State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor
000027817
Mythics, Inc.
4525 Main St., Suite 1500
Virginia Beach, VA 23462

Contact: Ryan Williams
Email: rwilliams@mythics.com
Telephone No. (757) 963-6195

Price Agreement Number: 00-00000-19-00037

Master Agreement Number: 180233-002

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Procurement Specialist: Vanessa LeBlanc
Telephone No.: (505) 827-0266
Email: Vanessa.LeBlanc@state.nm.us

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Title: Oracle Products & Services

Term: December 10, 2019 – November 30, 2020

This Price Agreement is made subject to the “terms and conditions” as indicated in the attached Participating Addendum.

Master Agreement and all associated documents can be located at:
https://www.omnipartners.com/publicsector/contracts/supplier-contracts/mythics-inc

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
PARTICIPATING ADDENDUM WITH
Maricopa County, Arizona
Oracle Products & Services
Administered by the (hereinafter “Lead Agency”)

MYTHICS
Master Agreement Number: 180233-002
(Hereinafter “Contractor”)
And
STATE OF NEW MEXICO 00-00000-19-00037

Page 1 of 8

1. **Scope:** This addendum covers the Oracle Products & Services Contract lead by the Maricopa County, AZ for use by state agencies and other entities located in the State of New Mexico authorized by statute to utilize State Cooperative Contracts. The terms of this Participating Addendum take precedence over any other terms and conditions related to the Master Agreement.

2. **Participating State Modifications or Additions to Master Agreement:** The Attached State of New Mexico’s Terms and Conditions

3. Pursuant to section 41 of the Attached State of New Mexico Terms and Conditions, the administrative fee owed to the Division of Purchasing is 1.00% of total sales made under this Participating Addendum.

4. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ryan Williams</td>
<td>4525 Main St. Ste. 1500 Virginia Beach, VA 23462</td>
<td>(757)963-6196</td>
<td><a href="mailto:rwilliams@mythics.com">rwilliams@mythics.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participating Entity</th>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vanessa LeBlanc</td>
<td>1100 S. St Francis Drive Santa Fe, NM 87505</td>
<td>(505)827-0286</td>
<td>(505)827-2484</td>
<td><a href="mailto:Vanessa.leblanc@state.nm.us">Vanessa.leblanc@state.nm.us</a></td>
</tr>
</tbody>
</table>

5. **Purchase Order Instructions:**
All orders must contain the following (1) Mandatory Language “PO is subject to State of New Mexico Contract #00-00000-19-00037” (2) State/entity Name, Address, Contact, & Phone-Number (3) Purchase order amount. Orders must be made out and sent to MYTHICS.

6. **Entire Agreement:**
This Participating Addendum and the Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added
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to or incorporated into this Addendum or the Master Agreement and its exhibits, by any
subsequent purchase order or otherwise, and any such attempts to add or incorporate such
terms and conditions are hereby rejected. The terms and conditions of this Addendum and
the Master Agreement and its exhibits shall prevail and govern in the case of any such
inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by
both parties below.

<table>
<thead>
<tr>
<th>Participating State/Entity: State of New Mexico</th>
<th>Contractor: MYTHICS</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By: T. Scott Davis</td>
</tr>
<tr>
<td>Name: Mark Hayden</td>
<td>Name: T. Scott Davis</td>
</tr>
<tr>
<td>Title: State Purchasing Director</td>
<td>Title: Senior Director of Contracts</td>
</tr>
<tr>
<td>Date: 12/11/19</td>
<td>Date: December 6, 2019</td>
</tr>
</tbody>
</table>

For questions on executing a participating addendum, please contact:

Maricopa County, AZ

<table>
<thead>
<tr>
<th>Name</th>
<th>Kevin Tyne, CPO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>(602)-506-3967</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:kevin.tyne@maricopa.gov">kevin.tyne@maricopa.gov</a></td>
</tr>
</tbody>
</table>

OMNIA Partners, Public Sector

<table>
<thead>
<tr>
<th>Name</th>
<th>Louanne Shaffer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>(615)236-9083</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:louanne.shaffer@omniapartners.com">louanne.shaffer@omniapartners.com</a></td>
</tr>
</tbody>
</table>
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1. Taxes:
The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority.

**PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.**
The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

In accordance with Chapter 7 NMSA 1978.

2. Term:
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on November 30, 2020. The State Purchasing Division reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978 §13-1-150.

3. Termination:
A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency’s uncured, material breach of this Agreement.
B. Notice: Procuring Agency Opportunity to Cure.
   1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
   2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured
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within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

4. Appropriations:
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

5. Conflict of Interest; Governmental Conduct Act:
A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency’s making this Agreement;
4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator’s family; (iii) the Contractor is not a business in which a legislator or a legislator’s family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator’s family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.
C. Contractor’s representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in
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paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

6. Amendment:
A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

7. Penalties for violation of law:
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

8. Applicable Law:
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

9. Notices:
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:
To the Procuring Agency:
Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:
Ryan Williams
4525 Main St. Ste. 1500
Virginia Beach, VA 23462
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10. New Mexico Employees Health Coverage:
A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to
work, an average of at least 20 hours per week over a six (6) month period during the term of this
Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to
maintain for the term of the Agreement, health insurance for those employees and offer that health
insurance to those employees if the expected annual value in the aggregate of any and all
contracts between Contractor and the State exceed $250,000 dollars.
B. Contractor agrees to maintain a record of the number of employees who have (a) accepted
health insurance; (b) declined health insurance due to other health insurance coverage already in
place; or (c) declined health insurance for other reasons. These records are subject to review and
audit by a representative of the state.
C. Contractor agrees to advise all employees of the availability of State publicly financed
health care coverage programs by providing each employee with, as a minimum, the following
web site link to additional information: http://insurenewmexico.state.nm.us/.

Required by NM Executive Order 2007-048

11. Assignment:
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for
money due or to become due under this Agreement without the prior written approval of the
Procuring Agency, which will not be unreasonably withheld.

12. Subcontracting:
The Contractor shall not subcontract any portion of the services to be performed under this
Agreement without the prior written approval of the Procuring Agency. No such subcontract shall
relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall
any subcontract obligate direct payment from the Procuring Agency.

13. New Mexico Administration Reporting and Fees:
All contracts and Purchase Orders arising out of this agreement shall be deemed to include an
Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales and other
revenues (including commissions and fees charged). This assessment shall apply to all New
Mexico state agencies and local public bodies. “Gross total sales” means any invoiced amount
less any applicable state and local taxes.
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For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<table>
<thead>
<tr>
<th>Quarter:</th>
<th>Period End:</th>
<th>Report Due:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>Second</td>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>Third</td>
<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>Fourth</td>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the “State Purchasing Division.” This contract number 00-00000-19-00037 must be included on all payments and Quarterly Sales Reports.

Remit Checks to:
State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD_QuarterlyUsageR@state.nm.us
For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.