

# Contract Abstract

## Contract Information

Contract & Solicitation Title:

Contract Summary:

Contract Number:  Solicitation Number:  Requisition Number:

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date):

Type of Contract/PO:  **Requires Council Legislation:**  **Yes**

**High Risk Contract** (Per Finance Department Contract Risk Management Policy):  **Yes**

**Sexual Harassment Training Required** (per BL2018-1281):  **Yes**

Estimated Start Date:  Estimated Expiration Date:  Contract Term:

Estimated Contract Life Value:  Fund:\*  BU:\*

(\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms:  Selection Method:

Procurement Staff:  BAO Staff:

Procuring Department:  Department(s) Served:

## Prime Contractor Information

Prime Contracting Firm:  ISN#:

Address:  City:  State:  Zip:

Prime Contractor is a : SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)

Prime Company Contact:  Email Address:  Phone #:

**Prime Contractor Signatory:**  **Email Address:**

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

Amount:  Percent, if applicable:

*Equal Business Opportunity (EBO) Program:*

MBE Amount:  MBE Percent, if applicable:

WBE Amount:  WBE Percent, if applicable:

*Federal Disadvantaged Business Enterprise:*

Amount:  Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring):

## Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<input type="text" value="Mythics, Inc."/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text" value="93.00"/>	<input type="text" value="\$45,390,995.00"/>	<input type="text" value="Awarded"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>



## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Mythics, LLC** ("CONTRACTOR") located at **4525 Main Street, Suite 1500, Virginia Beach, VA 23462**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
- *Exhibit A – Mythics License Services Agreement (MLSA HWSW)*
- *Exhibit B – Mythics Cloud Services Agreement (MCSA)*
- *Exhibit C – Pricing*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Oracle Software Licensing, Support and Maintenance as outlined in Exhibits A (Mythics License Services Agreement (MLSA HWSW) and Oracle Cloud Services as outlined in Exhibit B (Mythics Cloud Services Agreement (MCSA) (collectively, the "Oracle Terms and Conditions") using the pricing shown in Exhibit C. The Oracle Terms and Conditions shall take precedence for all matters pertaining to Oracle.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO. METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

### 3. CONTRACT TERM

#### 3.1. Contract Term

The Contract Term will begin on the date (the "Effective Date") of 10/04/2023, or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end (120) months from the Effective Date.

In no event shall the term of this Contract exceed one hundred and twenty (120) months from the Effective Date.

### 4. COMPENSATION

#### 4.1. Contract Value

This Contract has an estimated value of \$70,000,000.00. The pricing details are included in Exhibit C and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

#### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

#### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit C of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract.

#### **4.4. Intentionally Omitted**

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#### **4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

#### **4.6. Invoicing Requirements**

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract in accordance with the termination clauses contained in the Exhibit A MLSA HWSW and Exhibit B MCSA Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

### 5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

This clause is not intended to apply to orders currently in effect at the time of termination of this Contract. Those orders will be delivered and paid in accordance with the terms and conditions in effect at the time of order.

## 6. NONDISCRIMINATION

### 6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### 6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### 6.3. Equal Business Opportunity (EBO) Program Requirement

Equal Business Opportunity (EBO) Program is not applicable in the execution of this Contract.

### 6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### 6.5. Americans with Disabilities Act (ADA)

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 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 (VP AT) available at [www.oracle.com/accessibility](http://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 VP AT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at [accessible\\_ww@oracle.com](mailto: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 + 1.605.224.183 7. 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 agreement. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VP A Ts. Product direction remains at the sole discretion of Oracle.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ or Contract number on the ACORD document.

### **7.2. Products Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.3. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.4. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

### **7.6. Technological Errors and Omissions Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.7. Cyber Liability Insurance**

In the amount of four million (\$4,000,000.00) dollars.

### **7.8. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by

the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

#### **7.9. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractors to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

### **8. GENERAL TERMS AND CONDITIONS**

#### **8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

#### **8.2. Warranty**

All Warranty information is contained in the attached Exhibit A MLSA HWSW and Exhibit B MCSA.

#### **8.3. Software License – Intentionally Deleted**

#### **8.4. Confidentiality**

Confidentiality information is contained in the attached MLSA (Section K. Nondisclosure) or MCSA (Section F. Nondisclosure) and the associated supported documents referenced within those sections and shall be pursuant to Tennessee Code Annotated §10-7-504.

#### **8.5. Information Ownership – Intentionally Deleted**

#### **8.6. Information Security Breach Notification – Intentionally Deleted**

#### **8.7. Virus Representation and Warranty – Intentionally Deleted**

### **8.8. Copyright, Trademark, Service Mark, or Patent Infringement**

All Patent Infringement information is contained in the attached Exhibit A MLSA HWSW and Exhibit B MCSA .

### **8.9. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors. For the avoidance of doubt, this section does not apply to Oracle America, Inc. as the supplier of the programs, hardware, and cloud services.

### **8.10. Monitoring – Intentionally Deleted**

### **8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty Free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

### **8.12. Modification of Contract**

In the event of a change to the distribution agreement between Mythics and Oracle, changes to the license definitions and rules and/or changes to the Global Price Lists, Mythics may submit such changes as Oracle requires under Oracle's distribution agreement in writing to Metro Nashville for review. Metro Nashville shall have thirty (30) days to accept or reject those changes. In the event Metro Nashville accepts the new terms and conditions, Metro Nashville shall notify Mythics in writing of such acceptance and the parties will execute an Amendment to the Contract to incorporate such changes. If Metro Nashville rejects the proposed changes or fails to respond to Mythics' request within thirty (30) days of receiving notice from Mythics, Mythics may terminate this Contract. This Contract may be

modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

### **8.13. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

### **8.14. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

### **8.15. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

### **8.16. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations to the extent they impose requirements directly upon Contractor in its role as the reseller in the performance of its obligations under this Agreement.

### **8.17. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

### **8.18. Israel Anti-Boycott Act**

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

### **8.19. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

### **8.20. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,



auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

### **8.21. Indemnification and Hold Harmless**

All Indemnification information is contained in the attached Exhibit A MLSA HWSW and Exhibit B MCSA .

### **8.22. Attorney Fees – Intentionally Deleted.**

### **8.23. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

**NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:**

**PRG@NASHVILLE.GOV (preferred method)  
OR  
METRO PURCHASING AGENT  
DEPARTMENT OF FINANCE  
PROCUREMENT DIVISION  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

### **8.24. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

### **8.25. Force Majeure**

All Force Majeure information is contained in the attached Exhibit A MLSA HWSW and Exhibit B MCSA .

### **8.26. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.27. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**8.28. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

**8.29 Contractor Limitation of Liability**

To the extent allowed by laws of the state of Tennessee, Contractor's total liability under this agreement, for any cause of action whatsoever, shall be limited to the amount of 2X actual fees paid by the authorized user(s) under this contract for the particular software, and/or service with respect to which the relevant claim arose during the twelve (12)-month period immediately prior to the event, act, or omission giving rise to such liability. For the avoidance of doubt, Oracle will only be liable to the extent described in the Oracle supplemental terms.

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Contract Number: **6529836**

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: **Mythics, LLC**

Attention: **Randy Dorsay**

Address: **4525 Main Street, Suite 1500 Virginia Beach, VA 23462**

Telephone: **757-963-5493**

Fax:

E-mail: **rstageberg@mythics.com**

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: **CORPORATION SERVICE COMPANY**

Attention: **Mythics, LLC**

Address: **2908 POSTON AVE NASHVILLE, TN 37203-1312 USA**

Email: **slccontracts@mythics.com**

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**Notices & Designations**  
**Department & Project Manager**

<b>Contract Number</b>	6529836
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	ITS
<b>Attention</b>	Dawn Clark
<b>Address</b>	700 President Ronald Reagan Way - Suite 301 Nashville, TN 37210
<b>Telephone</b>	615-862-6033
<b>Email</b>	Dawn.Clark@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

<b>Project Manager</b>	Dawn Clark
<b>Title</b>	IS Assistant Director
<b>Address</b>	700 President Ronald Reagan Way - Suite 301 Nashville, TN 37210
<b>Telephone</b>	615-862-6033
<b>Email</b>	Dawn.Clark@nashville.gov

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter nine of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter nine of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>


Contract Number 6529836

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

  
\_\_\_\_\_  
Dept. / Agency / Comm. Head or Board Chair.      *gn*  
\_\_\_\_\_  
Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

*Michelle R. Hernandez Lane*  
\_\_\_\_\_  
Purchasing Agent      *MLC*  
\_\_\_\_\_  
Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

  
\_\_\_\_\_  
Director of Finance      *EJ*  
\_\_\_\_\_  
BA

**APPROVED AS TO FORM AND LEGALITY:**

*Macy Amos*  
\_\_\_\_\_  
Metropolitan Attorney      *LB*  
\_\_\_\_\_  
Insurance

**FILED BY THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk      \_\_\_\_\_  
Date

**CONTRACTOR:**

*Mythics, LLC*  
\_\_\_\_\_  
Company Name

*Deonte J. Watters*  
\_\_\_\_\_  
Signature of Company's Contracting Officer

*Deonte J. Watters, CCMAP*  
\_\_\_\_\_  
Officer's Name

*Vice President, Contracts*  
\_\_\_\_\_  
Officer's Title



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**Mythics License and Services Agreement – MLSA Version HWSW 0319**

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**A. Agreement/Definitions**

This Agreement is between you and Mythics, LLC ("Mythics"), an authorized Oracle Value Added Reseller. "You" and "your" refers to the individual or legal entity that has executed this agreement ("agreement") and ordered Programs and/or Services from Mythics. 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 "Program documentation" refers to the Program user manual and program installation manuals. The term "Programs" refers to the software owned or distributed by Oracle America, Inc. ("Oracle") which you have ordered, Program documentation, and any Program updates acquired through technical support. For all program licenses, the "commencement date" is the date of shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required. The period of performance for all services for the Programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required. The term "Services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered. The term "end user license agreement" refers to this agreement granting you the right to use the Programs and/or Services. The term "Hardware" is defined as the Hardware equipment, including components, options and spare parts. The term "Operating System" refers to the software that manages Hardware for Programs and other software. 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 and agree to pay additional fees. The term "Products" refers to Programs, Hardware, Integrated Software and Operating System. Oracle is a third party beneficiary of this agreement.

**B. Applicability of Agreement**

This agreement is valid for the order to which this agreement accompanies or to which it is specifically incorporated into by reference.

**C. Rights Granted**

Upon Mythics' acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the Programs, Hardware, Operating System, the Integrated Software, and the Integrated Software Options and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the Programs on your behalf for the purposes set forth in this agreement, subject to the terms of this agreement, and you are responsible for their compliance with this agreement 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 under this agreement. Oracle may deliver source code as part of its standard shipment for particular Programs, Operating System, Integrated Software, or Integrated Software Options; all Oracle source code is subject to the terms of the agreement. Your use of the Programs, Hardware, Operating System, the Integrated Software, and the Integrated Software Options is limited to use by the legal entity that executes this Agreement. If accepted, Mythics will notify you and this notice will include a copy of your agreement. Program documentation is delivered with the Programs, or you may access the documentation online at <http://oracle.com/contracts>. Services are provided based on Oracle's policies for the applicable Services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support Services, which are as specified in section H of this agreement). Upon payment for Services, you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle or Mythics and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document.

The Services provided under this agreement may be related to your license to use Programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such Programs. Any Services acquired from Oracle or Mythics are bid separately from such program licenses, and you may acquire either Services or such Program licenses without acquiring the other.

**D. Ownership and Restrictions**

Oracle or its licensors retain all ownership in the intellectual property rights to the Programs, Hardware, the Operating System, Integrated Software, and Integrated Software Options. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from Services provided by Oracle. Title to



## Mythics License and Services Agreement – MLSA Version HWSW 0319

the Programs, Operating System, Integrated Software and/or Integrated Software Options is retained by Oracle and shall not pass to you or any third party. You are prohibited from duplicating the Programs, Operating System, Integrated Software and/or Integrated Software Options except that 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 and/or Hardware is specified in the Program documentation, readme files, notice files, installation details and/or Hardware documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the Program documentation, readme files, notice files, installation details and/or Hardware documentation and not under the terms of this agreement.

You may not:

- remove or modify any Program or Hardware, Operating System, Integrated Software and/or Integrated Software Options markings or any notice of Oracle's or its licensors' proprietary rights;
- make the Programs, Operating System, Integrated Software, Integrated Software Options and/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) and you may not provide any timesharing, hosting, outsourcing, subscription service, leasing, or rental use of the Programs;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs, Operating System, Integrated Software and/or Integrated Software Options (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- publish results of any benchmark tests run on the Programs and/or Hardware;

### E. Warranties, Disclaimers and Exclusive Remedies

#### 1. Program Warranty

Mythics 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 Mythics and Oracle of any Program warranty deficiency within one year from delivery. Mythics and Oracle also warrant that Services ordered will be provided in a professional manner consistent with industry standards. You must notify Mythics and Oracle of any Services warranty deficiencies within 90 days from performance of the deficient Services.

**MYTHICS AND ORACLE DO NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT MYTHICS OR ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

**FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND MYTHICS' AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE OR MYTHICS CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, AND YOU END YOUR PROGRAM LICENSE, YOU MAY RECOVER THE FEES PAID TO MYTHICS FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE, OR IF MYTHICS OR ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER AND YOU END THOSE SERVICES, YOU MAY RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE.**

**THE LEARNING CREDITS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED.**

**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**






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**Mythics License and Services Agreement – MLSA Version HWSW 0319  
CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**2. Hardware Warranty**

Mythics 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 and the Integrated Software media (“media”, and (i), (ii) and (iii) collectively, “Hardware Items”). Mythics 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 shipped to You. Mythics 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 shipped to You. **MYTHICS AND ORACLE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE.** You may access a more detailed description of the limited Oracle Hardware Warranty at <http://www.oracle.com/support/policies.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.

**FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND MYTHICS’ ENTIRE LIABILITY SHALL BE: (i) 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 YOU PAID FOR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. 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.**

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.

**MYTHICS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.**

No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

1. modified, altered or adapted without Oracle’s written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
2. maltreated or used in a manner other than in accordance with the relevant documentation;
3. repaired by any third party in a manner which fails to meet Oracle’s quality standards;
4. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
5. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
6. relocated, to the extent that problems are attributable to such relocation;
7. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
8. used by parties appearing on the then-current U.S. export exclusion list;
9. relocated to countries subject to U.S. trade embargo or restrictions;
10. used remotely to facilitate any activities for parties or in the countries appearing on the then-current U.S. export exclusion list or subject to U.S. trade embargo or restrictions; or
11. purchased from any entity other than Oracle, Mythics, or an Oracle authorized reseller.

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 or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

The above warranty is the Oracle Hardware Warranty in effect as of the date of this Agreement. For future Hardware purchases under this Agreement, the Oracle Hardware Warranty shall be the warranty in effect at the time of purchase.

**F. Trial Programs**

You may order additional and/or trial Programs, or Mythics or Oracle may include additional Programs or Programs on the Hardware (e.g., Exadata Storage Server software) with your order and 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 those



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additional Programs only for trial, non-production purposes for up to 30 days from the date of delivery provided that you may not use the additional and/or 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, subject to the terms of this agreement. If you decide to use any of these Programs after the 30 day trial period, you must obtain a license for such Programs from Mythics or Oracle. If you decide not to obtain a license for any additional and/or trial Program after the 30 day trial period, you will cease using and will delete any such Programs from your computer systems. Additional and/or trial Programs included with an order are provided "as is" and Oracle and Mythics do not provide technical support or offer any warranties for these Programs.

**G. Indemnification**

Notwithstanding anything to the contrary in this agreement, if a third party makes a claim against the end user ("Recipient"), that any information, design, specification, instruction, software, data, or material ("Material") furnished by Mythics through Oracle ("Provider"), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

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

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid for the license. Notwithstanding the previous sentence and with respect to Hardware only, if the Provider believes or it is determined that the Hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider 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, the Provider may remove the applicable Hardware (or portion thereof) and refund the net book value and, if Oracle or Mythics is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid for the Hardware, if any. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Mythics or 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 Mythics or Oracle. Mythics or 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 this agreement would not otherwise infringe any third party intellectual property rights. Mythics or Oracle will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.



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The term "Material", as used within this Section, shall include the Hardware and Programs. Provided 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 of the agreement shall include the Operating System and the Integrated Software and (ii) the phrase "program(s)" in this section of the agreement is replaced by the phrase "program(s) or the Operating System, Integrated Software, or Integrated Software Options (as applicable)" (i.e., Mythics or Oracle will not indemnify you for your use of the Operating System, Integrated Software, and/or Integrated Software Options 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, Mythics or 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>.

**H. Technical Support**

For purposes of the ordering document, 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) is provided under Oracle's technical support policies in effect at the time the Services are provided. You acknowledge that the technical support policies are incorporated in this agreement and 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 fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable Services. You may access the current version of the technical support policies at <http://oracle.com/contracts>. Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support at the time that you purchase the licenses and/or Hardware, you may not update any unsupported program licenses with new versions of the program and you will be required to pay reinstatement fees in accordance with Oracle's current technical support policies if you decide to purchase support at a later date.

Oracle Hardware and Systems Support acquired with your order may be renewed annually. 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 technical support 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 technical support Services. The Oracle Hardware and Systems Support Policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support Services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into an order for technical support. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>.

Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

**I. End of Agreement**

If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Mythics ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for Hardware and Programs ordered and/or Services received under this agreement plus related taxes and expenses. If Mythics or Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining




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unpaid for Services related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 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 this agreement, you may not use the Hardware, Programs and/or Services ordered. You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the Hardware, Programs and/or Services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others that by their nature are intended to survive. Upon the termination of this agreement you shall discontinue use and destroy or return to Mythics all copies of Programs and documentation.

In reliance on your order Mythics will place a non-cancellable order with Oracle; therefore all orders from you are non-cancellable.

**J. Fees and Taxes**

Program fees are invoiced as of the commencement date for the Programs. All fees payable to Mythics are due within 30 days from the invoice date unless otherwise stated on your ordering document accepted by Mythics. 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. For the avoidance of doubt, the Metropolitan Government is a tax-exempt governmental entity. Also, you will reimburse Mythics for pre-approved reasonable expenses related to providing the Services. Fees for Services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any Hardware, Programs or updates in entering into this agreement and the payment obligations in your ordering document; however, (a) if you order technical support for Programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such 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 this agreement.

You agree to pay finance charges of 18% annually (1.5% monthly), or the highest rate permitted by applicable law, whichever is lower, on any amount, which becomes past due after the payment due date. In the event that any legal action is taken in order to collect any outstanding amount due, you agree, subject to applicable law, to pay for any reasonable costs of collection, including reasonable attorney fees. Failure to make payments in the manner set forth above shall constitute a default, which shall constitute grounds for an immediate injunction prohibiting the continued use of the Programs and/or Services. You agree that Mythics has the right to cancel your support due to non-payment.

**K. Nondisclosure**

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement 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.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law.

**L. Entire Agreement**

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable Metro




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Contract Terms and Conditions, are the complete agreement for the Programs, Hardware, Operating System, Integrated Software, Integrated Software Options and/or Services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Programs, Hardware, Operating System, Integrated Software, Integrated Software Options and/or Services. The foregoing notwithstanding, You and Mythics agree and acknowledge that this Agreement is subject to the Contract between the Metropolitan Government of Nashville and Davidson County ("Metro") and Mythics but further agree and acknowledge that Oracle is solely a third party beneficiary to this Agreement and therefore, Oracle does not assume any obligations under the Metro Contract. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Mythics ordering document shall supersede the terms in any purchase order or other non-Mythics document and no terms included in any such purchase order or other non-Mythics document shall apply to the Programs, Hardware, Operating System, Integrated Software, Integrated Software Options and/or Services ordered. This agreement and ordering documents 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. Any notice required under this agreement shall be provided to the other party in writing. Notwithstanding the above, additional terms specific to Oracle offerings, which are required by Oracle at the time of the applicable order, shall be provided to you and will apply to the Oracle offerings under this Agreement.

**M. Limitation of Liability**

**SUBJECT TO THE INDEMNIFICATION PROVISIONS HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING FROM USE OF THE PROGRAMS. SUBJECT TO THE INDEMNIFICATION PROVISIONS HEREIN AND LAWS OF THE STATE OF TENNESSEE, MYTHICS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID MYTHICS UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID MYTHICS FOR THE DEFICIENT PROGRAM, HARDWARE OR SERVICES GIVING RISE TO THE LIABILITY.**

**N. Export**

Export laws and regulations of the United States and any other relevant local export and import laws and regulations apply to the Programs and Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)). You agree that such export and import laws govern your use of the Programs (including technical data), Hardware (including any Integrated Software, Integrated Software Options, and Operating System(s)) and any Services deliverables provided under this agreement, and you agree to comply with all such export and import laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, Hardware (including any Integrated Software, Integrated Software Options, 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, Integrated Software Options, and Operating System(s)): "These commodities, technology, software, or Hardware (including any Integrated Software, Integrated Software Options, 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.

**O. Other**

1. Intentionally Deleted.
2. If you have a dispute with Mythics or if you wish to provide a notice under the Indemnification section of this agreement, you will promptly send written notice to: Mythics, Inc., 4525 Main Street, Suite 1500, Virginia Beach, VA 23462, Attention: General Counsel, Legal Department.
3. You may not assign this agreement or give or transfer the Programs, the Operating System, the Integrated




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Software, the Integrated Software Options, 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, the Integrated Software Options, and/or any Services, the secured party has no right to use or transfer the Programs, the Operating System, the Integrated Software, the Integrated Software Options, and/or any Services, and if you decide to finance your acquisition of the Hardware, Programs, Operating System, Integrated Software, Integrated Software Options 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.

4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.
5. Upon 45 days written notice, Mythics (or Oracle, who may be assigned Mythics' audit rights or be provided with the audit results) may audit your use of the Programs, Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with Mythics' or Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the Programs, Operating System, Integrated Software and Integrated Software Options in excess of your license rights. If you do not pay, Mythics or Oracle can end your (a) technical support, licenses and/or this agreement (b) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (c) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this amendment and related agreements. You agree that Mythics and Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.
6. The Uniform Computer Information Transactions Act does not apply to this agreement or orders placed under it.
7. Oracle shall not be required to perform any obligations or incur any liability not expressly set forth herein. Oracle is not liable for nor bound by the acts of any third party firm, including Mythics, that is retained by you to provide computer consulting Services. Such firms are independent of Oracle and not Oracle's agents.
8. Oracle Programs, including the Operating System, Integrated Software, any Programs installed on the Hardware and/or documentation, delivered to U.S. Government end users are "commercial computer software" as defined in the Federal Acquisition Regulation ("FAR"). As such, use, duplication, disclosure, modification, and adaptation of the Programs, including the Operating System, Integrated Software, any Programs installed on the Hardware, and/or documentation, shall be subject to the license and license restrictions set forth in this agreement.
9. By executing and/or referencing this agreement Oracle disclaims, to the extent permitted by applicable law, liability for (a) any damages, whether direct, indirect, incidental, special, punitive, or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Programs and/or Hardware.

**P. 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 event outside 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 Programs delivered, Services provided or Hardware ordered.

**Q. License Definitions and Rules**

This Agreement incorporates by reference the most recent Oracle License Definitions and Rules which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your license, You need to review the definitions for the licensing metric and term designation as well as the licensing rules. Oracle's license rules and definitions are subject to change for future purchases referencing this agreement.




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**Mythics License and Services Agreement – MLSA Version HWSW 0319**
**Mythics License and Services Agreement  
Hardware Terms Exhibit**
**A. Terms Specific to Hardware and Hardware Support Services**
**1. Hardware Composition**

- a. 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. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until you separately order them and agree to pay additional fees. 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 agreements 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.
- b. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this agreement and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software 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 this agreement, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this agreement. 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 agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.
- c. The Operating System, Integrated Software and/or Integrated Software Options 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, Integrated Software, and Integrated Software Options under such terms are not restricted in any way by the agreement including this amendment. 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, Integrated Software and Integrated Software Options.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code you received as binaries on physical media, you may receive a copy of the source code ("source code") on media via postal service by submitting a written request at <http://www.oracle.com/technetwork/opensource/index.html>. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-50P10, 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; in such 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 the last delivery of the applicable Product, or in the case of code licensed under the GPLv3, You may send a request for as long as Oracle offers spare parts or technical support for the applicable Product model. This offer only applies if you received Your Operating System, Integrated Software or Integrated Software Options on physical media.

- d. 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



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**Mythics License and Services Agreement – MLSA Version HWSW 0319**

- e. 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.

**2. Use Restriction**

The Hardware, Integrated Software, and Integrated Software Options are 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, Integrated Software, and Integrated Software Options for these purposes is prohibited.

**3. Hardware Related Service Offerings**

In addition to technical support, You may order a limited number of Hardware-related Service Offerings under this agreement as listed in the Hardware-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use products owned or distributed by Oracle or Mythics which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products. Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Agreement. However, certain deliverables may be subject to additional license terms provided in the ordering document.

**4. Delivery, Installation and Acceptance of Hardware**

- a. You are responsible for installation of the Hardware, unless you purchase installation Services from Mythics or Oracle with respect to such Hardware.
- b. Mythics or Oracle will deliver the Hardware to the delivery address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on the order. The applicable country specific Hardware shipping terms are located in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.
- c. Acceptance of the Hardware occurs on delivery.
- d. Mythics or Oracle may make and invoice you for partial deliveries.
- e. Mythics or Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall Hardware performance.
- f. Mythics or Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that you have ordered.

**5. Transfer of Title**

Title to the Hardware will transfer upon delivery.

**B. General Terms****1. Commencement Date**

For the Hardware, Operating System and Integrated Software, the commencement date shall be the date the Hardware is delivered. The period of performance for all related Services is effective upon delivery of Hardware or upon the effective date of the order if shipment of Hardware is not required. For Integrated Software Options, the Commencement Date refers to the date that Mythics accepts and submits to Oracle Your order for an Integrated Software Option.





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**Mythics License and Services Agreement – MLSA Version HWSW 0319**

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**2. Territory**

- a. 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.
- b. The Program licenses shall be for use as designated on each order.

**3. Pricing, Invoicing, and Payment Obligation**

- a. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

- b. In entering into payment obligations under an order, 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 agreement, 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 under an order and the agreement.
- c. You understand that you may receive multiple invoices for the products and/or Services you ordered.
- d. Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.
- e. Unless otherwise agreed, Hardware-related Service Offering fees are invoiced in advance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.
- f. In addition to the prices listed on the order, you will be invoiced for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

**4. Segmentation**

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings you may receive or have received from Mythics or Oracle. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings.



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**ORACLE PUBLIC SECTOR CLOUD SERVICES AGREEMENT TERMS**

**THESE ORACLE CLOUD SERVICES PUBLIC SECTOR 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 CONTRACTOR.**

**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 your contract or ordering document with the Contractor.

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 (with the exception of the Data Processing Agreement as described below) 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. The Metropolitan Government is a tax-exempt governmental entity.



## 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 <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

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 Facebook™, YouTube™ and Twitter™, 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](http://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](mailto: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 <https://www.fcc.gov/file/15195/download>, 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](http://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.

**Exhibit C - Pricing****DISCOUNT TABLE FOR ANY ORDER PLACED WITH A LIST LICENSE AND SUPPORT PRICE LESS THAN \$250,000.00**

<b>Oracle Product Line</b>	<b>Discount From List Price</b>
Oracle Technology Products	30%
Peoplesoft Application Products - Component	30%
E-Business Suite Applications Products - Component	30%
Business Intelligence Application Products - Component	30%
Engineered Systems Software	30%
Oracle Fusion Cloud Services	30%
Oracle Right Now	30%
Oracle Taleo Cloud Service	30%
Oracle Platform as a Service and Infrastructure as a Service - Public Cloud	0%
Volume price discount of Oracle Professional services	0%
Oracle University	5%
Engineered Systems Hardware	10%

**DISCOUNT TABLE FOR ANY ORDER PLACED WITH A LIST LICENSE AND SUPPORT PRICE EXCEEDING \$250,000.00**

<b>Oracle Product Line</b>	<b>Discount From List Price</b>
Oracle Technology Products	35%
Peoplesoft Application Products - Component	35%
E-Business Suite Applications Products - Component	35%
Business Intelligence Application Products - Component	35%
Engineered Systems Software	35%
Oracle Fusion Cloud Services	35%
Oracle Right Now	35%
Oracle Taleo Cloud Service	35%
Oracle Platform as a Service and Infrastructure as a Service - Public Cloud	0%
Volume price discount of Oracle Professional services	0%
Oracle University	10%
Engineered Systems Hardware	10%

**NOTES**

\* The discounts noted in the above tables will be applied to the software on the then current price list at the time of order placement.

\* The discounts noted in the above tables are good for the entire contract unless better rates are negotiated by Metro or offered by the Reseller



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Beskin Divers Insurance Group 300 Southport Cir Virginia Beach, VA 23452	<b>CONTACT NAME:</b> Jean Miller <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> jean.miller@beskindivers.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>NAIC #</b>
Mythics Emergent Group Inc. DBA Mythics, Inc and Emergent, LLC 4525 Main Street, Suite 1500 Virginia Beach, VA 23462	INSURER A : <b>Hartford Fire Insurance Company</b> <b>19682</b> INSURER B : <b>Trumbull Insurance Company</b> <b>27120</b> INSURER C : <b>Hartford Casualty Insurance Company</b> <b>29424</b> INSURER D : <b>Hartford Insurance Company of Illinois</b> <b>38288</b> INSURER E : <b>Continental Casualty Company</b> <b>20443</b> INSURER F :

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<b>X</b>		<b>14UUNAF0995</b>	<b>5/31/2022</b>	<b>5/31/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Deduc. \$1,000/\$1,000	<b>X</b>		<b>14UENAF1106</b>	<b>5/31/2022</b>	<b>5/31/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>14RHUAF0917</b>	<b>5/31/2022</b>	<b>5/31/2023</b>	EACH OCCURRENCE \$ <b>20,000,000</b> AGGREGATE \$ <b>20,000,000</b> \$
<b>D</b>	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N / A</b>	<b>14WEAS2T03</b>	<b>5/31/2022</b>	<b>5/31/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>A</b>	<b>Cyber Liab/Tech E&amp;O</b>			<b>14TE0284551-22</b>	<b>6/15/2022</b>	<b>6/15/2023</b>	<b>Occur/Agg/claim made</b> <b>5,000,000</b>
<b>E</b>	<b>Cyber Liab/Tech E&amp;O</b>			<b>6052341063</b>	<b>6/15/2022</b>	<b>5/31/2023</b>	<b>XS limit occ/agg</b> <b>5,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Crime/Fidelity through Continental Casualty Company NAIC #20443 Policy # 425399086 Effective 5-31-2022 - 05/31/2023, Limit \$5,000,000 with \$50,000 deductible

Directors & Officers through CNA Continental Casualty Company NAIC #20443 Policy # 425399086 Effective 5-31-2022 - 05/31/2023, Limit \$5,000,000 with \$50,000 deductible

Cyber/Tech E&O Primary and Excess policies through Hartford NAIC # 19682 and Continental Casualty Company NAIC # 20443 are on a claims made basis. SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent Metro Courthouse Nashville, TN 37201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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### ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Beskin Divers Insurance Group</b>		NAMED INSURED <b>Mythics Emergent Group Inc. DBA Mythics, Inc and Emergent, LLC</b> 4525 Main Street, Suite 1500 Virginia Beach, VA 23462	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:  
Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability form HG 00 01 09 16 and for automobile liability per CA 20 48 10 13; all subject to policy terms and conditions.**

**POLICY NUMBER:** 14 UEN AF1106

**COMMERCIAL AUTO  
CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Mythics Emergent Group Inc.  
                  dba Mythics, Inc. and Emergent LLC  
**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
Metropolitan Government of Nashville & Davidson County  
Metro Courthouse  
Nashville, TN 37201

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.





# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

## SECTION I - COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:



**SECTION II - WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:****a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### 4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

#### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

#### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2023

6/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Fire Insurance Company	19682
INSURER B :	Indian Harbor Insurance Company	36940
INSURER C :	AXIS Insurance Company	37273
INSURER D :	Trumbull Insurance Company	27120
INSURER E :	Twin City Fire Insurance Company	29459
INSURER F :	Hartford Casualty Insurance Company	29424

**COVERAGES** CERTIFICATE NUMBER: 19321352 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	14 UUN AF0995	5/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	14 UEN AF1106	5/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	14 RHU AF0917	5/31/2022	12/31/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	14 WE AS2T03	5/31/2023	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Prof. Liab/Cyber Crime	N	N	MTP9045873 00 009NY000026989	12/29/2022 12/29/2022	12/29/2023 12/29/2023	\$5M EACH OCC/\$5M AGG RET: \$750,000 \$5M EACH OCC/\$5M AGG RET:\$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.


Contract # 6529836

Certificate holder, its officials, officers, employees and volunteers are recognized as additional insured with respects to general liability per HG 00 01 09 16 and to automobile liability per CA 20 48 10 13; all subject to policy terms and conditions.

Errors and Omissions is included in the Professional Liability coverage.

## CERTIFICATE HOLDER

## CANCELLATION See Attachment

<b>19321352</b> Metropolitan Government of Nashville & Davidson County Attn: Purchasing Agent Metro Courthouse Nashville TN 37201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Excess Professional Liab/Cyber**

**Current Policy#:**

**New Policy#:** XCE-286263W-00

**New Policy**

**Term:** 12/29/2022 - 12/29/2023

**Issuing Co.:** Westfield Specialty Insurance  
Company

Limit \$5M x/s \$5M

**Excess Professional Liab. /Cyber**

**Current Policy#:**

**New Policy#:** NRX30030441200

**New Policy**

**Term:** 12/29/2022 - 12/29/2023

**Issuing Co.:** Endurance American Specialty Insurance  
Company

Limit \$5M x/s \$10M

**Excess Professional Liab./Cyber**

**Current Policy#:**

**New Policy#:** 130004090

**New Policy**

**Term:** 12/29/2022 - 12/29/2023

**Issuing Co.:** QBE Specialty Insurance  
Company

Limit \$5M x/s \$15M





**Notice of Intent to Award**

Solicitation Number	260237	Award Date	11/3/2022   3:36 PM CDT
Solicitation Title	Oracle Software, Licensing, Training, Support and Maintenance		
Buyer Name	Scott Ferguson	Buyer Email	scott.ferguson@nashville.gov
BAO Rep	Sierra Washington	BAO Email	sierra.washington@nashville.gov

**Awarded Supplier(s)**

In reference to the above solicitation and contingent upon successful contract negotiation, it is the intent of the Metropolitan Government of Nashville and Davidson County to award to the following supplier(s):

Company Name	Mythics, Inc.	Company Contact	Deonte Watters	
Street Address	4525 Main Street, Suite 1500			
City	Virginia Beach	State	VA	Zipcode 23462
Company Name		Company Contact		
Street Address				
City		State		Zipcode
Company Name		Company Contact		
Street Address				
City		State		Zipcode

**Certificate of Insurance**

The awarded supplier(s) must submit a certificate of insurance (COI) indicating all applicable coverage required by the referenced solicitation. The COI should be emailed to the referenced buyer no more than 15 days after the referenced award date.

**Equal Business Opportunity Program**

Where applicable, the awarded supplier(s) must submit a signed copy of the letter of intent to perform for any and all minority-owned (MBE) or woman-owned (WBE) subcontractors included in the solicitation response. The letter(s) should be emailed to the referenced business assistance office (BAO) rep no more than two business days after the referenced award date.

Yes, the EBO Program is applicable.  No, the EBO Program is not applicable.

**Monthly Reporting**

Where applicable, the awarded supplier(s) will be required monthly to submit evidence of participation and payment to all small (SBE), minority-owned (MBE), women-owned (WBE), LGBT-owned (LGBTBE), and service disabled veteran owned (SDV) subcontractors. Sufficient evidence may include, but is not necessarily limited to copies of subcontracts, purchase orders, applications for payment, invoices, and cancelled checks.

Questions related to contract compliance may be directed to the referenced BAO rep.

Yes, monthly reporting is applicable.  No, monthly reporting is not applicable.

**Public Information and Records Retention**

Solicitation and award documentation are available upon request. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

**Right to Protest**

Per MCL 4.36.010 – any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

MAL Supervisor (Initial)  
 Michelle A. Hernandez Lane  
 Michelle A. Hernandez Lane  
 Purchasing Agent & Chief Procurement Officer

RFQ# 260237 - Oracle Software Licensing, Training, Support and Maintenance	
Evaluation Criteria	Mythics, Inc
<b>Round 1</b>	
Solicitation Acceptance	Yes
Contract Acceptance	Yes, with Exceptions
ISA Questionnaire Completed and Terms Accepted	Yes, with Exceptions
Provider/Reseller Experience (35 Points)	33
Product Information (25 Points)	25
Diversity Practices (10 Points)	5
Cost Criteria (30 Points)	30.00
<b>Totals</b>	<b>93.00</b>
<b>Strengths &amp; Weaknesses</b>	
<b>Mythics, Inc.</b>	

**Provider/Reseller Experience (35 Points)**

**Strengths:** Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

**Weaknesses:** Firm did not adequately define key individuals for the proposed team.

**Product Information (25 Points)**

**Strengths:** Firm's response addressed everything we requested in the RFP.

**Weaknesses:** No weaknesses were noted.

**Diversity Practices (10 Points)**

**Strengths:**

**Weaknesses:** Overall plan provided limited information on diversity, equity and inclusion practices.



Solicitation Title & Number			RFP		
			RFP Cost Points	SBE/SDV Points	Total Cost Points
Oracle Software Licensing, Training, Support and Maintenance.; RFQ# 260237			30	0	30
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Mythics, Inc.	\$ 45,390,995.00		30.00	0.00	30.00

## **Ferguson, Scott (Finance)**

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**From:** Washington, Sierra (Finance)  
**Sent:** Monday, October 24, 2022 1:35 PM  
**To:** Ferguson, Scott (Finance)  
**Cc:** Wood, Christopher (Finance - Procurement); Frye, Jeremy (Finance)  
**Subject:** 260237 Oracle Software Licensing Training Support and Maintenance  
**Attachments:** 260237 Oracle Software Licensing Training Support Maintenance.pdf

Hi Scott,

Please accept this as my final assessment. There is no EBO programming or SBE, I have reviewed the diversity practices scoring the respondent five (5) points. There is no monitoring required.

Thank you,

**Sierra M. Washington**  
Contract Compliance Officer  
Metropolitan Nashville Davidson County Government  
Department of Finance  
[Office of Minority and Women Business Assistance \(BAO\)](#)  
[730 2nd Avenue South, 1st Floor; PO Box 196300](#)  
[Nashville, TN 37219-6300](#)  
(p) [615.880.2783](#) (f) [615.862.6179](#)

Agreement 6529836 Final

## Main document changes and comments

**Page 1: Deleted Kristen Heald 2/1/2023 11:18:00 AM**

*The solicitation documentation for RFQ# [Enter Number]260237 and affidavit(s) (all made a part of this contract by reference),*

**Page 1: Added Scott Ferguson 11/21/2022 11:29:00 AM**

260237

•

**Page 1: Deleted Kristen Heald 2/1/2023 11:18:00 AM**

*CONTRACTOR's response to the solicitation,*

**Page 1: Commented [KH1] Kristen Heald 2/1/2023 11:18:00 AM**

Mythics does not typically agree to incorporate the solicitation/responses into the final contract as this contract should take the place of the solicitation. If there is anything specifically within the solicitation that Metro feels is not captured in the contract, could Metro please specify what it is seeking to include here so the parties can come to a mutually agreeable resolution?

**Page 1: Commented [AM(2R1) Macy Forrest Amos 2/24/2023 9:38:00 AM**

This is standard for Metro.

Purchasing—please check to see if the previous agreement with Mythics incorporates the solicitation documentation.

**Page 1: Commented [FS(3R1) Scott Ferguson 3/13/2023 1:55:00 PM**

Previous Agreement #428699 was Sole Source and Sole Source Justification Form and supporting documents were made part of contract by reference.

**Page 1: Commented [KH4R1] Kristen Heald 3/20/2023 10:04:00 AM**

Parties agreed to remove the reference to the solicitation documentation and Contractor's response to the solicitation.

**Page 1: Deleted Kristen Heald 2/1/2023 11:18:00 AM****Page 1: Added Kristen Heald 2/2/2023 9:16:00 AM**

Oracle Cloud Services as outlined in

**Page 1: Added Kristen Heald 2/2/2023 9:17:00 AM**

(collectively, the "Oracle Terms and Conditions")

**Page 1: Added Kristen Heald 2/2/2023 9:16:00 AM**

The Oracle Terms and Conditions shall take precedence for all matters pertaining to Oracle.

**Page 1: Deleted Kristen Heald 2/10/2023 9:09:00 AM**

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

**Page 1: Commented [KH5] Kristen Heald 2/10/2023 9:09:00 AM**

Mythics cannot commit to having installation committed per a date on the PO since it is largely based on when an

end user register their CSI's and schedule/open a service request with Oracle to get the installation started.

**Page 1: Commented [AM(6R5) Macy Forrest Amos 2/24/2023 9:39:00 AM**

For the using department to respond to. Not a legal issue.

**Page 1: Commented [CD(7R5) Clark, Dawn (ITS) 3/13/2023 12:14:00 PM**

Agreed, this does not apply to this contract.

**Page 1: Deleted Ferguson, Scott (Finance) 3/27/2023 3:07:00 PM**

[insert date here]

**Page 1: Added Ferguson, Scott (Finance) 3/27/2023 3:07:00 PM**

10/04/2023

**Page 1: Added Scott Ferguson 11/21/2022 11:33:00 AM**

120

**Page 1: Deleted Scott Ferguson 11/21/2022 11:33:00 AM**

60

**Page 1: Commented [AM(8) Macy Forrest Amos 1/26/2023 11:05:00 AM**

Is this accurate? If so, this will require Council approval.

**Page 1: Commented [KH9R8) Kristen Heald 2/1/2023 11:48:00 AM**

Mythics believes Metro made this edit? Please confirm.

**Page 1: Commented [AM(10R8) Macy Forrest Amos 2/24/2023 9:39:00 AM**

Correct. Looking for clarification from Purchasing.

**Page 1: Commented [FS(11R8) Scott Ferguson 2/27/2023 12:57:00 PM**

Yes, 120 months

**Page 1: Deleted Scott Ferguson 11/21/2022 11:33:00 AM**

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, i

**Page 1: Added Scott Ferguson 11/21/2022 11:33:00 AM**

I

**Page 1: Added Scott Ferguson 11/21/2022 11:34:00 AM**

one hundred and twenty

**Page 1: Deleted Scott Ferguson 11/21/2022 11:34:00 AM**

sixty

**Page 1: Added Scott Ferguson 11/21/2022 11:34:00 AM**

120

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[Agreement Amount]

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**Page 1: Added Scott Ferguson 11/21/2022 11:43:00 AM**

C

**Page 1: Commented [KH12] Kristen Heald 2/1/2023 11:49:00 AM**

Mythics may have missed the Exhibit C document. Would Metro mind sending it over for Mythics review?

**Page 1: Commented [AM(13R12) Macy Forrest Amos 2/24/2023 9:39:00 AM**

For Purchasing.

**Page 1: Commented [FS(14R12) Scott Ferguson 2/27/2023 12:58:00 PM**

Procurement will provide draft Exhibit C

**Page 2: Commented [KH15] Kristen Heald 12/2/2022 9:50:00 AM**

Mythics requires payment 30 days from the invoice date unless applicable state law outlines different payment requirements. Can Metro Nash provide a legal citation to support this section?

**Page 2: Commented [KH16R15] Kristen Heald 3/20/2023 10:07:00 AM**

Agreed to by Mythics.

**Page 2: Commented [AM(17) Macy Forrest Amos 1/26/2023 11:06:00 AM**

Not a legal citation but our standard payment practice.

**Page 2: Commented [KH18R17] Kristen Heald 2/1/2023 11:51:00 AM**

Approved

**Page 2: Added Scott Ferguson 3/13/2023 2:36:00 PM**

Intentionally Omitted

1.1.

**Page 2: Deleted Scott Ferguson 3/13/2023 2:36:00 PM**

Escalation/De-escalation

1.1.

**Page 2: Deleted Caitlin Twelves 11/29/2022 11:23:00 AM**

This Contract is not eligible for annual escalation/de-escalation adjustments

**Page 2: Added Scott Ferguson 11/21/2022 11:44:00 AM**

not

**Page 2: Commented [CT19] Caitlin Twelves 11/29/2022 11:23:00 AM**

Mythics proposes to delete this language per the previously negotiated Metro Nash Contract #428699.

**Page 2: Deleted Scott Ferguson 11/21/2022 11:44:00 AM**

The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the Effective Date of this Contract. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the Effective Date of this Contract.

**Page 2: Commented [AM(20)] Macy Forrest Amos 1/26/2023 11:07:00 AM**

This is up to Purchasing—not legal.

**Page 2: Commented [KH21R20] Kristen Heald 2/1/2023 12:13:00 PM**

To clarify, is this item pending review with Metro Purchasing?

**Page 2: Commented [AM(22R20)] Macy Forrest Amos 2/24/2023 9:40:00 AM**

For Purchasing to review and respond to.

**Page 2: Commented [FS(23R20)] Scott Ferguson 3/13/2023 2:09:00 PM**

Are we all in agreement that there will be no annual escalation/de-escalation for this agreement?

**Page 2: Commented [KH24R20] Kristen Heald 3/20/2023 10:08:00 AM**

Agreed.

**Page 2: Added Caitlin Twelves 11/28/2022 2:50:00 PM**

**Page 2: Commented [CT25] Caitlin Twelves 11/28/2022 3:40:00 PM**

Mythics proposes to update sections 5.1 and 5.3 to align with the terms of the MCSA and MLSA HWSW and Metro Nash Contract #428699.

**Page 2: Commented [AM(26R25)] Macy Forrest Amos 1/26/2023 11:08:00 AM**

To be clear, this is a new contract and we are not governed by the terms of an old agreement.

We respectfully ask that the last sentence here remain in the agreement.

**Page 2: Commented [KH27R25] Kristen Heald 2/1/2023 11:55:00 AM**

Agreed. Mythics added back in and accepted the last sentence. Mythics wanted to propose one minor edit to its previous redline, which is just to remove the specific termination section letter references in the end user agreement terms in the event that the parties end up amending the contract to update the end user terms and the specific sections are no longer accurate. Mythcis would like to propose that we remove specific section references within the end user agreements from the remainder of this document.

**Page 2: Commented [AM(28R25)] Macy Forrest Amos 2/24/2023 9:40:00 AM**

Acceptable.

**Page 2: Deleted Kristen Heald 2/1/2023 11:55:00 AM**

(Section E. I Program Warranty and I. End of Agreement)

**Page 2: Added Caitlin Twelves 11/29/2022 2:31:00 PM**

(Section E. I Program Warranty and I. End of Agreement)

**Page 2: Deleted Kristen Heald 2/1/2023 11:55:00 AM**

(Section 5. Warranty, Disclaimers and Exclusive Remedies and 8.3 Term and Termination).

**Page 2: Added Caitlin Twelves 11/29/2022 2:31:00 PM**

(Section 5. Warranty, Disclaimers and Exclusive Remedies and 8.3 Term and Termination)

**Page 2: Commented [AM(29)] Macy Forrest Amos 1/26/2023 11:08:00 AM**

Ok.

**Page 3: Added Caitlin Twelves 11/28/2022 2:53:00 PM**

**Page 3: Commented [AM(30)] Macy Forrest Amos 1/26/2023 11:09:00 AM**

For Purchasing.

**Page 3: Commented [KH31R30] Kristen Heald 2/1/2023 12:15:00 PM**

Is this item pending Metro purchasing review? Or is there some action on Mythics? Please advise.

**Page 3: Commented [AM(32R30)] Macy Forrest Amos 2/24/2023 9:41:00 AM**

Again—Scott please review and respond accordingly.

**Page 3: Commented [FS(33R30)] Scott Ferguson 2/27/2023 1:01:00 PM**

No action needed, EBO Program not applicable.

**Page 3: Deleted Scott Ferguson 11/21/2022 11:45:00 AM**

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the

**Page 3: Deleted Scott Ferguson 11/21/2022 11:45:00 AM**

, if

**Page 3: Added Scott Ferguson 11/21/2022 11:45:00 AM**

is not

**Page 3: Deleted Scott Ferguson 11/21/2022 11:46:00 AM**

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**Page 3: Commented [CT34] Caitlin Twelves 11/29/2022 11:30:00 AM**

Mythics proposes to add the previously negotiated accessibility language from the Metro Nash Contract #428699.

**Page 3: Commented [AM(35R34)] Macy Forrest Amos 2/24/2023 9:41:00 AM**

Acceptable.

**Page 3: Deleted Caitlin Twelves 11/29/2022 11:31:00 AM**

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

**Page 3: Added Caitlin Twelves 11/29/2022 11:31:00 AM**

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 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 (VP AT) available at [www.oracle.com/accessibility](http://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 VP AT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at [accessible\\_ww@oracle.com](mailto: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 + 1.605.224.183 7. 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 agreement. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VP A Ts. Product direction remains at the sole discretion of Oracle.

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**Page 5: Added** Caitlin Twelves 11/28/2022 3:42:00 PM

**Page 5: Deleted** Kristen Heald 3/20/2023 10:09:00 AM

(Section E. Warranties)

**Page 5: Added** Caitlin Twelves 11/29/2022 2:35:00 PM

Section E. Warranties)

**Page 5: Commented [CT36]** Caitlin Twelves 11/28/2022 3:44:00 PM

Mythics proposes the MLSA and MCSA Warranty Terms govern as they did in Metro Nash Contract #428699.

**Page 5: Commented [AM(37R36)]** Macy Forrest Amos 1/26/2023 11:10:00 AM

Ok.

**Page 5: Commented [KH38R36]** Kristen Heald 3/20/2023 10:09:00 AM

Removed specific section references.

**Page 5: Deleted** Kristen Heald 3/20/2023 10:09:00 AM

(Section H. Warranties)

**Page 5: Added** Caitlin Twelves 11/29/2022 2:37:00 PM

(Section H. Warranties).



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CONTRACTOR

**Page 5: Commented [CT39] Caitlin Twelves 11/28/2022 3:37:00 PM**

Mythics proposes to delete this section as it conflicts with the terms of the MCSA and MLSA HWSW and per Metro Nash Contract #428699.

**Page 5: Commented [AM(40R39) Macy Forrest Amos 1/26/2023 11:10:00 AM**

Ok if ITS is okay.

**Page 5: Commented [KH41R39] Kristen Heald 2/1/2023 12:15:00 PM**

To clarify, is this item pending Metro internal review?

**Page 5: Commented [AM(42R39) Macy Forrest Amos 2/24/2023 9:41:00 AM**

Scott- please advise if ITS has OK'd this.

**Page 5: Commented [CD(43R39) Clark, Dawn (ITS) 3/13/2023 12:16:00 PM**

ITS is ok with this.

**Page 5: Deleted Caitlin Twelves 11/28/2022 3:37:00 PM**

warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

**Page 5: Added Caitlin Twelves 12/2/2022 12:24:00 PM**

**Page 5: Added Caitlin Twelves 11/28/2022 3:46:00 PM**

**Page 5: Added Caitlin Twelves 11/29/2022 11:36:00 AM**

§10-7

**Page 5: Commented [CT44] Caitlin Twelves 11/29/2022 11:36:00 AM**

Mythics proposes the previously negotiated Confidentiality language from the Metro Nash Contract #428699.

**Page 5: Commented [AM(45R44) Macy Forrest Amos 1/26/2023 11:11:00 AM**

Ok.

**Page 5: Added Caitlin Twelves 11/29/2022 11:36:00 AM**

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**Page 5: Deleted Ferguson, Scott (Finance) 5/16/2023 2:50:00 PM**

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**Page 5: Added Ferguson, Scott (Finance) 5/16/2023 2:44:00 PM**

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In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach 1.1.

**Page 5: Commented [CT46] Caitlin Twelves 11/28/2022 3:51:00 PM**

Mythics proposes to delete this section as it conflicts with the terms of the MCSA and MLSA HWSW and per Metro Nash Contract #428699.

**Page 5: Commented [AM(47R46) Macy Forrest Amos 1/26/2023 11:11:00 AM**

For ITS

**Page 5: Commented [KH48R46] Kristen Heald 2/1/2023 12:16:00 PM**

To clarify, is this meant for Metro internal review or is there an action item on Mythics at this time?

**Page 5: Commented [AM(49R46) Macy Forrest Amos 2/24/2023 9:42:00 AM**

Scott- Please advise if ITS has OK'd this.

**Page 5: Deleted Caitlin Twelves 11/28/2022 3:50:00 PM**

**Page 5: Added Ferguson, Scott (Finance) 5/16/2023 2:44:00 PM**

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1.1.

**Page 6: Deleted Caitlin Twelves 11/28/2022 3:50:00 PM**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

Anti-virus Software checks for new Anti-virus signatures no less than once per day, and; Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

**Page 6: Commented [CT50] Caitlin Twelves 11/28/2022 3:51:00 PM**

Mythics proposes to delete this section as it conflicts with the terms of the MCSA and MLSA HWSW and per Metro Nash Contract #428699..

**Page 6: Commented [AM(51R50) Macy Forrest Amos 1/26/2023 11:11:00 AM**

For ITS

**Page 6: Commented [KH52R50] Kristen Heald 2/1/2023 12:17:00 PM**

Same clarification as above. Just want to make sure I am not missing anything.

**Page 6: Commented [AM(53R50)] Macy Forrest Amos 2/24/2023 9:42:00 AM**

Scott- Please advise if ITS has OK'd this.

**Page 6: Commented [CD(54R50)] Clark, Dawn (ITS) 3/13/2023 12:16:00 PM**

ITS is ok with this

**Page 6: Deleted Caitlin Twelves 11/28/2022 3:50:00 PM**

**Page 6: Added Caitlin Twelves 11/28/2022 3:52:00 PM**

**Page 6: Deleted Kristen Heald 3/20/2023 10:09:00 AM**

(Section G. Indemnification)

**Page 6: Added Caitlin Twelves 11/29/2022 3:37:00 PM**

(Section G. Indemnification)

**Page 6: Commented [CT55] Caitlin Twelves 11/28/2022 3:44:00 PM**

Mythics proposes the MLSA and MCSA Patent Indemnification Terms govern as they did in Metro Nash Contract #428699.

**Page 6: Commented [AM(56R55)] Macy Forrest Amos 1/26/2023 11:15:00 AM**

Ok.

**Page 6: Commented [KH57R55] Kristen Heald 3/20/2023 10:10:00 AM**

Removed specific section references.

**Page 6: Deleted Kristen Heald 3/20/2023 10:10:00 AM**

(Section J. Intellectual Property Indemnification)

**Page 6: Added Caitlin Twelves 11/29/2022 3:37:00 PM**

Section J. Intellectual Property Indemnification).

**Page 6: Commented [CT58] Caitlin Twelves 11/28/2022 3:53:00 PM**

Mythics requests the following clarifying language be added.

**Page 6: Commented [AM(59R58)] Macy Forrest Amos 1/26/2023 11:16:00 AM**

This contract is between Metro and Mythics, Inc. Oracle is not a party to this agreement.

**Page 6: Commented [KH60R58] Kristen Heald 2/10/2023 9:18:00 AM**

Correct, but Mythics wanted to clarify that Oracle is not a subcontractor and not interpreted to be bound to this provision. Would Metro be amenable to replacing this language with alternative language that Oracle is not a subcontractor under this agreement?

**Page 6: Commented [AM(61R58)] Macy Forrest Amos 2/24/2023 9:43:00 AM**

The added sentence is acceptable.

**Page 6: Added Kristen Heald 12/2/2022 10:07:00 AM**

For the avoidance of doubt, this section does not apply to Oracle America, Inc. as the supplier of the programs, hardware, and cloud services.

**Page 6: Deleted Ferguson, Scott (Finance) 5/16/2023 2:50:00 PM**

## 1.1.

**Page 6: Deleted Caitlin Twelves 11/29/2022 11:42:00 AM**

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage

**Page 6: Commented [CT62] Caitlin Twelves 11/29/2022 11:42:00 AM**

Mythics proposes to delete this section as neither Mythics nor Oracle will handle any sensitive Metro data under this contract. Metro is required under the MCSA to notify Mythics/ Oracle of any sensitive data that may be stored in Oracle's cloud environment.

**Page 6: Commented [AM(63R62) Macy Forrest Amos 1/26/2023 11:17:00 AM**

For Metro's ITS department.

**Page 6: Commented [AM(64R62) Macy Forrest Amos 2/24/2023 9:43:00 AM**

Scott- Please advise if ITS has OK'd this.

**Page 6: Commented [CD(65R62) Clark, Dawn (ITS) 3/13/2023 12:17:00 PM**

ITS agrees with this

**Page 6: Deleted Caitlin Twelves 11/29/2022 11:42:00 AM**

mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

**Page 6: Deleted Caitlin Twelves 11/29/2022 11:21:00 AM**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

**Page 6: Added Caitlin Twelves 11/29/2022 11:21:00 AM**

In the event of a change to the distribution agreement between Mythics and Oracle, changes to the license definitions and rules and/or changes to the Global Price Lists, Mythics may submit such changes as Oracle requires under Oracle's distribution agreement in writing to Metro Nashville for review. Metro Nashville shall have thirty (30) days to accept or reject those changes. In the event Metro Nashville accepts the new terms and conditions, Metro Nashville shall notify Mythics in writing of such acceptance and the parties will execute an Amendment to the Contract to incorporate such changes. If Metro Nashville rejects the proposed changes or fails to respond to Mythics' request within thirty (30) days of receiving notice from Mythics, Mythics may terminate this Contract. This

**Page 6: Commented [CT66] Caitlin Twelves 11/29/2022 11:22:00 AM**

Mythics proposes to add the previously negotiated Modification of Contract language from Metro Nash Contract #428699.

**Page 6: Commented [AM(67R66) Macy Forrest Amos 1/26/2023 11:18:00 AM**

For discussion.

Metro won't be able to get an amendment approved by Council within 30 days. If this is intended to be a 10 year contract, each time it is amended, it will have to go back to Council.

**Page 6: Commented [KH68R66] Kristen Heald 2/10/2023 9:06:00 AM**

Mythics can agree to remove its insertion and revert back to the original section 8.12 language or extend the 30 day period to a longer time frame, whichever Metro prefers.

**Page 6: Commented [AM(69R66) Macy Forrest Amos 2/24/2023 9:43:00 AM**

Please revert back to the standard language in 8.12.

**Page 6: Commented [KH70R66] Kristen Heald 3/20/2023 10:10:00 AM**

Agreed.

**Page 6: Added Caitlin Twelves 11/29/2022 11:21:00 AM**

Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

**Page 8: Added Caitlin Twelves 11/28/2022 4:03:00 PM**

**Page 8: Deleted Kristen Heald 3/20/2023 10:11:00 AM**

(Section G. Indemnification)

**Page 8: Added Caitlin Twelves 11/29/2022 3:18:00 PM**

(Section G. Indemnification)

**Page 8: Commented [CT71] Caitlin Twelves 11/28/2022 3:44:00 PM**

Mythics proposes the MLSA and MCSA Patent Indemnification Terms govern as they did in Metro Nash Contract #428699.

**Page 8: Commented [AM(72R71) Macy Forrest Amos 1/26/2023 11:19:00 AM**

Ok.

**Page 8: Commented [KH73R71] Kristen Heald 3/20/2023 10:11:00 AM**

Removed specific section references.

**Page 8: Deleted Kristen Heald 3/20/2023 10:11:00 AM**

(Section J. Intellectual Property Indemnification)

**Page 8: Added Caitlin Twelves 11/29/2022 3:21:00 PM**

(Section J. Intellectual Property Indemnification).

**Page 8: Added Kristen Heald 12/2/2022 10:22:00 AM**

**Page 8: Added Kristen Heald 12/2/2022 10:22:00 AM**

**Page 8: Deleted Kristen Heald 3/20/2023 10:12:00 AM**

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**Page 8: Added Kristen Heald 12/2/2022 10:23:00 AM**

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**Page 8: Commented [CT74] Caitlin Twelves 12/2/2022 12:20:00 PM**

Mythics proposes the MLSA and MCSA Force Majeure terms govern.

**Page 8: Commented [AM(75R74)] Macy Forrest Amos 1/26/2023 11:20:00 AM**

Ok.

**Page 8: Added Kristen Heald 12/2/2022 10:22:00 AM**

**Page 9: Added Kristen Heald 3/20/2023 10:12:00 AM**

### 8.29 Contractor Limitation of Liability

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**Page 9: Added Scott Ferguson 3/23/2023 8:38:00 AM**

To the extent allowed by laws of the state of Tennessee, Contractor's total liability under this agreement, for any cause of action whatsoever, shall be limited to the amount of 2X actual fees paid by the authorized user(s) under this contract for the particular software, and/or service with respect to which the relevant claim arose during the twelve (12)-month period immediately prior to the event, act, or omission giving rise to such liability. For the avoidance of doubt, Oracle will only be liable to the extent described in the Oracle supplemental terms.

**Page 9: Deleted Scott Ferguson 3/23/2023 8:33:00 AM**

The parties agree that as to Oracle, the offerings will be governed by the Limitation of Liability sections set forth in the Exhibit A MLSA or Exhibit B MCSA, as applicable. Notwithstanding those Limitations of Liability which shall apply to Oracle to the extent Oracle can be held liable under this Contract, the parties additionally agree that the Contractor Mythics will accept for itself a higher limitation of liability limit of two times the total amount paidvalue of this agreement pursuant to the laws of the State of Tennessee. to Mythics for the license or cloud services under the order giving rise to the liability in the twelve (12) month period immediately preceding the event giving rise to such liability.

**Page 9: Added Kristen Heald 3/20/2023 10:12:00 AM**

The parties agree that as to Oracle, the offerings will be governed by the Limitation of Liability sections set forth in the Exhibit A MLSA or Exhibit B MCSA, as applicable. Notwithstanding those Limitations of Liability which shall apply to Oracle to the extent Oracle can be held liable under this Contract, the parties additionally agree that the Contractor Mythics will accept for itself a higher

**Page 9: Added Scott Ferguson 3/21/2023 7:58:00 AM**

limitation of

**Page 9: Added Kristen Heald 3/20/2023 10:12:00 AM**

liability limit of two times the total amount paid

**Page 9: Added Scott Ferguson 3/21/2023 7:58:00 AM**

value of this agreement pursuant to the laws of the State of Tennessee.

**Page 9: Added Kristen Heald 3/20/2023 10:12:00 AM**

to Mythics for the license or cloud services under the order giving rise to the liability in the twelve (12) month period immediately preceding the event giving rise to such liability.

**Page 9: Commented [KH76] Kristen Heald 3/20/2023 10:12:00 AM**

Adding in Contract LOL per current MetroNash contract. MetroNash to propose edits/changes for Mythics review per TN law.

**Page 9: Commented [FS(77R76) Scott Ferguson 3/21/2023 8:06:00 AM**

See changes per Metro legal and for Mythics reference – Limitation of Liability state statute can be found at TCA 12-3-701

**Page 9: Commented [FS(78R76) Scott Ferguson 3/23/2023 8:40:00 AM**

If Mythics can accept this language, Metro can move forward.

Header and footer changes

**Page 1: Added Scott Ferguson 11/21/2022 11:24:00 AM**

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**Page 1: Deleted Ferguson, Scott (Finance) 5/16/2023 2:49:00 PM**

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**Page 1: Deleted Ferguson, Scott (Finance) 5/16/2023 2:49:00 PM**

Document # K5000 Rev C

Text Box changes

Header and footer text box changes

Footnote changes

Endnote changes



**Certificate Of Completion**

Envelope Id: 62445EAF167A4E64AA91EADA67C5ACA6	Status: Sent
Subject: URGENT!! Metro Contract 6529836 with Mythics, LLC (ITS)	
Source Envelope:	
Document Pages: 63	Signatures: 9
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
5/18/2023 11:50:24 AM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


**Signer Events**

Signer Events	Signature	Timestamp
Gary Clay		Sent: 5/18/2023 12:00:10 PM
Gary.Clay@nashville.gov		Viewed: 5/18/2023 12:18:03 PM
Asst. Purchasing Agent		Signed: 5/18/2023 12:18:12 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Using IP Address: 170.190.198.185	


**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Gregg Nicholson		Sent: 5/18/2023 12:18:16 PM
Gregg.Nicholson@nashville.gov		Viewed: 5/18/2023 12:20:00 PM
Security Level: Email, Account Authentication (None)		Signed: 5/18/2023 12:20:14 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Accepted: 5/18/2023 12:20:00 PM  
ID: 7aada17a-e3ff-4e06-9807-00cdea8787c8


Elizabeth Jefferson		Sent: 5/18/2023 12:20:17 PM
elizabeth.jefferson@nashville.gov		Viewed: 5/18/2023 12:23:05 PM
Security Level: Email, Account Authentication (None)		Signed: 5/18/2023 12:24:01 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Accepted: 5/18/2023 12:23:05 PM  
ID: b8c8facc-0fa4-47ea-b972-d614f87abbf6

Deonte J. Watters, CCMAP		Sent: 5/18/2023 12:24:07 PM
slccontracts@mythics.com		Viewed: 5/25/2023 12:01:44 PM
Vice President, Contracts		Signed: 5/25/2023 12:03:33 PM
Mythics, LLC		
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Using IP Address: 35.151.156.114	


**Electronic Record and Signature Disclosure:**


Signer Events	Signature	Timestamp
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Accepted: 5/25/2023 12:01:44 PM ID: 148145d6-eadf-490c-b091-e96fd112b39b  Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 172.58.148.198 Signed using mobile	Sent: 5/25/2023 12:03:37 PM Viewed: 5/25/2023 3:25:33 PM Signed: 5/25/2023 3:25:58 PM
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Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 5/25/2023 3:26:05 PM Viewed: 5/25/2023 3:27:11 PM Signed: 5/25/2023 3:34:47 PM
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Accepted: 5/25/2023 3:27:11 PM ID: 403908d2-37a8-4ade-a994-e4d17896494b  Kelly Flannery aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.100	Sent: 5/25/2023 3:34:52 PM Viewed: 5/25/2023 3:48:16 PM Signed: 5/25/2023 3:48:40 PM
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Accepted: 5/25/2023 3:27:11 PM ID: 403908d2-37a8-4ade-a994-e4d17896494b  Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 5/25/2023 3:48:46 PM Viewed: 5/25/2023 3:50:32 PM Signed: 5/25/2023 3:50:47 PM
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Accepted: 5/25/2023 3:50:32 PM ID: 7783c598-b9d9-445b-be0f-508e1be8388e  Lora Fox lora.fox@nashville.gov Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 5/25/2023 3:50:51 PM Resent: 5/30/2023 11:38:19 AM Viewed: 5/30/2023 11:54:40 AM Signed: 5/30/2023 11:56:45 AM
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Accepted: 5/30/2023 11:54:40 AM ID: 84518d2d-d995-4ddc-adc7-a1966156e9e5  Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 5/30/2023 11:56:49 AM Viewed: 5/30/2023 12:56:38 PM Signed: 5/30/2023 12:57:02 PM
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Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
Accepted: 5/30/2023 12:56:38 PM  
ID: 5ddaa6f4-bd5d-4531-97a3-67de33f1c5d6

Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication  
(None)

Sent: 5/30/2023 12:57:10 PM  
Viewed: 6/1/2023 9:17:52 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Scott Ferguson  
Scott.Ferguson@nashville.gov  
Procurement Officer III  
Metro Nashville Government  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 5/18/2023 12:00:09 PM

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 6/1/2023 7:45:53 AM  
ID: e918c1e7-ab7f-4e13-90c0-792eb69e6d08

**COPIED**

Sent: 5/30/2023 12:57:07 PM  
Viewed: 5/30/2023 1:07:21 PM

Macy Amos  
macy.amos@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 5/31/2023 2:18:59 PM  
ID: 9ce471d5-1027-4cfe-9b60-3671cc10e69f

**COPIED**

Sent: 5/30/2023 12:57:08 PM

Sierra Washington  
sierra.Washington@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 1/6/2023 11:36:43 AM  
ID: ae330867-5151-4b4d-af5f-7797703953d3

Dawn Clark  
Dawn.Clark@nashville.gov  
Security Level: Email, Account Authentication  
(None)

Carbon Copy Events	Status	Timestamp
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**Electronic Record and Signature Disclosure:**  
Accepted: 5/24/2023 1:58:09 PM  
ID: 6857ead3-9550-45e6-b1ab-5fa9c82439c5

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 12/26/2022 6:53:53 PM  
ID: f39b7bb9-bb2b-47dd-b058-d2ecba0c41d3

Randy Dorsay  
rstageberg@mythics.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/31/2023 9:48:58 AM  
ID: e518a7b9-7e33-4e60-b4ef-1af0583ca8cb

Terri Ray  
terri.ray@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Larry Law  
larry.law@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/18/2023 12:00:09 PM
Envelope Updated	Security Checked	5/30/2023 11:38:19 AM
Envelope Updated	Security Checked	5/30/2023 11:38:19 AM
Certified Delivered	Security Checked	6/1/2023 9:17:52 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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