

PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

Master Agreement #: CTR060027
Contractor: Mythics, LLC
Participating Entity: State of Kansas

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, public institutions of higher education, cities, counties, districts, and other political subdivisions of the state, (collectively, the "Participating Entities," and each a "Participating Entity") if authorized herein, by law, or is not otherwise outside the scope of the Master Agreement as determined by Contractor. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

PARTICIPATING ADDENDUM**SOFTWARE VALUE ADDED RESELLER (SVAR)
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4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Eric Seifert
Address:	4525 Main Street, Ste 1500, Virginia Beach, VA 23462-3398
Telephone:	757-374-0856
Fax:	757-412-1060
Email:	eescobar@mythics.com

PARTICIPATING ENTITY:

Name:	Kindra Gribble
Address:	900 SW Jackson, Ste 451S, Topeka, KS, 66612
Telephone:	785-296-2732
Fax:	785-296-7240
Email:	Kindra.gribble@ks.gov

Participating Entity Modifications and Additions to the Master Agreement

- ☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Oracle Terms and Conditions. Orders of Oracle software programs and/or services and Oracle Cloud Services shall be governed by the terms and conditions of the applicable publisher are available at: <https://www.mythics.com/naspo> . The Oracle terms and conditions must take precedence for all matters pertaining to Oracle.

Mythics Consulting Terms and Conditions. Orders of Mythics Professional Services shall be governed by the Mythics Consulting Terms and Conditions available at: <https://www.mythics.com/naspo> , which shall take precedence for any Mythics Professional Services orders hereunder.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other Participating Addenda or the Master Agreement itself.

Order of Precedence

Any conflict among the below documents shall be resolved by giving priority to the

PARTICIPATING ADDENDUM



SOFTWARE VALUE ADDED RESELLER (SVAR) LED BY THE STATE OF ARIZONA

documents in the order listed below:

1. A Participating Entity's Participating Addendum, including the incorporated Oracle Terms and Conditions,
2. Mythics Consulting Commercial Terms and Conditions,
3. Statement of Work (as applicable);
4. NASPO ValuePoint Master Agreement

Acceptance

Acceptance of the Oracle products, if any, are described in the applicable Oracle Terms and Conditions. Acceptance standards or periods shall be defined in any Statement of Work for Professional Services.

Enterprise or Volume Agreements

Upon Oracle approval, Contractor may sell additional seats consistent with the Participating Entities Enterprise or Volume Agreements. Contractor will work with Participating Entity and Oracle as needed to establish new Enterprise and Volume License Agreements.

Oracle Technical Support Pricing

1. Oracle On Premise Support Renewal Pricing for Licenses Purchased Against this NASPO PA:

The price of any on premise Oracle support renewal for licenses originally ordered against the Mythics NASPO Master Agreement and/or Participating Addendum will not increase by more than 4% over prior years fees, if ordered for the same number of licenses for the same programs under a specified Customer Support Identifier (CSI).

The pricing structure clarified above does not include additional fees Oracle may apply to the order including but not limited to back support, reinstatement fees, or surcharges.

2. Oracle On Premise Support Renewal Pricing for Licenses Not Purchased Against this NASPO PA:

The price of any on premise Oracle support renewal for licenses not originally ordered against this Mythics NASPO Master Agreement and/or Participating Addendum will not increase by more than 8% over prior years fees, if ordered for the same number of licenses for the same programs under a specified Customer Support Identifier (CSI). This increase will occur for the first support renewal year purchased against the Mythics NASPO Master Agreement and/or Participating Addendum. Subsequent purchases of Oracle Technical Support for the associated renewal which continues to be ordered against the Mythics NASPO Master Agreement and/or Participating Addendum will not increase by more than 4% over prior years fees, if ordered for the same number of licenses for the same programs under a specified Customer Support Identifier (CSI).

The pricing structure clarified above does not include additional fees Oracle may apply to the order including but not limited to back support, reinstatement fees, or surcharges.

Termination

This Participating Addendum may be terminated upon 60 days written notice prior to the

PARTICIPATING ADDENDUM



SOFTWARE VALUE ADDED RESELLER (SVAR)

LED BY THE STATE OF ARIZONA

effective day of termination, unless otherwise limited or stated herein . Termination of

the Participating Addendum will not affect orders that are outstanding at the time of termination. Those Orders will be performed according to their terms as if this Participating Addendum were still in full force and effect. However, those orders may not be renewed subsequent to termination of this Participating Addendum.

Subcontractors

All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

Orders

Any order placed by Participating Entity for a product and/or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of the Master Agreement and this Participating Addendum, unless the parties to the order agree in writing that another contract or agreement applies to the order.

Entire Agreement:

A. By placing an order under this Participating Addendum, each Participating Entity agrees that this Addendum and any information that is incorporated by written reference or attached to this Participating Addendum, an order (including reference to information in a URL or referenced policy), or Statement of Work, are the complete agreement for the products and services ordered by such Participating Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding the products and services.

B. It is expressly agreed that the terms of this Addendum, any order, and Statement of Work (to the extent applicable) shall supersede the terms in, any purchase order, procurement internet portal or any other similar terms not expressly agreed to by Mythics and such terms shall not apply to the products and services ordered.

- a) State of Kansas Contractual Provisions Attachment, DA-146a attached and incorporated into this Participating Addendum as Attachment A will have prior precedence over the Order of Precedence for the Master Agreement (CTR060027).
- b) Travel expenses if applicable, shall be reimbursed under the same rates and conditions as noted in the "Employee Travel Expense Reimbursement Handbook" found at:
<https://admin.ks.gov/offices/accounts-reports/state-employees/state-employees-travel-center>
 unless otherwise agreed upon with the Purchasing Entity.
- c) Leasing is outside the scope of the NASPO ValuePoint Agreement and this Participating Addendum.
- d) Reports and Administrative Fees:
 The Contractor shall submit calendar quarterly reports to the Division of Purchases for all acquisitions, less returned product ("actual, net invoice sales"), made from this Participating

PARTICIPATING ADDENDUM**SOFTWARE VALUE ADDED RESELLER (SVAR)****LED BY THE STATE OF ARIZONA**

Addendum. This report should include as a minimum the agency name, quantity, description and amount. The report will be provided electronically and a check sent payable to the State of Kansas - Office of Procurement and Contracts for an amount equal to one half of one percent (0.5%) of the total actual sales. The report is to be sent to: reports@ks.gov. The report and fee shall be submitted by these quarterly dates:

Quarter#1: July 1st through September 30th, due by November 30th

Quarter #2: October 1st through December 31st, due by February 28th

Quarter #3: January 1st through March 31st, due by May 31st

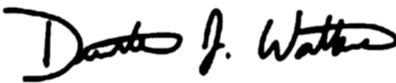
Quarter #4: April 1st through June 30th, due by August 31st

- e) This contract Is not an exclusive contract. The State of Kansas is not precluded from the purchase of goods and services from other sources.
- f) A State of Kansas, Tax Clearance Certificate is required to execute thiscontract.
- g) The contractor shall sign and submit a "Policy Regarding Sexual Harassment Acknowledgment form" per Executive Order 18-04. This form is required to execute thiscontract.
- h) The contractor shall sign and submit a "Boycott of Israel certification Form" per HB 2482, 2018 Legislature. This form is required to execute this contract.
- i) The contractor shall sign and submit a "Certificate of Procurement Form" pursuant to Public Law 115-2332, Section 889 of the John S. McCain National Defense Authorization Act of 2019. This form is required to execute this contract.
- j) The contractor acknowledges the assigned State of Kansas contract number is:
0000000000000000000056719.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY**CONTRACTOR**

Signature: 	Signature: 
Name: Todd Herman	Name: Mythics, LLC Deonte J. Watters, CCMAP

PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
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Title: Director of Procurement	Title: Vice President of Business Operations
Date: 3/6/2025	Date: February 14, 2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

1.1 Important

1.2. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the January, XX 2025 Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision within the Master Agreement

1.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

1.4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.

State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Purchasing Entity under the applicable order. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

1.5. Disclaimer of Liability

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor Beyond the liability under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

1.6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be

Contractual Provisions Attachment A

DA-146a Rev. 07/19

canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

1.7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

1.8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403),

1.9. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

1.10. Responsibility for Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

1.11. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

1.12. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

1.13. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that, subject to the terms and conditions of section 1.3 (Kansas Law and Venue) above, nothing related to this Addendum shall be deemed a waiver of the Eleventh Amendment."

1.14. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.