



MYTHICS™

FIRM FIXED PRICE STATEMENT OF WORK

Managed Services Support NSID 145757

City of Hollywood FL

October 5, 2022

Submitted to:

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Submitted by:

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



1. . Project Scope

Mythics is proposing managed services support for two years (Nov 1st 2022 –Oct 31st 2024) with three optional one-year renewal terms for a total term of five possible years. The exercise of any optional term is contingent upon the extension of the OMNIA Partners Region 4 Contract, R190801 for a commensurate time period.

To best serve the City Mythics had partnered with Evosys with Mythics serving as prime contract holder and ultimately responsible for the success of the project forming Team Mythics. The execution of this contract implies consent for Mythics to utilize our partner Evosys services under the direction of Mythics as prime.

1.1 Support Scope Summary

ID	Name	Description
1	Project Type	Managed Support Services of Oracle Cloud Applications
2	Modules in Scope	<ul style="list-style-type: none"> Oracle Enterprise Resource Planning Cloud Service <ul style="list-style-type: none"> • Oracle Financials Cloud Service • Oracle Automated Invoice Processing Cloud Service • Oracle Grants Management Cloud Servicee • Oracle Project Contract Billing Cloud Service • Oracle Project Financials Cloud Service Oracle WebCenter Forms Recognition Cloud Service <ul style="list-style-type: none"> • Oracle WebCenter Forms Recognition Cloud Service Oracle Enterprise Resource Planning for Self Service Cloud Service <ul style="list-style-type: none"> • Oracle Expenses Cloud Service Oracle Procurement Cloud Service <ul style="list-style-type: none"> • Oracle Purchasing Cloud Service • Oracle Supplier Portal Cloud Service Oracle Procurement Self Service Cloud Service <ul style="list-style-type: none"> • Oracle Self Service Procurement Cloud Service Oracle Supply Chain Management Cloud Service <ul style="list-style-type: none"> • Oracle Inventory Management Cloud Service Oracle Enterprise Performance Management Standard Cloud Service <ul style="list-style-type: none"> • Oracle Planning and Budgeting Cloud Service • Oracle Enterprise Performance Reporting Cloud Service Oracle Human Capital Management Base Cloud Service <ul style="list-style-type: none"> • Oracle Global Human Resources Cloud Service • Oracle Absence Management Cloud Service • Oracle Benefits Cloud Service



		<p>Oracle Payroll Cloud Service for the USA</p> <ul style="list-style-type: none"> • Oracle Payroll Cloud Service for USA <p>Oracle Time and Labor Cloud Service</p> <ul style="list-style-type: none"> • Oracle Time and Labor Cloud Service <p>Oracle Learning Cloud Service</p> <ul style="list-style-type: none"> • Oracle Learning Cloud Service <p>Oracle Talent Management and Workforce Compensation Cloud Service</p> <ul style="list-style-type: none"> • Oracle Performance Management Cloud Service • Oracle Goal Management Cloud Service <p>Oracle Cloud Transactional Business Intelligence Cloud Service</p> <ul style="list-style-type: none"> • Oracle Cloud Transactional Business Intelligence Cloud Service <p>Oracle Platform and Infrastructure Services</p> <ul style="list-style-type: none"> • Oracle SOA Suite Cloud Service • Oracle Integration Cloud Service • Oracle Identity Foundation Cloud Service • Oracle Database Cloud Service
	Service (s)	<p>Core Services</p> <ul style="list-style-type: none"> • Support Manager • Subject Matter Expert • Release Upgrade Management <ul style="list-style-type: none"> • New Release Feature Updates • Regression Testing, • Testing as a Service • Quarterly Webinars for New Features in the upcoming releases • Monthly Governance Review • Quarterly Business Process Improvements Workshops • Environment Management • Business Acceleration and Process Improvement Recommendations <p>Application Support Services</p> <ul style="list-style-type: none"> • Incident Management (Break Fix) • Service Request Management with Oracle • Cloud Patching Assistance • Documentation Updates • Functionality Enhancements – Implementation, Integrations, Migration, Reports (Up to 40-man hours per development) • Knowledge Transfer – General Webinars, Client Specific Training • Quarterly Business Improvement (VBA Analytics)



		All Services are delivered via a Service Request (SR) model with the client directing requested activities and allocation of service hours in conjunction with the Team Mythics service manager. Additional optimization, enhancement and module implementation service approaches are available.
3	Support Location	Evosys Development Center under the direction of Mythics – India
4	Country and Language Considered for the Project	USA and English
5	Managed Services Period of Performance	Nov 1 st 2022 –Oct 31 st 2024, with three optional one-year renewal terms for a total term of five possible years. The exercise of any optional term is contingent upon the extension of the OMNIA Partners Region 4 Contract, R190801 for a commensurate time period.
6	Module to be Supported	Existing Oracle Cloud HCM, Financials, Procurement, PBCS
7	Support Duration/Hours Per Month	255 Hours/Month <i>Unused hours will roll over into next month. If more than 40 hours are required, next month's hours can be used in advance. Additional hours can be purchased at the rate below (Item 10).</i> 12 months for 3060 hours (Unused hours at end of year will not roll over into next year)
8	Support Coverage	Monday – Friday (8 AM to 4 PM Eastern Time) or (9 AM to 5 PM Eastern Time)
First Year Fees: Pricing Valid 60 days from date on cover sheet		
9.	Transition Fee:	One-time \$13,216.00 Fixed-Fee in Advance
10.	1st Year: Fixed Monthly Fee: 1st Year: Hourly Rate for overage:	\$34,042.50/month for 255 hrs \$133.50/Hour

Year s 2-5	
Year 2	\$34,935.00 /month for 255 hrs \$137.00/Hour
Option Year 3	\$35,754.26 /month for 255 hrs \$140.21 /Hour
Option Year 4	\$36,825.26 /month for 255 hrs \$144.41/Hour
Option Year 5	\$37,930.54 /month for 255 hrs \$148.75 /Hour

Invoicing:

- Transition fees will be invoiced on Project Commencement
- Fixed recurring fee, to be invoiced quarterly in advance of the service period to which it relates



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- Rollover hours and consume ahead as available and approved by the City and Team Mythics.



Service Transition

Where Team Mythics has not implemented the system to be supported:

- A system review will be performed by Team Mythics to assess the status of the supported systems, and to review corresponding documentation as part of this statement of work.
- Team Mythics may make reasonable recommendations that arise out of this exercise, taking into consideration City of Hollywood's plans for the system(s). These will be discussed with the City of Hollywood, and subject to the City of Hollywood's approval, these may result in the need for additional activities, delivered subject to additional charge or using Application Support/Enhancement hours where appropriate.

Team Mythics recommends 4 stage process for the service transition:

Stage 1 – Transition Preparation (0 Week)

- Team Mythics Service Delivery Manager will conduct internal engagement on-boarding
- City of Hollywood to provide necessary project delivery artifacts/documents to initiate the self-study
- Team Mythics Service Delivery Manager will meet client to confirm the transition plan, set expectations and confirm outcomes
- Will define and agree the various governance & cadence items
- Agree all dates for workshops, discussions & meetings
- Team Mythics team to receive application access

Stage 2 – Knowledge Transfer & Self Study (2 Weeks)

- Meet and agree between Team Mythics and City of Hollywood team
- Introductory session by City of Hollywood on Artifacts/Documentation and application configuration (high-level)
- Cultural KT (Core Values, Norms, Terms, etc.)
- Series of KT sessions (Functional, Technical, Integration, Custom Extension & Environment Management)
- Self-study period

Stage 3 - Shadowing (2 Weeks)

- Team Mythics team will jointly participate in the review and resolution of incidents and enhancement requests in background and start taking issue KTs

Stage 4 – Reverse Shadowing

- Team Mythics team will start taking up front role in supporting the tickets

Support Services

All Services described in the Support Summary Table above are delivered via a Service Request (SR) model with



the client directing requested activities and allocation of service hours in conjunction with the Team Mythics service manager. Additional optimization, enhancement and module implementation service approaches are available.

The sections below further describe:

- Service Level Agreements,
- Support Tools
- Team Mythics and Client Roles and Responsibilities
- Engagement Assumptions
- Terms and Conditions

Service Level Agreement

- The following approach is based on ITIL good practice for the prioritization of Incidents
- This matrix-based approach helps strike a balance between objectivity (Impact) and business preference (Urgency)

IMPACT	Description	URGENCY	Description
High	The Supported System is unavailable to all users – or – a (suspected) security breach has occurred.	High	From the client's perspective, the most urgent issue to be resolved
Medium	Users are able to access the Supported System but one or more of the following apply: <ul style="list-style-type: none"> • Performance is severely degraded for all users; and/or • A majority of users of are unable to perform their core business duties to a significant degree 	Medium	More important than Low Urgency issues but should not take priority over High Urgency requests (the default setting)
Low	Issue affecting a single user or non-urgent business process; a request for guidance; or any other Incident not covered by High or Medium Impact definitions above.	Low	All other requests

Incident PRIORITY is determined based on the combination of IMPACT and URGENCY

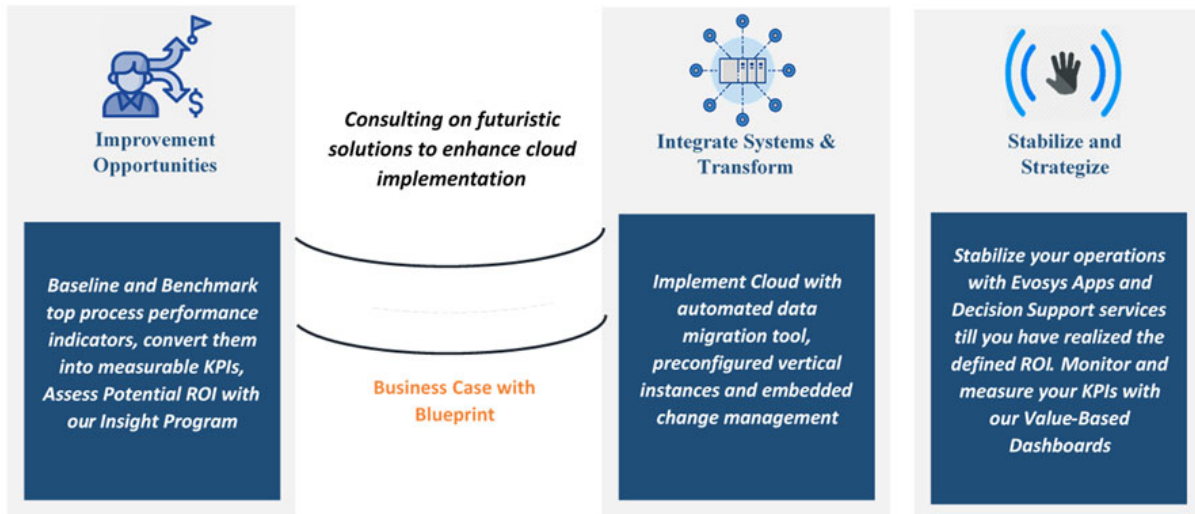
		Incident IMPACT			Priority	Response	Hours of cover
		High	Medium	Low			
Incident URGENCY	High	Priority 1	Priority 2	Priority 3	1	1 Clock hour	working days
	Medium	Priority 2	Priority 3	Priority 4	2	4 hours	working days
	Low	Priority 3	Priority 4	Priority 5	3	8 hours	working days
					4	16 hours	working days
					5	24 hours	working days

- P1 & P2 available on Production systems only
- Target compliance is 85% over a service quarter
- SLA clock *pauses* when action is not with Evosys and/or outside *Hours of Cover*

Insight Program with Value-based Analytics

The Team Mythics Insight Program is a selective investment offering from Team Mythics that covers business process assessments to attain the full potential outcome of the process and reach industry or set benchmarks for the process. By focusing on the critical challenges of the customer’s processes and converting them into measurable KPIs with our h Public Sector expertise, Team Mythics aims to advance its customers digitally and keep up with the pace of innovation in the highly competitive market. Through this KPI driven approach, Team Mythics is committed to accelerate our customer’s journey to meet the customer's business objectives and deliver significant ROI.

By choosing to go with this program you will be able to Baseline and Benchmark top performance indicators, convert them into measurable KPIs and assess potential ROI.



Leveraging VB Analytics

Measuring your cloud success

You can monitor and measure profitability as you monetize each of the strategic moves with these identified KPIs using Team Mythics powered Value-based Dashboards built on Oracle Cloud. This offering equips you to take pro-active decisions backed by real-time insights, thereby thinning the line between your operations and strategies, regardless of where you are in your journey to the Cloud.



The Team Mythics Value-based dashboards are provided to our customers with an intent to bring about a paradigm shift in the way they analyse systems and also provide the data to fine tune as necessary.

Key Notes about the Tool

- This Tool is deployed on Oracle Cloud Application.
- It uses OTBI (Oracle Transactional Business Intelligence) and BIP (Business Intelligence Publisher) features.
- No additional Licenses/Subscriptions are required.

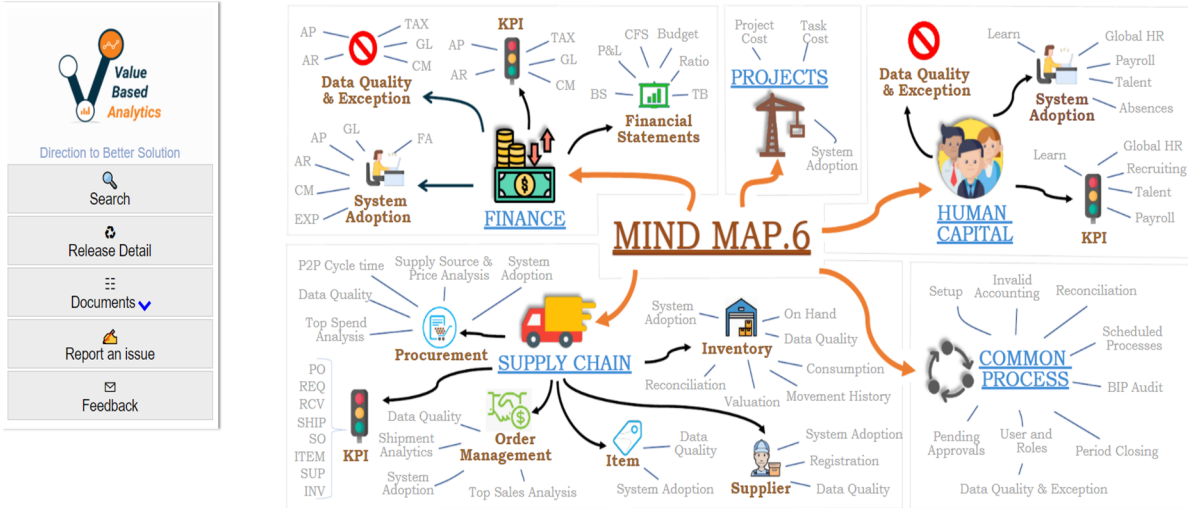


- The KPI reports will be subject to scope of the projects

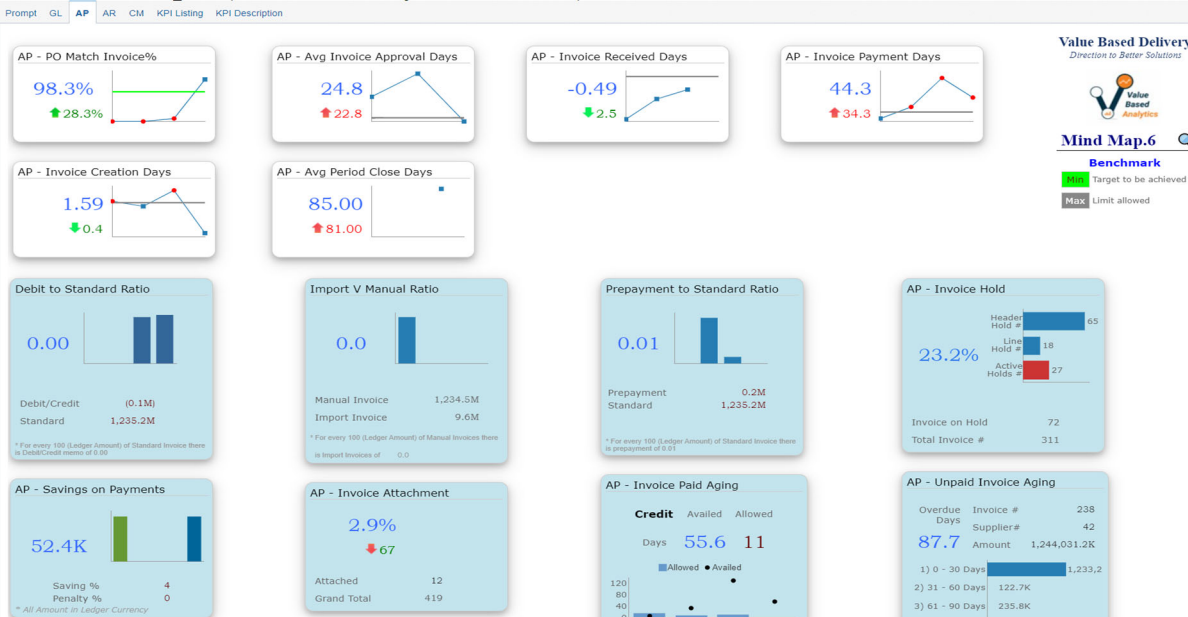
A detailed Value-based delivery plan will be provided post completion of the transition.

Sample Screenshots of the Analytics

Dashboard Home Page

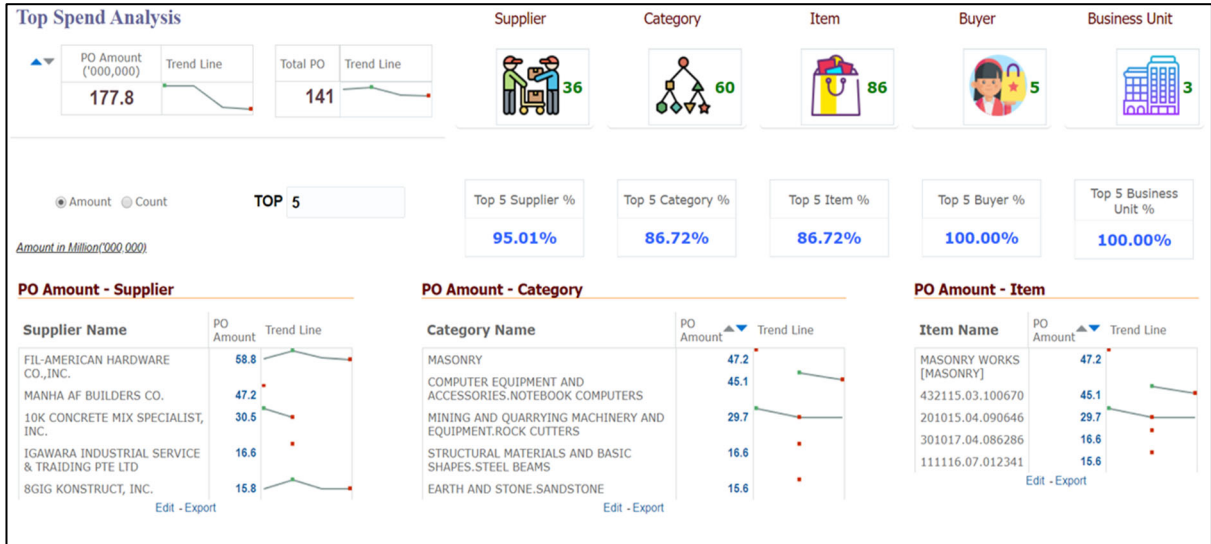


Finance Sample (AP Summary Dashboard)

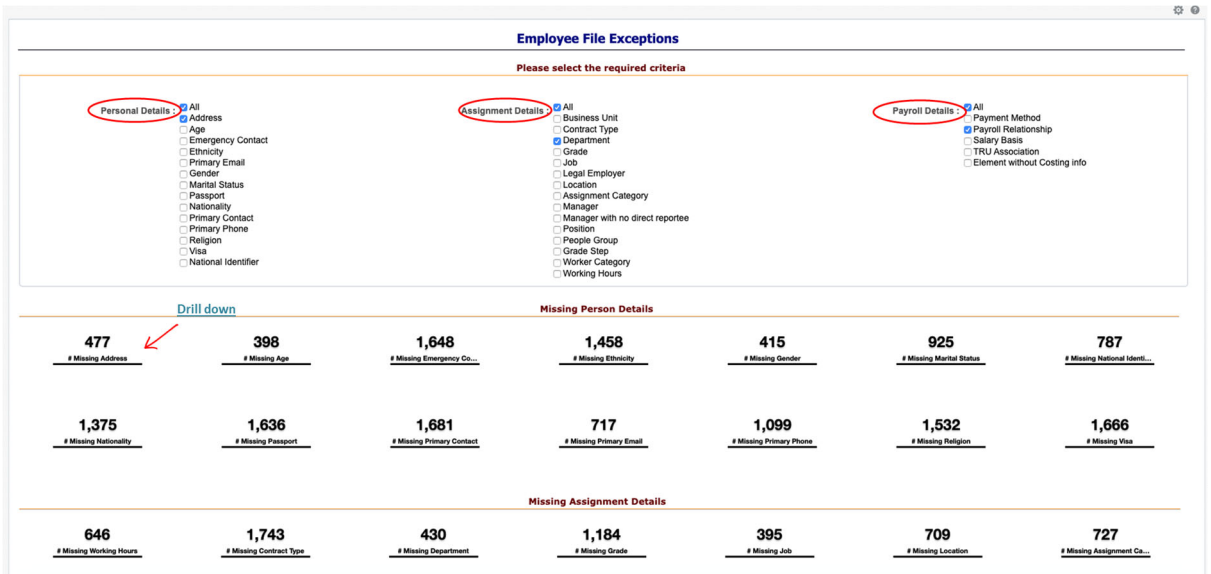




Procurement Sample



HCM Sample





ROLES AND RESPONSIBILITIES

Team Mythics Roles and Responsibilities

Team Mythics to perform all tasks on Test instance. Below mentioned are Team Mythics responsibilities

- City SR management through Team Mythics Support Portal
- Fortnightly/Monthly Support Status Meetings with City key stakeholders
- Oracle SR management – SR creation, follow-up, patching dates, patch testing, etc.
- Pro-active incident analysis (Problem Management) and an action plan based on the outcome of analysis (Root Cause Analysis)

City Roles and Responsibilities

- Solution migration to production based on the agreed process
- Providing issue details
- Should be able to reproduce issue logged under incident, if needed
- Signing off solutions on a timely basis
- Deciding priorities of the tasks
- Ensuring timely responses from users

ENGAGEMENT ASSUMPTIONS

Mythics has made every effort to accurately assess and estimate the requested consulting services. As no discovery effort is ever holistically exhaustive, a summary of assumptions made by Team Mythics in assembling this Statement of Work is below. If any assumptions prove to be invalid during delivery, adjustments to schedule, scope, or budget outlined herein may be required to complete the Description of Services.

- Team Mythics will perform the work remotely
- The scope of the managed services
- The City needs to raise a ticket for all issues related to the application using Team Mythics Ticketing Tool. Team Mythics consultants shall respond to the support tickets and assign the tasks to the concerned support staff for necessary resolution
- Team Mythics consultants will raise an SR with Oracle where issue resolution requires action from the Oracle team. Team Mythics will be responsible for all the Follow up with Oracle for SR raised. The City will be kept informed about the status of their ticket and actions being performed at all times.
- Oracle will be responsible for providing fixes for Application bugs. Team Mythics support resource will raise SR in My ups to resolve the issue.
- Entering or updating any transactions in the system or performing any data cleansing activities will not be part of Team Mythics Support Consultant's responsibility. The City must manage this.
- Priority 1 and 2 (Critical/High) issues will be limited to the issue that has occurred in the production environment Issues on Non Prod environment having significant impact for a Production project will be discussed with Team Mythics Service Manager and mutually agreed for the priority 1 or 2.
- The City should provide SPOC for all business areas to be covered.
- The City shall promptly provide subject matter experts (business and technical) and key users as



required during the onboarding process.

- Support activities will be in accordance with working hours, as mentioned in the proposal.
- The proposed support model does not cover Multi-Lingual Support. Support will be in English Language, and all the consultants will be English speaking.
- Team Mythics will provide the requirement specification template. The City will have to provide the updated document with detailed requirements for any new development.
- A list of open implementation points to be confirmed by the City before the start of support process
- SR Requests for new Implementation, Integrations, Data Migration or Extraction up to 40 man-hours per development will be considered as part of the current scope.
- SR Requests for new Implementation, Integrations, Data Migration or Extraction over 40 hours will be reviewed by the service manager with the client. Based on the complexity and availability of hours, it may be initiated as part of the current SoW or routed via change management process as agreed with the client.
- Extraction, integration, modification, testing and issue resolution for applications outside of the specified Oracle Cloud Applications must be managed by the Client or a Third-Party.

Terms and Conditions

Mythics is submitting this proposal pursuant to the terms and conditions of Mythics' OMNIA Partners Region 4 Contract, R190801 and the professional services terms incorporated herein. Any additional terms amended to this statement of work (SOW). 1. Must be mutually agreed to by the Parties, 2.) Comply with the Term in the Region 4 Contract, including any contract extensions, and 3) In the case of a conflict in the provisions of this SOW and the Region 4 Contract, the Region 4 Contract shall govern.

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

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

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



Payment Terms - All payments from Client to Mythics are due in full within thirty (30) days after receipt of a valid invoice. If any portion of a bill has not been paid, except for items disputed by the Client, within the sixty (60) day period, interest at the rate of twelve percent (12%) per annum, compounded monthly, of all owed amounts, shall automatically be added to the amount owed. If any balance remains outstanding seventy-five (75) days following the date of the invoice, Mythics may terminate this Agreement or any portion thereof. Termination of this Agreement or any portion thereof pursuant to this provision shall not release Client from any of its obligations hereunder. All payment or invoice inquires should be directed to the following points of contact:

Mythics, Inc.
Accounts Receivable
4525 Main Street, Suite
1500
Virginia Beach, Virginia
23462
Attn: Patricia Holley
Telephone: 757-452-6291
Facsimile: 757-963-6198
Email:
ptholley@mythics.com

Client Name
Accounts Payable
Address
Attn:
Telephone:
Facsimile:
Email:

Indemnification - Mythics covenants to fully indemnify, save and hold harmless Client, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by Mythics under this agreement which may be attributed to negligence by Mythics.

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:

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

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Mythics will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Mythics. Mythics will not indemnify you for infringement caused by your actions against any third party if the program(s) as delivered to you and used in accordance with the terms of this agreement



would not otherwise infringe any third-party intellectual property rights. Mythics will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

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

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

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

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



prohibit one Party from hiring any employee of the other Party who responds to (i) routine employment solicitations, or open house or job fair events, or (ii) widely distributed announcements of job openings.

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

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

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

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

Governing Law - This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to such State’s principles of conflicts of laws and the laws of the United States of America. Any claim or cause of action arising out of or connected with this Agreement shall be brought exclusively in the Circuit Court of the City of Virginia Beach, Virginia or in the Federal Court in the Eastern District of Virginia, Norfolk Division. The parties consent to submit to the personal jurisdiction of such courts and waive any and all objections to such jurisdiction and venue.

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



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

Client Reference - Mythics may refer to Client (by name) as a Mythics consulting client of the ordered services and offerings in sales presentations, marketing vehicles, and activities.

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