer; Nothing in this Contract precludes Vendor from providing services similar to those described in this Contract or any Statement of Work to any other customers. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a

joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all necessary and relevant Vendor materials, premises and computer files containing the Work Product Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third-Party IP, except as may be incorporated in the Work Product by Vendor.

G. Contract, Section 5, Intellectual Property Matters, G) Return of Materials Pertaining to Work Product is hereby restated in its entirety as follows:

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things necessary to the understanding and operation of the work product and all things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Contract, Section 5, Intellectual Property Matters, K) License to Customer is hereby restated in its entirety as follows:

If Vendor includes any Vendor IP, then Vendor grants to Customer, a limited, perpetual, irrevocable, royalty free, non-exclusive license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP, solely to the extent such Vendor IP is necessary to use the Work Product, embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

I. Contract, Section 5, Intellectual Property Matters, L) Vendor Development Rights is hereby restated in its entirety as follows:

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such. Customer shall not and shall not permit any affiliates or third party to translate, reverse engineer, decompile, recompile, update, or modify any Vendor IP. If Customer provides any input, comments or suggestions regarding the Services, Vendor IP, or Vendor's business or technology

plans, including comments or suggestions regarding the possible creation, development, modification, correction, improvement or enhancement of the Services or Vendor IP (collectively “Feedback”), then Customer shall grant and hereby grants Vendor a perpetual, nonexclusive, world-wide, royalty free, license to use such Feedback without restriction.

J. Contract, Section 10, Vendors Responsibility, A Indemnification, Item 3

Infringements is hereby restated in its entirety as follows:

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any direct damages arising from all third party claims that the Work Product involve infringement of any United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor’s written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer’s specific instructions, (iv) any intellectual property right owned by or licensed to Customer, (v) Customer’s combination or use of the Work Product or Service with software, services, or products developed by Customer or third parties or (vi) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor’s sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer’s use is non-infringing, or (iii) replace the Work Product or Services at no cost to Customer with non-infringing substitutes provided that the substitutes do not entail a material diminution in function in Customer’s reasonable estimation.

(Remainder of page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

SHI Government Solutions, Inc.

Authorized By: Signature on File

Name: Natalie Castagno

Title: Director of Response Team

Date: 2/20/2018

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 2/21/2018

Office of General Counsel: David Brown
Signature on File 2/21/2018

Exhibit 3 to DIR-TSO-4092
Eligible Customers Exceptions

Vendor is authorized, through the applicable agreement end date stated below, to conduct all business necessary to meet agency requirements of current and existing Microsoft Enterprise License Agreements (EA) for the following agencies and pertaining to the agency's agreement numbers listed herein.

Agreement Number	Primary Customer Name	Primary Public Customer Number	Program	License Agreement Type	Agreement Status	Agreement Start Date	Agreement End Date
5069791	Texas Health & Human Services Commission on behalf of itself and its affiliates	B7FF95C2	Enterprise Subscription 6	Government	Active	12/1/2015	11/30/2018
6365385	Texas HHS Commission on behalf of itself and its affiliates-5069791-HHSC Test Tenant	B34833B3	Enterprise Subscription 6	Government	Active	12/1/2015	11/30/2018
4944569	Texas Legislative Council	9C6CED4B	Enterprise 6	Government	Active	12/1/2015	11/30/2018
5000039	Texas Legislative Council	BF449D30	Enterprise 6	Government	Active	12/1/2015	11/30/2018
7617237	Texas Medical Board	905EB7DD	Enterprise 6	Government	Active	1/1/2016	12/31/2018
5679409	Texas Office of Court Administration	AB73A50F	Enterprise 6	Government	Active	1/1/2016	12/31/2018
6609840	Texas Office of Court Administration	BAC04E4C	Enterprise 6	Government	Active	1/1/2016	12/31/2018
7610597	TX Commission on Fire Protection	8F83B4A3	Enterprise 6	Government	Active	8/28/2015	8/31/2018



**Request for Proposal (“RFP”)
El Paso Water RFP93-19**

**Customer Information System (CIS)
Implementation**

**Attachment C:
Pricing and Resourcing Worksheet**

November 22, 2019



Values are to be entered into the gold filled fields only. The other fields have formulas that automatically update.

Hours per Month 160

Pricing Worksheet - Solution Implementer Hours	Project Total FTE Months	On-Shore/On-Site FTE Months	Off-Shore FTE Months	Project Total Hours	On-Shore/On-Site Hours	Off-Shore Hours
Analytics	93	16	77	14,880	2,560	12,320
Controls	-	-	-	-	-	-
Conversion	92	27	65	14,720	4,320	10,400
Cutover Management	6	6	-	960	960	-
Design	194	110	84	30,960	17,520	13,440
Dev	207	20	187	33,140	3,200	29,940
OCM	20	20	-	3,200	3,200	-
Project Management	44	23	21	7,040	3,640	3,400
Stabilization	63	28	35	10,080	4,440	5,640
Tech Arch	46	38	8	7,320	6,040	1,280
Test	292	54	238	46,700	8,560	38,140
Training	46	2	44	7,360	320	7,040
				-	-	-
				-	-	-
TOTAL SI FTE Months/Hours	1,102	342	760	176,360	54,760	121,600

Pricing Worksheet - Solution Implementer Staff Costs	Total Price	On-Shore/On-Site Price	Off-Shore Price	Comments
Analytics	\$ 661,920	\$ 292,320	\$ 369,600	This includes Reports development using C2M database
Controls	\$ -	\$ -	\$ -	
Conversion	\$ 920,544	\$ 639,893	\$ 280,651	
Cutover Management	\$ 150,365	\$ 150,365	\$ -	
Design	\$ 3,427,339	\$ 2,589,273	\$ 838,066	
Dev	\$ 1,819,987	\$ 304,435	\$ 1,515,552	
OCM	\$ 748,800	\$ 748,800	\$ -	
Project Management	\$ 746,965	\$ 568,881	\$ 178,084	
Stabilization	\$ 744,420	\$ 474,849	\$ 269,572	
Tech Arch	\$ 1,038,480	\$ 979,668	\$ 58,812	
Test	\$ 2,139,132	\$ 872,154	\$ 1,266,978	
Training	\$ 415,448	\$ 22,448	\$ 393,000	
RPA	\$ 200,000	\$ -	\$ 200,000	This includes License Fees 12k per use case , build and test for 5 medium complexity automations. Subscription charges for the OCR to scan documents will be separate @US\$ 0.07 per page
Software and Tools				

Other Fees	\$ -		
Expenses	\$ 563,932	\$ -	\$ -
Total SI Cost	\$ 13,577,332	\$ 7,643,085	\$ 5,370,315

Pricing Worksheet - Solution Implementer Other Fees	Price
Cost Item	\$ -
Cost Item	\$ -
Cost Item	\$ -
Cost Item	\$ -
Cost Item	\$ -
Total Other Cost	\$ -

Pricing Timeline	Total	Year 1	Year 2	Year 3	Year 4	Year 5
Analytics	\$ 661,920	\$ 561,600	\$ 100,320	\$ -	\$ -	\$ -
Controls	\$ -			\$ -	\$ -	\$ -
Conversion	\$ 920,544	\$ 672,767	\$ 247,777	\$ -	\$ -	\$ -
Cutover Management	\$ 150,365	\$ -	\$ 150,365	\$ -	\$ -	\$ -
Design	\$ 3,427,339	\$ 2,782,050	\$ 645,289	\$ -	\$ -	\$ -
Dev	\$ 1,819,987	\$ 1,322,650	\$ 497,337	\$ -	\$ -	\$ -
OCM	\$ 748,800	\$ 449,280	\$ 299,520	\$ -	\$ -	\$ -
Project Management	\$ 746,965	\$ 526,680	\$ 220,285	\$ -	\$ -	\$ -
Stabilization	\$ 744,420	\$ -	\$ 744,420	\$ -	\$ -	\$ -
Tech Arch	\$ 1,038,480	\$ 823,176	\$ 215,303	\$ -	\$ -	\$ -
Test	\$ 2,139,132	\$ 1,479,744	\$ 659,388	\$ -	\$ -	\$ -
Training	\$ 415,448	\$ 294,806	\$ 120,642	\$ -	\$ -	\$ -
RPA	\$ 200,000		\$ 200,000	\$ -	\$ -	\$ -
Software		\$ -		\$ -	\$ -	\$ -
Other Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses	\$ 563,932	\$ 503,932	\$ 60,000	\$ -	\$ -	\$ -
TOTAL	\$ 13,577,332	\$ 9,416,685	\$ 4,160,646	\$ -	\$ -	\$ -



MILESTONE
UTILITY SERVICES



Customer Self-Service (CSS) SAAS Pricing

April 21st, 2020

The information contained within this document is proprietary to Milestone Utility Services Inc and is confidential. It may not be disclosed to any party outside its intended audience without the written permission of MUSI. This document may not be reproduced, either by photocopy or electronically without the written permission of MUSI. Every recipient of this document acknowledges, by retention and use, the confidential nature of the material contained herein, and agrees to prevent the distribution of this document, by intent or otherwise, beyond its intended audience.

Table of Contents

1	Cover Letter	1
2	SAAS Pricing	Error! Bookmark not defined.

1 Cover Letter

Attention: Werner Kouda, Project Manager
El Paso Water – Public Service Board
1154 Hawkins Boulevard
El Paso, TX 79925

RE: Request for Qualifications – Customer Self-Service (CSS) SAAS Pricing

Werner and EPW (and TMG),

Milestone Utility Services, Inc. (Milestone) is pleased follow up on the following item from your request via email on April 21st, 2020

1. *Final SAAS pricing for the EPW Board approval*

The Milestone ePortal, offers **single sign-on** customer self-service and would ensure a **consistent, effective customer experience** with a **responsive design** across all devices for utility customers. ePortal was designed to decrease the number of calls coming into the call center and allow customers to intuitively navigate and self-serve. In addition to exceeding El Paso Water's digital self-service requirements, our team has the necessary **Oracle CC&B/C2M** integration and configuration expertise and ePortal has a **pre-built CC&B/C2M adapter**. Some additional highlights about Milestone's utility billing and customer service functional and technical expertise include:

- *17 years in business, Privately-owned Minority owned business with a 100% client reference ability*
- *Consultants nationwide with collective centuries of utility, CIS, Oracle Utility Suite, and integration experience*
- *Diverse, deep understanding of both traditional utility processes and modern technology*
- *Flexible Commercial and support models tailored to our customers' needs*

We look forward to the opportunity to serve El Paso Water with our enhanced customer self-service portal. Your direct point-of-contact is Chris Boeke, available via email at cboeke@musiusa.com or phone at (812) 618-6161. Thank you for considering Milestone ePortal from Milestone Utility Services.

Respectfully,



Chris Boeke, Milestone Partner and Chief Customer Officer

2 SAAS Pricing

As presented in the updated follow up questions in March, Milestone provide the following table with SAAS proposed pricing. Upon clarification over the last couple of weeks that EPW's requirements are going base/configuration, EPW has selected to go with Software As A Service. Our SAAS pricing is \$213,150. Annual escalators of 2% or COLA (whichever is less) will apply annually thereafter.

Regarding our standard SAAS implementation which is usually 4-5 months, day 1 the first year SAAS costs usually apply. However, knowing that this implementation is tied to C2M (targeted for 4Q2021), we are ready to work on a payment model that starts with a payment Day1 and then syncs with a couple key milestones throughout the integrated plan.

Service implementation fees remain the same at \$350K less the 2% BAFO (reduction of \$7K).

In the SaaS Model all **License Fees, Maintenance, Managed Services and Infrastructure** are included in the subscription price. The price is an **annual** fee with a 3-year commitment and 2 annual one year renewals. Again, you can see all the included services in the SAAS column below.

	Cost Component	On Prem	IaaS	SaaS
Software	ePortal Perpetual License (one-time)	\$215,000	\$215,000	*
	ePortal Annual Maintenance(20%)	\$43,000	\$43,000	*
	ePortal Subscription (annually) years 1-5	*	*	\$213,150
Infrastructure	Hardware and Database licenses (one-time purchase)	Client Responsibility	*	*
	Hardware and Database (annual maintenance)	Client Responsibility	*	*
	AWS Infrastructure Subscription(annually)	*	\$11,000	*
Implementation Services	Base Milestone ePortal Implementation	\$300,000	\$300,000	\$300,000
	Payment Vendor Integration	\$25,000	\$25,000	\$25,000
	Bill Image Integration	\$25,000	\$25,000	\$25,000
	AWS Cloud Service set up (one-time)		\$30,000	*
Managed Services	Application Managed Services(annually)	\$100,000	\$100,000	*
	Configuration Management	included	included	included
	System Notification Management	included	included	included
	System Role and Content Management	included	included	included
	Source Code Management/code Migration	included	included	included
	Usage Performance Metrics, Monitoring and Improvements	included	included	included
	ePortal Upgrade Services	included	included	included
	Application Monitoring, 24x7 Support	included	included	included
	Service Level Agreement and Management	included	included	included
	Infrastructure Managed Services	included	included	included
	Environment Set up, Configuration and Management	included	included	included
	High Availability and DR	included	included	included
Patch Administration (OS, AS, Java)	included	included	included	



KLOUDGIN ORDER FORM

This order form (this "Order Form") is executed between KloudGin, Inc., (hereafter "KloudGin") and the Company identified below and serves as a binding and non-cancelable order for the services specified herein.

Prepared For: El Paso Water	Bill To: El Paso Water
Order #: EPW0001	Date:
Name: Rose Guevara	Name:
Company: El Paso Water	Company: El Paso Water
Address: 1144 HAWKINS BLVD, EL PASO, TX 79925	Address: 1144 HAWKINS BLVD, EL PASO, TX 79925
Phone:	Phone:
Email: rguevara@epwater.org	Email:

KloudGin Products & Services

KloudGin Product Name/ SKU #	Description	Min # of Users	# of Users Ordered	Price/User /Month (USD)	Monthly Price (USD)	Term (Months)	Price
KloudGin Intelligent Field Service Cloud Enterprise Edition (SKU: FSMEE)	Includes Mobile Workforce Management Lite, Service Order Management, Mobile Inventory Management only.	25	25	\$117.88	\$2,947	36	\$106,092
SANDBOX	Sandbox #1: Development	1	1	\$2,400	\$2,400	34	\$81,600
SANDBOX	Sandbox #2: Workshop & QA	1	1	\$2,400	\$2,400	18	\$43,200
SANDBOX	Sandbox #3: Training	1	1	\$2,400	\$2,400	10	\$24,000
SANDBOX	Sandbox #4. UAT	1	1	\$2,400	\$2,400	13	\$31,200
PRODUCTION	Productions (Included In Base Subscription)	1	1	\$0	\$0	36	\$0
KloudGin Intelligent Field Service Cloud Enterprise Edition (SKU: FSMEE)	Includes Mobile Workforce Management Lite, Service Order Management, Mobile Inventory Management only. (Starting: July 1, 2021)	25	75	\$117.88	\$8,841	24	\$212,184



KloudGin Cross Connection & Backflow 5 user pack (SKU: BACKFLOWSE)	Cross Connection automation application for mid-size water utility 1 pack = 5 users	1	1	\$1,813	\$1,813	36	\$65,268
KloudGin Web Services – Standard	Includes up to 35000 transactions per month from applications using published KloudGin Web Services. Required for the deployment of any application using KloudGin Web Services, including KloudGin Partner or other 3 rd Party applications	1	1	included	included	36	\$0
Premium Support (SKU: PREMSUPP)	24x7 support, dedicated support rep, configuration management, guaranteed SLAs and more. https://www.kloudgin.com/slasupportterms.html			20% of User SaaS Fees		36	\$112,708.80
Total SaaS Fees during Term							\$676,252.80

- ** Included: Production Cloud environment
- ** Included: Data Storage: 5GByte
- ** Included: File Storage: 10Gbyte

PURCHASE AND LICENSE TERMS

1. This Order Form is subject to the KloudGin Terms of Service (the “Terms”) located at www.kloudgin.com/endusertermsandconditions/termsofservice.pdf, as amended from time to time or other Terms of Service agreed to in writing by KloudGin and Company, which are incorporated herein by this reference. Company represents that it has reviewed the Terms and expressly agrees to their incorporation into this Order Form, and in their then-current form on the date of any renewal of this Agreement. This Order Form will remain in effect until all



User subscriptions ordered hereunder have expired or have been terminated.

2. Term: July 1, 2020 to June 30, 2023
3. Payment terms: Net 30. Subscription fee's will be invoiced annually as follows:
 - a. Year 1: July 1st, 2020 in amount of \$126,144.00 for period: July 1, 2020 to June 30, 2021
 - b. Year 2: July 1st, 2021 in amount of \$319,694.40 for period: July 1, 2021 to June 30, 2022
 - c. Year 3: July 1st, 2022 in amount of \$230,414.40 for period: July 1, 2022 to June 30, 2023
4. Additional fees will be required for overages for Users, Sandbox environment, Storage, SMS messaging, Dedicated SMS Code charges.
 - o Each Additional Partial Sandbox environment will cost: \$2,400/month per environment.
 - o Additional storage will be charged at (15c/ GB/ month as of the subscription start date), invoiced annually. SMS messaging, Dedicated SMS code charges will be billed extra based on actual usage.
 - o Any additional licensing charges from third party solutions being used by the Company to use their web services, APIs or sandbox environments in conjunction with KloudGin integration are not included. It will be the responsibility of 'Company' to contract with these 3rd party vendors.
 - o Excess users over the ordered quantities in the KloudGin Products and Services table will be accrued from the beginning of the month when the overage first occurred and will be invoiced at the end of the quarter for the remaining Term of the contract. Company can provide 60 days written notice and reduce the number of users effective from the next annual renewal date
5. KloudGin may increase the annual fees for the Products and Services for any renewal term, subject to an increase which shall not exceed five percent (5%) of the previous year's fees paid by Company for the relevant Product or Service. Notwithstanding the forgoing, KloudGin will offer two subsequent renewal terms of 12 months each as follows:
 - a. 1st Renewal Term; July 1, 2023 - June 30, 2024. The Annual Subscription Fees will not exceed more than 5% of the Year 3 Subscription Fees of the Term, if the Products and Services are maintained as follows: 100 Users of FSMEE, 1 Pack of BACKFLOWSE, 1 SANDBOX, and PREMSUPP.
 - b. 2ND renewal term; July 1, 2024 – June 30, 2025. The Annual Subscription Fees will not exceed more than 5% of the 1st Renewal Term Subscription Fees, if the Products and Services are maintained as follows: 100 Users of FSMEE, 1 Pack of BACKFLOWSE, 1 SANDBOX, and PREMSUPP.
6. For purchase of additional users, a Price Hold is offered per Exhibit 1 for a period equal to the Term
7. Sandbox environment initiation dates for the four Sandboxes contained in KloudGin Products and Services are as follows:
 - a. Sandbox #1 on October 1, 2020 – August 1, 2023: Development
 - b. Sandbox #2 on December 1, 2020 – June 1, 2022: Workshop & QA
 - c. Sandbox #3 on September 1, 2021 – July 1, 2022: Training
 - d. Sandbox #4 on June 1, 2021– July 1, 2022: UAT
 - e. Notwithstanding the forgoing initiation dates, Company can adjust the initiation date of any Sandbox environment within the Term, in accordance with changes in the implementation schedule, and the number of months per Sandbox environment will remain constant.



- 8. Fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.
- 9. The Order Form shall become binding and non-cancelable upon execution by both parties.

EXHIBIT 1: PRICING SCHEDULE (FOR ADDITIONAL PRODUCTS)

Product/SKU	Price Per User Per Month
KloudGin Intelligent Field Service Cloud Enterprise Edition (SKU: FSMEE) for users 1-100	\$117.88
KloudGin Intelligent Field Service Cloud Enterprise Edition (SKU: FSMEE) for users 101-300 users.	\$115.26
KloudGin Cross Connection & Backflow 5 user pack (BACKFLOWSE)	\$1,813.60 (pack)
KloudGin Premium Support (PREMSUPPORT)	20% of Annual SaaS fees

*Additional Users can be added in increments of 10, Packs can be added in increments of 1

IN WITNESS WHEREOF, the parties hereto have caused this Order Form to be executed by their duly authorized officers or representatives as of the last signature date below.

KloudGin	COMPANY
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: