



MYTHICS™

FIRM FIXED PRICE STATEMENT OF WORK # 145876



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Submitted to:

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Prepared by:

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“This SOW includes data that shall not be disclosed outside Lake County, Illinois and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this SOW. This restriction does not limit Lake County, Illinois right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this SOW.”

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

1. Scope of Services

Services will be provided by Mythics, through Oracle, as Mythics’ Subcontractor, to Lake County, Illinois (herein referred to as “Customer” or “Client” or “You” or “End User” or “Lake County”).

1.1 Period of Performance

The services outlined in this Statement of Work will occur within a period of performance (or “Term”) of six (6) months from the execution date of this SOW or execution of a purchase order expressly referencing this SOW.

1.2 Description of Services Ordered

The service descriptions applicable to the Services described herein are published in the Annual, Fixed Scope, and Time and Materials Services Service Descriptions, that may be accessed at www.oracle.com/contracts, and/or incorporated within this SOW. Oracle updates to the aforementioned service descriptions will not materially reduce the level of performance, functionality, security or availability of the Services during the Period of Performance.

1.2.1 Oracle Product Environment. The Services will be provided for the supported Oracle program licenses and hardware products operating in the Oracle Product Environment (“OPE”) designated below.

The OPE includes the following: computer servers and storage, operating system brand(s), Oracle programs and major releases, and production instances.

Fixed Scope Services OPE # 1			
Service Description(s) & Part Number(s)	Technologies / Product Name(s)	Serial Number	QTY
Oracle Database Upgrade Service:	1. Go-Live Assistance	N/A	1
	Core Technologies		
	1. Number of Oracle Homes Supporting Oracle E-Business Suite	N/A	1
	2. Number of Databases Supporting E-Business Suite	N/A	4
	3. Oracle Homes – Base	N/A	2
	4. Oracle Databases – Base	N/A	2

1.2.2 End of Services. Notwithstanding any provision or interpretation of this SOW to the contrary, Mythics’ and Oracle’s obligation to provide You with the Services under this SOW terminates on the last day of the Term (“End Date”). As of the End Date, any portion of the Services that Mythics/Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the Services. In order for Mythics/Oracle to provide services to You after the End Date, all parties shall mutually agree, in writing, under a separate agreement, to the terms and fees for such Services.

1.2.3 Project Management. Lake County shall designate a project manager who shall be solely responsible for (i) project management associated with this SOW and (ii) direction of Services provided to You by Oracle under this SOW.

2. Fees: Fixed Price Labor

Estimated labor and expense cost for this project, based on the defined scope, assumptions, timelines, roles and responsibilities of all parties are outlined below. Mythics will provide the services outlined above on a Fixed Price basis.

Fixed Scope Services Ordered	Fees	Estimated Expenses
Oracle Database Upgrade – <i>Open Market Offering</i>	\$122,793.12	\$0.00
Mythics Engagement Manager – <i>GSA Offering</i>	\$2,506.88	\$0.00
Total	\$125,300.00	\$0.00

Notwithstanding anything to the contrary in your order or this SOW, the fees for Fixed Scope Services described herein and any applicable taxes shall be invoiced quarterly in arrears of service performance. You are responsible for payment of expenses, if any, which will be invoiced monthly as they are incurred. All fees due under this SOW are non-cancelable and the sums paid non-refundable.

Based on the identified requirements, Mythics estimated that this project will require 32 hours of Engagement Manager support on an FFP basis. Pricing for the Engagement Manager is based on the GSA hourly rate of \$78.34, located on page 12 of Mythics’ GSA Federal Supply Service Authorized Federal Supply Schedule Pricelist.

Client hereby acknowledges and agrees that the offer of pricing and other terms set forth in this SOW shall expire on 30 July 2022. The offer of pricing and other terms set forth in this SOW shall become effective and binding on Mythics and Client only upon the execution of this SOW by the parties on the date this agreement is fully executed.

3. Terms and Conditions

Mythics submits this Proposal under the Mythics' GSA MAS Contract, 47QTCA21D0036. GSA contract terms are applicable to the GSA Engagement Manager. The referenced SOW Terms and Conditions are applicable to the referenced Oracle Database Upgrade services. Any additional terms amended to this order 1) must be mutually agreed to by the Parties, and 2) in the case of a conflict, Mythics' GSA Contract terms and conditions shall govern.

Professional Services Delivery Policies. The Oracle Professional Services Delivery Policies ("Policies") available at <http://www.oracle.com/contracts> apply to and are incorporated into this order. Rights Granted. Notwithstanding anything to the contrary in the Master Agreement, for the purposes of this SOW, You shall only have a right to use under this order as follows:

Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use, and allow You to use, the services and anything developed and delivered by Oracle under this order ("services and deliverables"), for Your internal business operations. You may also allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

Warranty. Mythics warrants that services will be provided in a professional manner consistent with industry standards. Client must notify Mythics of any warranty deficiencies within 90 days from performance of the services.

THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND MYTHICS' ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF MYTHICS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEEDING THE EVENT CONSTITUTING A BREACH.

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

Intellectual Property Rights. All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the Client by Mythics in connection with the services rendered under this Agreement shall belong exclusively to the Client and shall be deemed to be works made for hire (the “Deliverable Items”). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Mythics hereby assigns to the Client the ownership of copyright or mask work in the Deliverable Items, and the Client shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Mythics agrees to give the Client or its designees all assistance reasonably required to perfect such rights.

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

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

- Notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice 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. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Mythics will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Mythics. Mythics will not indemnify you for infringement caused by your actions against any third party if the program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third-party intellectual property rights. Mythics will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

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

"Confidential Information" means information, not generally known, and proprietary to the Client or to a third party for whom the Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Client, any vendor names, client

and supplier lists, databases, management systems and sales and marketing plans of the Client, any confidential secret development or research work of the Client, or any other confidential information or proprietary aspects of the business of the Client. All information which Mythics acquires or becomes acquainted with during the period of this Agreement, whether developed by Mythics or by others, which Mythics has a reasonable basis to believe to be Confidential Information, or which is treated by the Client as being Confidential Information, shall be presumed to be Confidential Information.

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

Service Cancellation. Oracle services ordered pursuant to this SOW cannot be cancelled.

4. Signatures

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

Accepted by:	CLIENT NAME	Mythics, Inc.
Name: Title: <i>(Authorized Signatory)</i> Signature:		Deonte J. Watters, CCMAP Vice President of Contracts
Mailing Address:		Mythics, Inc. 4525 Main Street, Suite 1500 Virginia Beach, VA 23462
Date:		
Phone:		(757) 233-4275
Email:		ConsultingContracts@mythics.com