SAINT PAUL
MINNESOTA

CITY OF SAINT PAUL
AGREEMENT

PURCHASER (Referred to as "The City")
City of Saint Paul
15 W Kellogg Blvd
Room 280 City Hall Courthouse
Saint Paul, MN 55102
Phone: 651-266-8900

CONTRACTOR
Mythics, Inc.
4525 Main Street, Suite 1500

Virginia Beach, VA 23462

Contract No: 3983
Effective Date: April 1, 2023
Expiration Date: July 31, 2024
Contract Description: RFP-ARPA-AC&SPRWS-ENTERPRISE ASSET MANAGEMENT AND
IMPLEMENTATION SYSTEM-MYTHICS

Contacts
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>
> City Project Manager Contact Information:
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>
> Contractor Project Manager Contact Information:
> Deonte J. Watters - consultingcontracts@mythics.com
> 757-412-4362

CONTRACT LINES

Item	Item Description	Unit of Measure	Base Cost
TOTAL PROJECT AMOUNT	TOTAL PROJECT AMOUNT	8P	3,462,544.00000

City Terms and Conditions
PSA
(Federal)

This "**Agreement**," made and entered into on the effective date above by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "**City**," and the above-named Contractor, hereinafter referred to as "**Contractor**." The City and Contractor each a "**Party**" and collectively the "**Parties**." The City and Contractor, in consideration of the mutual terms and conditions, set forth, below, agree as follows:

Section 1. Scope of Services, Time for Completion, and Commencement of Work.

Contractor will provide the services comprised of the tasks, deliverables, and timeline(s) (the "Services") articulated in Exhibit A, which is attached and incorporated into this Agreement by reference. The Services rendered by Contractor will commence upon execution of the Agreement and with the specific prior agreement of the City or its designated representative to proceed. The Services will be provided in accordance with the written schedule mutually agreed upon with the City, but no later than the expiration date as provided in this Agreement. No claim for labor, services, or products provided by the Contractor not specifically provided for in this Agreement, will be honored by the City.

In the event that there are delays caused by actions of the City or which may be reasonably requested by the Contractor which might require change to the completion date, Contractor must request in writing an extension of time for completion of the Services. The Project Manager will review the request and, if an extension is required, grant to the Contractor such extensions of contract time as may be reasonable in the City's discretion. A request shall not be deemed approved unless the Project Manager has provided approval to the Contractor in writing.

Section 2. Project Management.

The City requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the City is grounds for termination of the Agreement by the City.

The City has designated the individual on Page one (1) as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager has the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

Section 3. Billings, Payment, and Invoices.

The amounts articulated herein will fully compensate Contractor for all work and associated costs. The City will honor no claim for services and/or costs provided by the Contractor not specifically provided for in this Agreement. Total costs for the Services must not exceed the amount referenced herein.
Contractor must submit an itemized invoice monthly or after Services are complete. Invoices should clearly itemize all goods and/or services provided. Upon receipt of the invoice and verification of the charges by the Project Manager, the City will make payment to Contractor within thirty-five (35) days in accordance with Minnesota Statutes Section 471.425 or future amendments. Contested invoices will not

be paid until the billing issue is resolved, and City will have thirty-five days from that date to make payment.

Section 4. City Responsibilities.

The City agrees to provide Contractor with access to any information from City documents, staff, and other sources under the control of the City needed by Contractor to complete the Services.

Section 5. Amendment or Changes to Agreement.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

Amendments, modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

Section 6. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person, deposited in United States Certified Mail, or via electronic mail with Return Receipt Requested. Any notices or other communications should be addressed to the individuals and addresses listed in Exhibit A.

Section 7. Survival of Obligations.

The respective obligations of the City and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration.

If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the Parties legally, commercially, and practically can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

Section 8. Records, Dissemination of Information.

For purposes of this Agreement, the following words and phrases have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"**Work product**" means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results solely from Contractor's Services under this Agreement.

"**Supporting documentation**" means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other formats which result solely from Contractor's Services under this Agreement, and which are used to generate any and all work performed and work products generated under this Agreement.

"**Business records**" means any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to Contractor and pertaining to the Services under this Agreement.

A. All work products and supporting documentation must be delivered to the City, and will become the property of the City after final payment is made to the Contractor with no right, title, or interest in said work products or supporting documentation vesting in Contractor, except as provided in this section. Contractor retains the right to all its software, intellectual property and templates that are not a Service specific deliverable as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects. Contractor is not liable for any unauthorized use or reuse of any plans or specifications by the City or any third party

B. The Contractor agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the Services performed under this Agreement without prior knowledge and written consent of the City.

C. In the event of termination, all work product finished or unfinished, and supporting documentation prepared by the Contractor under this Agreement, must l be delivered to the City by Contractor by the termination date without further obligation of the City to Contractor except for payment of amounts due and owing for Services performed and expenses incurred to the date and time of termination.

D. The Contractor must maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

E. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat.§§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Contractor must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennessen warnings.

Section 9. Human Rights/Affirmative Action/Economic Opportunity Requirements and Specifications.

A. Requirements.
Contractor must comply with the City of Saint Paul's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. Contractor also must comply with the City of Saint Paul's Vendor Outreach Program pursuant to Chapter 84 of the Saint Paul Administrative Code. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public

assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

B. Specifications.
When applicable, the Contractor must comply with the Affirmative Action and Vendor Outreach Specifications attached to this Agreement and incorporated by reference herein.

Section 10. Affirmative Action Plan.

Pursuant to City of Saint Paul Administrative Code § 86.06 and City of Saint Paul Legislative Code §183.04, every contractor and/or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded $50,000 must complete and submit to the Human Rights and Equal Economic Opportunity Department an Affirmative Action Program Registration form along with a $75 dollar registration fee.

Section 11. Compliance with Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Agreement. The Contractor must apply for, pay for, obtain all permits and/or licenses required and keep such in force during the performance under this Agreement.

Section 12. Conflict of Interest.

Contractor's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Contractor also affirms that to the best of the Contractor's knowledge, their involvement in this Agreement does not result in a conflict of interest with any part or entity which may be affected by the terms of this Agreement. The Contractor agrees that should any conflict or potential conflict of interest become known to the contractor, they will immediately notify the Purchasing Systems Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement.

Section 13. Hold Harmless.

The Contractor will bear all loss, expense (including attorney's fees) and damage in connection with, and will defend, indemnify, and hold harmless, to the extent allowed by law, the City and its officers, agents and employees from all liabilities, claims, damages, costs, judgments, lawsuits, and expenses, including court costs and reasonable attorney's fees, regardless of the Contractor's insurance coverage, resulting from any negligent act or omission by the contractor or any person employed by Contractor in carrying out the terms of this Agreement. This indemnification shall not be construed as a waiver on the part of the City of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law. This obligation of the Contractor shall survive the termination or expiration of this Agreement.

Section 14. 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. CONTRACTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF TWO TIMES (2x) THE FEES PAID BY THE CITY UNDER THE APPLICABLE ORDER FROM WHICH SUCH LIABILITY ARISES NOTWITHSTANDING THE FORGOING, CONTRACTOR'S TOTAL LIABILITY FOR ANY CAUSE OF ACTION BROUGHT PURSUANT TO SECTION 13 HEREIN, SHALL BE LIMITED TO THE AMOUNT OF THREE TIMES (3x) THE FEES PAID BY THE CITY UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES, OR $1,000,000.00, WHICHEVER IS GREATER.

Section 15. Assignment.

The City and Contractor each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Contractor will assign or transfer their interest in this Agreement without the written consent of the other.

Section 16. Warranty

Contractor warrants that services will be provided in a professional manner consistent with industry standards. The City must notify Contractor 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 COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES

Section 17. Termination.

A. With Cause.
The City reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. If the City exercises its right to terminate under this Section, it will submit written notice to the Contractor, specifying the nature of the breach and the date by which such breach must be cured.

B. In the Event of Termination.
In the event of termination, the City will pay Contractor for all Services and/or products, received by the City up to the receipt of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the Contractor must take all actions necessary to discontinue further commitments of funds

to the extent that they relate to the terminated portions of this Agreement. The Contractor will deliver all work products and supporting documentation developed up to the time of termination prior to the City rendering final payment for service.

Section 18. Interpretation of Agreement, Venue, Conflicts.

A. Interpretation of Agreement and Venue.
This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in Ramsey County District Court, Second Judicial District, State of Minnesota, or the United States District Court, District of Minnesota, where applicable.

B. Conflicts
Any ambiguities related to the terms and conditions set forth in this Agreement will be construed in favor of the City. If any provision of this Agreement conflicts with federal laws or regulations, the federal laws and regulations will control.

Section 19. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Contractor to the City is that of independent contractor and not that of employee. No statement contained in the specification or resulting Agreement will be construed so as to find the Contractor an employee of the City, and Contractor is entitled to none of the rights, privileges, or benefits of Saint Paul employees.

Section 20. Waiver.

Lack of enforcement by the City of any breach of this Agreement does not constitute a waiver of the City's right to enforce any subsequent breach or default.

Section 21. Subcontracting.
A. Written Approval Required.
The Contractor agrees not to enter into any subcontracts for any of the Work contemplated under this Agreement without obtaining prior written approval of the City. As required by Minnesota Statutes Section 471.425, Subd. 4a, the Contractor must pay any subcontractors within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractors

B. Subcontractor Agreements.
The Contractor agrees to incorporate these terms and conditions, exhibits, attachments, specifications, and all related contract documents and materials into all subcontractor agreements and agrees to cause its subcontractors to do the same in any subordinate subcontractor agreements.

C. Subcontractor Payment.
Prime contractors are required to pay any subcontractor pusuant to paragraph A of this section and applicable Minnesota Statutes. The prime contractor will be required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10.00. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due

to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. Ref: Minnesota Statues 1995, amending Section 471.425, effective 8-1-95.

Section 22. Force Majeure.

Neither the City nor the Contractor will be held responsible for performance if performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to: severe weather earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of the legislature, judiciary, or executive.

Section 23. Entire Agreement.

Specifications and other solicitation materials specifically referenced and incorporated into this Agreement and these General Terms and Conditions constitute the entire Agreement between the parties and supersede all prior oral or written negotiations.

Section 24. Insurance.

A. Contractors.
Contractors must carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents, and representatives are Additional Insureds. Contractor must submit the corresponding "additional insured" endorsement outlining policy coverage for the City. The policy must include an "all services, products, or completed operation endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

B. Subcontractors and/or Independent Contractors.
If the City gives written approval for Contractor to utilize subcontractors or other independent contractors to fulfill the terms and conditions of this Agreement, each subcontractor or independent contractor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said contractor is working on this Agreement) to have and maintain their own general liability, auto liability and workers compensation insurances that provide coverage for their own employees. If requested by the City, subcontractors and independent contractors must certify that they are not entitled to receive employee benefits of any type because their contractual relationship with the City is of that of a subcontractor or independent contractor, not a City employee.

C. Insurance Limits.
1. General or Business Liability Insurance
$1,500,000 per occurrence
$2,000,000 aggregate per project
$2,000,000 products/completed operations total limit
$1,500,000 personal injury and advertising

Errors and Omissions
$1,000,000 per occurrence

$1,000,000 aggregate

2. Automobile Insurance.
a. Commercial Vehicles. When commercial vehicles will be used in connection with the Agreement, these minimum coverage amounts are required:
Bodily Injury
$750,000 per person
$1,000,000 per accident
Property Damage
Not less than $50,000 per accident
Coverage must include: hired, non-owned and owned auto

b. Personal Vehicles. When personal vehicles are used in connection with the Agreement, the City is not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the City with Endorsements from insurance company.
Bodily Injury
$30,000 per person
$60,000 per accident
Property Damage
$20,000 per accident

c. Rental Vehicles. When rental vehicles are used in connection with the Agreement, the Contractor must either purchase insurance from the rental agency or provide the City with proof of insurance as stated above.

d. In the event that the Contractor will not use a vehicle in to complete the tasks described in Exhibit A Scope of Work pursuant to this Agreement, then the Contractor must provide a statement to that fact in the form of an email or a letter (on business letterhead) prior to beginning work on the contract. In such a case, proof of automobile insurance will not be required.

3. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability must have a minimum of:
$500,000 per accident
$500,000 per employee;
$500,000 per disease policy limit.
a. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. Professional Services Coverage. Professional Liability Insurance is required when the Agreement is for service for which professional liability insurance is available for purchase. Professional Liability must have minimum liability limits of:
$1,000,000 per occurrence
$1,000,000 aggregate

5. Work Scope Specific Insurance. If required by the type of services being provided, the following minimum insurance limits apply for: Pollution Liability or Hazardous Waste, Builder's Risk, or other specialty insurance:
Pollution Liability / Hazardous Waste
$1,000,000 per occurrence
$1,000,000 aggregate

Builder's Risk Insurance: Required for the cost of the project.

Fireworks Insurance: Required in the amount of $5,000,000 minimum when fireworks will be used at an event to be held on City property.

Liquor Liability Insurance: Required when liquor will be served at an event. Limits are dependent on the size of the event, but must not be less than:

$1,000,000 per occurrence
$1,000,000 aggregate

D. General Insurance Requirements
1. All policies must be written on an occurrence basis or as acceptable to the City of Saint Paul. Certificates of insurance must indicate that the policy is issued on an occurrence basis.

2. The Contractor may not commence any work until the Certificate(s) of Insurance include all required insurance coverage for the project is approved, and the Project manager has issued a notice to proceed. Contract must carry valid insurance for the duration of the original Agreement and any extension periods.

3. The City reserves the right to review Contractor's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.

4. Nothing precludes the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services changes, if the amount of the Agreement is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

5. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy must be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.

Section 25. Counterparts.

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Section 26. Electronic Signatures.

The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

Section 27. Additional Terms and Conditions Incorporated by Reference.

The City may incorporate by reference Federal, State, and/or City Department project specific specifications or proposals. Except as otherwise provided in this Agreement, if any provision contained in the Federal, State, or project specific specifications or proposal conflicts with, or inconsistent with, any provision in the general City Terms and Conditions, the more restrictive provision will control. Notwithstanding the foregoing, City Terms and Conditions with related attachments supersede Contractor proposals or attachments, except in relation to Oracle products or services. Oracle terms and conditions shall supersede and govern all matters related to Oracle products or services provided by Oracle.

Section 28. Exhibits.

As so referenced in these terms and conditions, the Exhibits and Addenda attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

Exhibit A:	Scope of Work
Exhibit A-1:	Oracle Public Sector Cloud Service Agreements Terms
Exhibit B:	Standard Federal Award Requirements: Non-Discrimination, Federally Assisted Construction Contracts, Contractor Debarment, Suspension, and Responsibility Certification
Exhibit C:	Additional Federal Provisions
Exhibit D:	Anti-Lobbying Certification
Addendum:	Grant Specific Requirements

Section 29. Applicable Contract Terms and Conditions.

By signing this Agreement, the Contractor acknowledges and agrees that federal financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. In addition, Contractor will comply with all applicable terms and conditions, requirements, exhibits, and addenda no matter the source of funding. Contractor further agrees that contract terms and conditions, requirements, exhibits, and addenda are subject to change based on source of funding

EXHIBIT A
Scope of Work

The purpose of this SOW is to describe the work, services, tasks and/or deliverables that Contractor will provide to [the City] under the City Terms and Conditions agreed upon by the Parties, (the "**Agreement**"). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Contractor hereunder.

I. Description of Services and Deliverables

Oracle working under the direction of Mythics serving as prime (Forming Team Mythics) will assist The City of Saint Paul (The City) with an estimated two thousand and ninety-one (2,091) person days to implement Oracle Utilities Work and Asset Cloud Services ("WACS"), Oracle Field Service ("OFS") and the WACS module Oracle Utilities Analytics Visualization for WACS ("OUAV"). The services and project management described herein (collectively, the "Project") will be provided utilizing Oracle True Cloud Method ("TCM") and will be grouped into the following phases: Focus, Refine, Enable, and Live-Operate. The Project will be implemented in two (2) phases; Phase 1 is for The City Water (Water) department and will be followed by Phase 2 for The City Public Works department (Public Works).

Team Mythics will be guiding the City of Saint Paul in the implementation of Oracle Work and Asset Cloud Service (WACS) and Oracle Field Service (OFS) as their new EAMS system. This commitment involves software procurement, project management, discovery and planning, integrations, data migration, training, and technical support. Team Mythics will also assist with the development of end-user business requirements, potential future business processes, and technical system configurations to meet the needs of the end users.

II. Scope of Work:

A. Consulting Services

The services outlined in this Statement of Work will occur within a period of performance beginning April 1, 2023 to July 31, 2024 (the "services period"). Team Mythics understands the importance of your mission and are committed to the successful outcomes of this project. The project phasing implementation schedule is below:

> **Water Implementation:** April 1, 2023 – March 31, 2024: 12 Months
> **Water Support:** March 31, 2024 – June 30, 2024: 3 months
> **Public Works Implementation:** August 1, 2023 – April 30th, 2024: 9 Months
> **Public Works Support:** April 30, 2024 - July 31, 2024: 3 Months

B. Definitions:

The following definitions will apply to the services described within the exhibit:

Term	Definition

Term	Definition
"CMA"	Configuration Migration Application.
''CIS''	The City of Saint Paul Customer Interaction System
"Configure" and "Configuration"	The setup of the applications by entering specific values which drive business processes using the Standard Functionality provided within the application without extension.
''Defect''	A defect is defined as: A configuration, integration or extension functionality that does not materially conform to the approved functional design document. A data conversion element that does not validate to the configuration data type.
''ESRI''	Environmental Systems Research Institute
''GIS''	Geographic Information System
"IMP"	Infrastructure Management Plan
"IP"	Internet Protocol
Pre-Release Testing ("PRT")	The process in which testers validate an isolated extension, a non-standard interface integration, or custom report components in The City of Sain Paul environment prior to System Testing.
"Process Playback"	Demonstrations of WACS, OFS and OUAV, where Team Mythics will present the configured solution.
Regression Testing	The process to validate that no previously working functions have failed because of newly applied fixes or changes.
Service Request ("SR")	A formal request for defect service.
"Solution"	A solution contains content based on one or more solution sets and are meant to speed up the deployment of a particular workstream. Solutions can include things such as: Industry focused pre-configuration Process focused pre-configuration i.e. Advanced Digital Asset Optimization Reports Pre-built integrations Enhanced objects with additional fields, calculations and scripts Solutions can be deployed in conjunction with solution sets. Solutions are focused on providing utility industry- based standards to address specific functional process areas / use cases.
"Solution Set"	A grouping of software functions by functional area. The term "solution" is not intended to, and does not, express or imply that Team Mythics can

Term	Definition
	or will contractually or otherwise agree to "solve" any issues or problems.
"Standard Functionality"	Base features and usability of the application without extension, enhancement, or modification.
System Integration Testing ("SIT")	The process in which testers validate how the WACS application maintain data integrity and operate in coordination with other applications in the same environment utilizing contrived or converted data. The validation process reviews how all subcomponents are integrated as compared with the expected results.
''System Testing''	The process in which testers validate how the application modules work and how the WACS application (excluding integrations to other applications) performs in the test environment.
User Acceptance Testing ("UAT")	The process in which the WACS application is validated in coordination with other applications in the same environment by the intended audience to review how an application addresses the Solution Sets and assists the business utilizing converted data.

Term	Definition
Service Request ("SR")	A formal request for defect service.
"Solution"	A solution contains content based on one or more solution sets and are meant to speed up the deployment of a particular workstream. Solutions can include things such as: Industry focused pre-configuration Process focused pre-configuration i.e. Advanced Digital Asset Optimization Reports Pre-built integrations Enhanced objects with additional fields, calculations and scripts Solutions can be deployed in conjunction with solution sets. Solutions are focused on providing utility industry- based standards to address specific functional process areas / use cases.
"Solution Set"	A grouping of software functions by functional area. The term "solution" is not intended to, and does not, express or imply that Team Mythics can or will contractually or otherwise agree to "solve" any issues or problems.
"Standard Functionality"	Base features and usability of the application without extension, enhancement, or modification.
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User Acceptance Testing ("UAT")	The process in which the WACS application is validated in coordination with other applications in the same environment by the intended audience to review how an application addresses the Solution Sets and assists the business utilizing converted data.

Phase One Dept of Water

Team Mythics performs the following project management services, with the City's assistance as described herein:

    1. Project Management

        a. Meet with Team Mythics' project manager and The City project manager to perform a walkthrough of the executed contract in order to review scope, assumptions and collaboration for the Project.

        b. Create the Project Management Plan ("PMP"), the first version of which is referred to as the "Initial PMP", which defines the approach for the Project as follows:
- Scope Management.
- Financial Management;
- Work Management;
- Risk Management;
- Issue And Problem Management;
- Staff Management;
- Communication Management;
- Quality Management;
- Configuration Management; And
- Infrastructure Management.

        c. Maintain the Initial PMP for the Project.

        d. Create an Oracle Project Plan, the first version of which is referred to as the "Initial Oracle Project Plan", which defines the Team Mythics activities, milestones, and dependencies for Phase 1.

        e. Maintain the Initial Oracle Project Plan.

        f. Manage the Team Mythics services Project scope and Team Mythics resources.

        g. Integrated Project planning:
- Lead the creation of the initial integrated project plan (hereinafter "Initial Integrated Project Plan" or "Initial IPP" which means a project plan including You, The City of Saint Paul and Oracle's high-level activities, milestones, and dependencies for the overall Project.
- Lead in the maintenance of the integrated project plan (hereafter "Initial Integrated Project Plan" or "Initial IPP").

        h. Identify, manage, and escalate identified Project issues and risks to The City project manager and The City project sponsor.

        i. Address scope changes utilizing the change control process defined in the PMP.

        j. Provide input to the establishment of templates for workstream and Project status reporting.

k. Provide input to the establishment of metrics to be used by the Project Management Office ("PMO") of the Project to monitor the performance of the Project.

l. Provide input to the establishment of a repository for the Project (both code and documentation).

m. Provide input to, and participate in, monthly steering committee meetings with You and The City for the Project.

n. Provide a weekly status report to You and The City project manager in the Oracle template comprised of the following:

- Team Mythics task status by implementation phase;
- Team Mythics deliverables and milestones as outlined in this exhibit;
- Team Mythics Project issues and risks;
- Business decisions required by the The City;
- Staff plan which outlines the vacations, holidays, available work dates and compensatory tax leave dates for Team Mythics employees assigned to the Project.

o. Participate in a weekly status meeting to review Project status, issues and risks.

p. Participate in a project kick-off meeting which will comprise of the following:

- Team introduction;
- Project goals;
- Project activities and timelines;
- Roles and responsibilities; and
- Current risks and issues.

q. Participate in The City lessons learned sessions.

r. Create an "Initial Project Closure Report" that summarizes the Project scope and deliverables status, identifies future requirements, and summarizes any outstanding issues.

<u>Focus phase Water</u>

Team Mythics will perform the following Focus phase activities:

a. Project Team Training:

- Conduct up to four (4) days of WACS and OFS Fundamentals training for up to twelve (12) of The City participants. Fundamental's training will address the functionality that will be deployed during Phase 1.
- Create the "Initial WACS and OFS Fundamentals Training Materials" in a portable document format ("PDF"), including instructional presentations and student exercises.

b. Familiarization Workshop:

- Create the Initial WACS and OFS familiarization workshop schedule, along with the mutually agreed target dates for when the workshop will take place.
- Lead a familiarization workshop for up to ten (10) days and to include up to twelve (12) participants. The workshop will cover the functionality listed in Table 1 Solution Sets in section 1.C.6 of this exhibit.

c. Functional Foundation Design:

- Provide The City with a Functional Foundation Design document, which contains an overview of the base functionality for the Solution Sets as well as the decisions made during the familiarization workshops. The first version of the Functional Foundation Design document will be referred to as the ''Phase 1 Initial Functional Foundation Design'' document. This will include all the designs included in the Solution Sets in Table 1 Solution Sets in section 1.C.6 of this exhibit.

d. WACS Configurations:

- Configure WACS with The City specific values outlined in the Phase 1 Initial Functional Foundation Design document.

e. WACS Extensions:

- Conduct extension workshop to review the extensions listed in **Error! Reference source not found.** in section 1.C.6 of this exhibit. Team Mythics will seek input from The City to move forward with and prioritize the extensions listed in **Error! Reference source not found.** in section 1.C.6 of this exhibit.
- Create a ''Initial Extension Functional Design Document'' for approved application extensions.

f. Data Migration:

- Provide The City with an "Initial WACS Data Management Strategy" template to be completed, which describes the mutually agreed data migration approach and scope for the WACS application.
- Provide the base WACS data templates location for The City to download.
- Perform an initial WAM v1.9 data load using the existing Oracle data migration scripts for the familiarization workshop.
- Conduct up to five (5) days of WAM legacy data migration workshop to review The City's unique data requirements and to review issues discovered during data migration runs.
- Assist with mapping The City data into Oracle's existing data migration templates.
- Assist with validating The City legacy data to identify any issues related to the operation of WACS.
- Perform an initial data load using the existing templates for the familiarization workshop.
- Create the "Initial WACS Data Migration Report", which documents the results of the validation, the potential data issues with The City legacy WAM v1.9 data processed during the initial load, and the recommendations on how The City can resolve them. The Initial WACS Data Migration Report will be updated for each migration run performed by Team Mythics and will contain additional issues identified during the initial migration.

g. Integrations:

* Install the productized integrations listed in Table 3 Standard Productized Integrations in section 1.C.6 of this exhibit using standard configuration practices.

- The WACS-GIS connector for ESRI has two (2) main functions:

+ The first main function is that it allows the synchronization of asset locations and assets from ESRI to WACS. This includes both linear and point assets.
+ The second main function is that the WACS-GIS connector for ESRI allows users to view the ESRI GIS map within WACS.

- Users can perform the following functions with the map:

+ View asset locations and assets on the map.
+ Select which GIS layer to view.
+ View service requests, work orders, and work activities on a map.
+ Use different shapes to select asset locations and assets, put them in a list, and if so desired create work orders and work activities on them.
+ Mark up the map with shapes and text.
+ Drop pins on the map to identify work locations.

- The WACS-OFS connector allows work activities to be passed back and forth between WACS and OFS. The connector includes a control data synchronization which passes data from WACS to OFS.

- ESRI GIS shape files will be imported into OFS. This allows users to view ESRI GIS maps in the mobile module.

* Conduct up to two (2) days of workshop for productized integrations listed in Table 3 Standard Productized Integrations in section 1.C.6 of this exhibit, and configure the integrations based on the workshop.

* Conduct integration familiarization workshop to discuss high-level requirements for integrations to third-party applications listed in **Error! Reference source not found.** in section 1.C.6 of this exhibit.

* Perform data mapping for the integration flows for The City third-party applications, with assistance from The City respective application leads.

* Create a '' Initial Integration Functional Design Document'' for the integrations listed in **Error! Reference source not found.** in section 1.C.6 of this exhibit. This describes the functional requirements for the integration between WACS and the third-party applications.

* Create an "Initial Integration Assessment Report" that assesses the business case for the third-party integrations.

h. Reports:
 - Configure the WACS application to allow the OUAV application to access the base reporting objects.
 - Conduct OUAV training for up to three (3) days for up to three (3) participants, focusing on the use of the base OUAV application, projects, and canvasses.

i. Technical:
  - Assist The City with granting user access to the applications.
  - Assist The City with adding users and IP addresses to whitelist.
  - Configure and maintain the object storage areas.
  - Assist The City with the creation of an Infrastructure Management Plan (IMP) in a Microsoft Word document consisting of the following infrastructure management strategies:
     + Architecture and application mapping strategy.
     + Software configuration management.
     + Data archival strategy.
     + Environment management strategy.
    Provide a liaison between the Project team and the Team Mythics SaaS team for the maintenance of the WACS object storage areas related to file-based communication.

3. Refine phase Water
   Team Mythics will perform the following Refine phase activities:

a. Process Playback:
- Lead a WACS and OFS Process Playback workshop for up to five (5) weeks to demonstrate and validate The City business processes and configuration based on the delivered configurations contained in the proposed Solution Sets as well as any additional configurations identified in the Phase 1 Initial Functional Foundation Design document agreed to during the familiarization workshop, utilizing the same demonstration scripts presented in the familiarization workshop.
- Provide the ''Phase 1 Final Functional Foundation Design" document described previously that documents configuration changes and a summary of Process Playback feedback. The Phase 1 Final Foundational Design document will have all the designs for the Solution Sets listed in Table 1 Solution Sets in section 1.C.6 of this exhibit.

- Update the WACS configuration as documented in the Phase 1 Final Functional Foundation Design document.

b. Data migration:
 - Perform the first of two (2) mock data migrations to the appropriate WACS Project environment.
- Conduct one (1) data migration workshop for up to one (1) week to review issues discovered during the initial data migration run.
- Update the existing WACS data templates based on the data migration design requirements documented in the Initial WACS Data Management Strategy.
- Perform the second of two (2) mock data migrations to the appropriate WACS Project environment.
- Conduct one (1) data migration workshop for up to one (1) week to review issues discovered during the second data migration.

c. Integrations:
- Configure the WACS application for the integrations.
- Build the integrations listed in **Error! Reference source not found.** in section 1.C.6 of this exhibit.
- Validate the integration deployment package and deploy the WACS configuration in The City non-production environment.
- Perform PRT of the integrations.

d. Technical:
- Maintain the object storage areas until they are transitioned.
- Provide a liaison between the Project team and the Team Mythics SaaS team for maintenance of the WACS object storage related to file-based communications and batch processing during the Process Playback.
- Provide informal side-by-side training to The City designated technical resource on the technical architecture and the maintenance of the object storage area.
- Assess the impact of the release notes of the WACS and OUAV SaaS updates.

e. Batch processing:
- Create the ''Initial Batch Schedule Design'' document describing the batches and schedule to be executed.
- Perform the initial configuration of the batch schedule as documented in the Initial Batch Schedule Design document.
- Create and publish the "Initial Batch Run Book" describing the operational procedures undertaken on a daily, weekly, and monthly basis to monitor the batch processes and recover from common incidents related to the WACS batch schedule and jobs.
- Execute an initial run of the batch schedule based on the Initial Batch Run Book.

f. Testing:
- Create an "Initial WACS Test Plan", which is a Microsoft Word document that outlines the approach, objectives, activities, roles and responsibilities for testing.
- Correct defects or performance issues for up to thirty (30) days that result from WACS, OFS, OUAV configurations, extensions, integrations (Section 1.C.6, Table 3 Standard Productized Integrations and Table 4 Third-Party Custom Integrations), or data migration provided by Oracle.

g. Train-the-Trainer Training:

- Create the train-the-trainer training plan.

    h. End-User Training:
    - Review and recommend required updates to The City training strategy.

4. Enable phase Water:
Team Mythics will perform the following Enable phase activities:
a. SIT and UAT.
- Correct defects or performance issues for up to thirty (30) days that result from WACS, OFS, and OUAV configurations, extensions, integrations (Section 1.C.6, Table 3 Standard Productized Integrations and Table 4 Third-Party Custom Integrations), or data migration delivered by Oracle.
- Provide one (1) resource to assist The City with the execution of the set of regression testing scripts in a non-production environment.

b. Data Migration
- Perform the second mock data migration to the appropriate WACS Project environment.
- Assist with the final data migration into the WACS production environment.

c. Readiness and cutover.
- Participate in up to one (1) dress rehearsal exercise planned and led by The City.
- Assist in one (1) production readiness assessment.
- Provide a "Initial Readiness Assessment Report", which will document the findings of the readiness assessment that are performed, providing pass/fail detailed results by business and technical area concerning the readiness to proceed with go-live.
- Assist The City in responding to any recommended actions outlined in the Initial Readiness Assessment Report.
- Participate in the go or no-go meeting, led by The City, in which The City will make the final determination to commence cutover.

d. Train-the-trainer training.
- Provide up to eight (8) days of train-the-trainer training for up to twelve (12) resources to prepare them to provide the end-user training. Training days can be divided as The City sees fit.
- Review the end-user training material that The City prepares and make suggestions.

e. Technical.
- Provide one (1) person for up to five (5) days as a liaison between the Project team and Team Mythics SaaS team to assist The City with maintenance of the object storage related to file-based communications and batch processing.
- Assist The City with data migration activities.
- Assist The City with CMA requests
- Assist The City with batch processing including the Initial Batch Run Book.
- Assist The City with cutover activities.

f. Batch Processing.
- Monitor The City batch run logs and address batch run issues for up to one (1) week.
- Perform analysis and troubleshooting for batches to address Team Mythics batch processing issues reported by The City through the SR process.

5. Live-Operate phase Water
Team Mythics will perform the following Live-Operate phase activities, for up to seven hundred and sixty (760) hours or a period of ninety (90) consecutive calendar days whichever comes first.

Hours can be divided as the City sees fit.
  - Correct defects and performance issues that result from WACS configurations, extensions, integrations, or data migration provided by Oracle.

6. Tables Water

Solution Sets	Process Area
Asset Management ("ASMT")	Organization, location, and asset hierarchy. Organization, location, and asset types. Asset engineering specifications. Out of service locations. Warranty terms. Service history and GIS viewer. Condition assessment. Condition class. Condition question. Operational reading and alert review.
Work Order Management ("WMNT")	Work requests. Work order. Work order status. Work order type. Work class. Work category. Work activity. Work activity type. Projects. Completion events. Failure profile and creating work on GIS map.
Resources ("RESC")	Document. Contacts. Crafts. Equipment. Miscellaneous resources. Employee. Crews. Crew shifts and templates.
Preventative Maintenance ("PRMT")	Preventive maintenance (PM) calendar. PM specification. PM schedule. PM trigger. PM plan. PM events. Work order template and template activity.
Financial Management ("FNMT")	Accounting calendars. Cost center. Distribution code. Cost category. Expense code and tax rate schedule.
Purchasing ("PUMT")	Purchase request. Vendors.

	Vendor locations. Blanket contract access list. Blanket contracts with line items.
Inventory ("INMT")	Item catalog. Item Details. Storerooms. Bill of Materials.
Field Service ("FSWM")	Activity and priority management. Work zones and geography. Crew management and scheduling. Mobile configuration. Activity routing plans. Truck inventory. Dispatching.
Service Call ("SCMT")	Service Call Service Category Service Code Contact Information Communication Log

Table 1 Solution Sets

#	Requirement Name	Requirement	Complexity
1	Asset Management	Perform "what-if" scenarios for deferred maintenance, budgeting, and asset lifecycle planning	Complex
2	Asset Inventory/Register	Linear referencing and dynamic segmentation to manage spatial assets	Simple
3	Work Request/Service Request	Multiple assets per request	Moderate
4	Fleet Management	Scheduling, check-out, and out-of-service services Motor pool functionality	Difficult
5	Equipment Management	Scheduling, check-out, and out-of-service services Usage tracking and preventative maintenance scheduling	Moderate

Table 2 WACS Extensions

#	Application	Product Name	Integration Flow	Direction
Standard Productized Integrations				
1	ESRI GIS	WACS-GIS Connector	Asset Locations/ Assets	ESRI to WACS
2	OFS	WACS-OFS Connector	Control Data Synchronization	WACS to OFS
3	OFS	WACS-OFS Connector	Process Activity	WACS to OFS
4	OFS	WACS-OFS Connector	Activity Completion	OFS to WACS
5	OFS	WACS-OFS Connector	Resource Usage	OFS to WACS
6	OFS	WACS-OFS Connector	Interim Status Updates	OFS to WACS
7	OFS	WACS-OFS Connector	Asset Installs and Removals	OFS to WACS
8	OFS	WACS-OFS Connector	Pick Up Order	OFS to WACS
9	OFS	WACS-OFS Connector	Truck Storeroom Admin Sync	WACS to OFS
10	OFS	WACS-OFS Connector	Truck Storeroom Inventory Snapshot Sync/Update	OFS to WACS
11	OFS	WACS-OFS Connector	Activity Pull Update	OFS to WACS

Table 2 Standard Productized Integrations

#	Application	Integration Flow	Direction	Integration Method
1	Infor	Financial Transactions	WACS to Infor CloudSuite	Web Services via OIC
2	Infor	Vendor/Vendor Locations	Infor CloudSuite to WACS	Web Services via OIC
3	Infor	Blanket Orders	Infor CloudSuite to WACS	Web Services via OIC
4	Infor	Stock Items	Infor CloudSuite to WACS	Web Services via OIC
5	Infor	Purchase Request	WACS to Infor CloudSuite	Web Services via OIC
6	Infor	Purchase Order	Infor CloudSuite to WACS	Web Services via OIC
7	Infor	Material Issues/ Transfers	WACS to Infor CloudSuite	Web Services via OIC
8	Infor	Receipts	WACS to Infor CloudSuite	Web Services via OIC
9	Infor	Item Returns	WACS to Infor CloudSuite	Web Services via OIC
10	Infor	Invoice	Infor CloudSuite to WACS	Web Services via OIC
11	Infor	Final Invoice	Infor CloudSuite to WACS	Web Services via OIC
12	Infor	Fixed Assets	WACS to Infor CloudSuite	Web Services via OIC

13	3rd Party Timekeeping	Employees	3rd Party Timekeeping to WACS	Web Services via OIC
14	3rd Party Timekeeping	Employee Availability	3rd Party Timekeeping to WACS	Web Services via OIC
15	3rd Party Timekeeping	Crafts	3rd Party Timekeeping to WACS	Web Services via OIC
16	3rd Party Timekeeping	Timesheets	WACS to 3rd Party Timekeeping	Web Services via OIC
17	3rd Party Timekeeping	Labor Costs	3rd Party Timekeeping to WACS	Web Services via OIC
18	Building Management System	Operational Readings	BMS to WACS	Web Services via OIC
19	CIS	Service Request Create	CIS to WACS	Web Services via OIC
20	CIS	Service Request Update	CIS to WACS, and WACS to CIS	Web Services via OIC
21	CIS	Service Request Completion	WACS to CIS	Web Services via OIC
22	CIS	Service Request Cancel	CIS to WACS	Web Services via OIC
23	CIS	Asset Locations, Assets	WACS to CIS	Web Services via OIC

Table 4 Third-Party Custom Integrations

Phase Two Public Works Department Implementation

    1. Project management Public Works

        a. Meet with Your project manager and The City project manager to perform a walkthrough of the executed contract in order to review scope, assumptions and collaboration for Phase 2.

        b. Update the Initial PMP to create the "Final PMP", which will also include the approach for Phase 2 as follows:

            - Scope management;

            -Financial management;

            -Work management;

            - Risk management;

            - Issue and problem management;

            - Staff management;

            - Communication management;

            - Quality management;

            - Configuration management; and

            - Infrastructure management.

        c. Maintain the Final PMP for the Project.

        d. Update the ''Initial Oracle Project Plan'' to create the "Final Oracle Project Plan", which will also include the Team Mythics activities, milestones, and dependencies for Phase 2.

        e. Maintain the Final Team Mythics Project Plan.

        f. Manage the Team Mythics services Project scope and Team Mythics resources.

g. Integrated Project planning:
- Update the Initial IPP which means a project plan including Your, The City and Oracle's high-level activities, milestones and dependencies for Phase 2 to create the "Final Integrated Project Plan" or ''Final IPP''.
- Lead in the maintenance of the Final IPP.

h. Identify, manage, and escalate identified Project issues and risks to The City project manager and The City project sponsor.

i. Address scope changes utilizing the change control process defined in the Final PMP.

j. Provide input to, and participate in, monthly steering committee meetings with The City for the Project.

k. Provide a weekly status report to The City project manager in the Team Mythics template comprised of the following:
- Team Mythics task status by implementation phase;
- Team Mythics deliverables and milestones as outlined in this exhibit;
- Team Mythics Project issues and risks;
- Business decisions required by the The City;
- Staff plan which outlines the vacations, holidays, available work dates and compensatory tax leave dates for Team Mythics employees assigned to the Project.

l. Participate in a weekly status meeting to review Project status, issues, and risks.

m. Participate in the Phase 2 kick-off meeting which will comprise of the following:
- Team introduction;
- Project goals;
- Project activities and timelines;
- Roles and responsibilities; and
- Current risks and issues.

n. Participate in The City lessons learned sessions.

o. Update the "Initial Project Closure Report" to create the "Final Project Closure Report" that summarizes the Project scope and deliverables status, identifies future requirements, and summarizes any outstanding issues.

2. Focus phase
a. Project Team Training:
- Conduct up to four (4) days of WACS and OFS Fundamentals training for up to twelve (12) of The City participants. Fundamentals training will address the functionality that will be deployed during Phase 2.
- Update "Initial WACS and OFS Fundamentals Training Materials" to create "Final WACS and OFS Fundamentals Training Materials" in a portable document format ("PDF"), including instructional presentations and student exercises.

b. Familiarization Workshop:
- Create the WACS and OFS familiarization workshop schedule, along with the mutually agreed target dates for when the workshop will take place.
- Lead a familiarization workshop for up to five (5) days and to include up to twelve (12) participants. The workshop will cover the functionality listed in Table 5 Solution Sets in section 1.D.6 of this exhibit.

c. Functional Foundation Design:
- Update The City Phase 1 Final Functional Foundation Design document to create the ''Phase 2 Initial Functional Design'' document, which contains an overview of the base functionality for the Solution Sets as well as the decisions made during the familiarization workshops. This will include all the designs included in the Solution Sets in Table 5 Solution Sets in section 1.D.6 of this

exhibit.

d. WACS Configurations:

- Configure WACS with the The City specific values outlined in the Phase 1 Final Foundation Design document.

e. Data Migration:

- Conduct up to five (5) days of WAM legacy data workshop to review The City unique data requirements and to review issues discovered during Phase 1 data migration runs.
- Update The City "Initial WACS Data Management Strategy" to create the ''Final WACS Data Management Strategy'' which describes the mutually agreed data migration approach and scope for the WACS application.
- Assist with validating The City legacy data to identify any issues related to the operation of WACS.
- Update the "Initial WACS Data Migration Report" to create the ''Final WACS Data Migration Report'', which documents the results of the validation, the potential data issues with The City legacy WAM v1.9 data processed during the initial load, and the recommendations on how The City can resolve them. The WACS Data Migration Report will be updated for each migration run performed by Team Mythics and will contain additional issues identified during the Phase1 migration.

f. Reports:

- Conduct OUAV training for up to one (1) day for up to three (3) participants, focusing on the use of the base OUAV application, projects, and canvasses.

3. Refine Phase

a. Process Playback:

- Lead a WACS and OFS Process Playback workshop for up to three (3) weeks to demonstrate and validate The City business processes and configurations based on the delivered configurations contained in the proposed Solution Sets listed in Table 5 Solution Sets in section 1.D.6 of this exhibit as well as any additional configurations identified in Phase 2 Final Foundation Design document agreed to during the familiarization workshop, utilizing the same demonstration scripts presented in the familiarization workshop.
- Provide the 'Phase 2 Final Functional Foundation Design document described previously that documents configuration changes and a summary of Process Playback feedback. The Phase 2 Final Foundational Design will have all the designs for the Solution Sets listed in Table 5 Solution Sets in section 1.D.6 of this exhibit.
- Update the WACS configurations as documented in the Phase 2 Final Functional Foundation Design document.

b. Data migration:

- Perform the first of two (2) mock data migrations to the appropriate WACS Project environment.
- Conduct one (1) data migration workshop for up to one (1) week to review issues discovered during the initial data migration run and the first mock data migration.
- Update the Initial WACS Data Management Strategy to create the Final WACS Data Management Strategy based on the data migration design requirements.

- Perform the second of two (2) mock data migrations to the appropriate WACS Project environment.
- Conduct one (1) data migration workshop for up to one (1) week to review issues discovered during the second mock data migration.

c. Technical:
- Maintain the object storage areas until they are transitioned.
- Provide a liaison between the Project team and the Team Mythics SaaS team for maintenance of the WACS object storage related to file-based communications and batch processing up to the end of the first iteration of Process Playback.
- Provide informal side-by-side training to The City designated technical resource on the technical architecture and the maintenance of the object storage area.
- Assess the impact of the release notes of the WACS and OUAV SaaS updates.

d. Batch processing:
- Update the Initial Batch Schedule Design document to create the ''Final Batch Schedule Design'', which documents the design and jobs of The City batch schedule.
- Perform the configurations of the batch schedule as documented in the Final Batch Schedule Design document.
- Update the "Initial Batch Run Book" to create the "Final Batch Run Book" describing the operational procedures undertaken on a daily, weekly, and monthly basis to monitor the batch processes and recover from common incidents related to the WACS batch schedule and jobs.
- Execute an initial run of the batch schedule based on the Final Batch RunBook

e. Testing:
- Update the "Initial WACS Test Plan" to create the "Final WACS Test Plan", which is a Microsoft Word document that outlines the approach, objectives, activities, roles, and responsibilities for testing.
- Correct defects or performance issues for up to thirty (30) days that result from WACS and OFS configurations or data migration provided by Oracle.
- Train-the-Trainer Training
- Create the train-the-trainer training plan.

f. End-User Training:
- Review and recommend required updates to The City training strategy.

4. Enable phase Public Works
a. SIT and UAT.
- Correct defects or performance issues for up to thirty (30) days that result from WACS and OFS configurations, or data migration delivered by Oracle.
- Provide one (1) resource to assist The City with the execution of the set of regression testing scripts in a non-production environment.

b. Data Migration.
- Conduct the final data migration into the WACS production environment.

c. Readiness and cutover.
- Participate in up to one (1) dress rehearsal exercise planned and led by The City.
- Assist in one (1) production readiness assessment.
- Update the "Initial Readiness Assessment Report" to create the "Final Readiness Assessment Report", which will document the findings of the

Phase 2 readiness assessment that are performed, providing pass/fail detailed results by business and technical area concerning the readiness to proceed with go-live.

- Assist The City in responding to any recommended actions outlined in the Final Readiness Assessment Report.

- Participate in the go or no-go meeting, led by The City, in which The City will make the final determination that The City is ready to commence cutover.

d. Train-the-trainer training.

- Provide up to eight (8) days of train-the-trainer training for up to twelve (12) resources to prepare them to provide the end-user training.

- Review the end-user training material that The City prepares and make suggestions.

e. Technical.

- Provide one (1) person for up to two (2) days as a liaison between the Project team and Team Mythics SaaS team to assist The City with maintenance of the object storage related to file-based communications and batch processing.

- Assist The City with data migration activities.

- Assist The City with CMA requests.

- Assist The City with batch processing including the Final Batch Run Book.

- Assist The City with cutover activities.

f. Batch Processing.

- Monitor The City batch run logs and address batch run issues for up to one (1) week.

- Perform analysis and troubleshooting for batches to address Oracle batch processing issues reported by The City through the SR process.

5. Live-Operate phase.

a. Team Mythics will perform the following Live-Operate phase activities, for up to four hundred (400) hours or a period of ninety (90) consecutive calendar days whichever comes first.

b. Correct defects and performance issues that result from WACS and OFS configurations or data migration provided by Oracle.

6. Tables

Solution Sets	Process Area
Asset Management ("ASMT")	Organization, location, and asset hierarchy. Organization, location, and asset types. Asset engineering specifications. Out of service locations. Warranty terms. Service history and GIS viewer. Condition assessment. Condition class. Condition question. Operational reading and alert review.
Work Order Management ("WMNT")	Work requests. Work order. Work order status. Work order type. Work class. Work category. Work activity. Work activity type. Projects. Completion events. Failure profile and creating work on GIS map.
Resources ("RESC")	Document. Contacts. Crafts. Equipment. Miscellaneous resources. Employee. Crews. Crew shifts and templates.
Preventative Maintenance ("PRMT")	Preventive maintenance (PM) calendar. PM specification. PM schedule. PM trigger. PM plan. PM events. Work order template and template activity.
Financial Management ("FNMT")	Accounting calendars. Cost center. Distribution code. Cost category. Expense code and tax rate schedule.
Purchasing ("PUMT")	Purchase request. Vendors. Vendor locations. Blanket contract access list. Blanket contracts with line items.
Inventory ("INMT")	Item catalog.

	Item Details. Storerooms. Bill of Materials.
Field Service ("FSWM")	Activity and priority management. Work zones and geography. Crew management and scheduling. Mobile configuration. Activity routing plans. Truck inventory. Dispatching.
Service Call ("SCMT")	Service Call Service Category Service Code Contact Information Communication Log

Table 5 Solution Sets

Deliverables.

No.	Deliverable Name	Deliverable Description
1	Initial PMP	As described in Section 1.C.1.B
2	Initial Oracle Project Plan	As described in Section 1.C.1.D
3	Initial Project Closure Report	As described in Section 1.C.1.R
4	Initial WACS and OFS Fundamentals Training Materials	As described in Section 1.C.2.A.2
5	Phase 1 Initial Functional Foundation Design	As described in Section 1.C.2.C.1
6	Initial WACS Data Management Strategy	As described in Section 1.C.2.F.1
7	Initial WACS Data Migration Report	As described in Section 1.C.2.F.8
8	Initial Extension Functional Design Document	As described in Section 1.C.2.E.2
9	Initial Integration Functional Design Document	As described in Section 1.C.2.G.5
10	Initial Integration Assessment Report	As described in Section 1.C.2.G.6
11	Phase 1 Final Functional Foundation Design	As described in Section 1.C.3.A.2
12	Initial Batch Schedule Design	As described in Section 1.C.3.E.1
13	Initial Batch Run Book	As described in Section 1.C.3.E.3
14	Initial WACS Test Plan	As described in Section 1.C.3.F.1
15	Initial Readiness Assessment Report	As described in Section 1.C.4.C.3
16	Final PMP	As described in Section 1.D.1.B
17	Final Oracle Project Plan	As described in Section 1.D.1.D
18	Final Project Closure Report	As described in Section 1.D.1.R
19	Final WACS and OFS Fundamentals Training Materials	As described in Section 1.D.2.A.2
20	Phase 2 Initial Functional Foundation Design	As described in Section 1.D.2.C.1

21	Final WACS Data Management Strategy	As described in Section 1.D.2.E.2
22	Final WACS Data Migration Report	As described in Section 1.D.2.E.3
23	Phase 2 Final Functional Foundation Design	As described in Section 1.D.3.A.2
24	Final Batch Schedule Design	As described in Section 1.D.3.D.1
25	Final Batch Run Book	As described in Section 1.D.3.D.3
26	Final WACS Test Plan	As described in Section 1.D.3.E.1
27	Final Readiness Assessment Report	As described in Section1.D.4.C.3

Acceptance of Deliverables.

Upon completion of any deliverable set forth in Section 1.B above, Team Mythics shall provide a copy to You and demonstrate that the deliverable conforms to its description upon Your request. If the deliverable does not conform with its description, You shall have three (3) business days after Team Mythics submission of the deliverable ("acceptance period") to give Team Mythics written notice specifying the deficiencies in detail. Team Mythics shall use reasonable efforts at no cost to You to promptly cure any such deficiencies and, after completing such cure, Team Mythics shall resubmit the deliverable for Your review within a new acceptance period. Upon accepting any deliverable, You shall provide Team Mythics with written acceptance of such deliverable. If You fail to provide written notice of any deficiencies within the acceptance period, such deliverable shall be deemed accepted at the end of the acceptance period.

Fees, Expenses, and Taxes.

The City agrees to pay Mythics the fee specified below for the Services and deliverables in this exhibit. This fee does not include expenses or taxes. Once a deliverable is accepted, or deemed accepted, in accordance with Section 2 (Acceptance of Deliverables) above, the corresponding fee for such deliverable specified below becomes due and payable and Mythics shall thereafter invoice, and You shall pay, such fee; this payment obligation shall become non- cancelable, and the sum paid non-refundable on such acceptance date.

Deliverable No.	Deliverable Name	Deliverable Fee Water As listed in Table 5	Deliverable Fee Public Works As listed in Table 7	When invoiced
0	Contract signature	$55,498.00	$55,498.00	Single Invoice Completed in Phase 1
1	Initial PMP	$166,495.00	$166,495.00	One Invoice for Each Phase Upon Millstone Competition
2	Initial Oracle Project Plan	$110,997.00	$110,997.00	One Invoice for Each Phase Upon Millstone Competition
3	Project Closure Report	$110,997.00	$110,997.00	One Invoice for Each Phase Upon

				Millstone Competition
4	WACS Fundamentals Training Materials	$110,997.00	$110,997.00	One Invoice for Each Phase Upon Millstone Competition
5	Initial Functional Foundation Design	$166,495.00	$166,495.00	One Invoice for Each Phase Upon Millstone Competition
6	WACS Data Management Strategy	$110,997.00	$110,997.00	One Invoice for Each Phase Upon Millstone Competition
7	WACS Data Migration Report	$110,997.00	$110,997.00	One Invoice for Each Phase Upon Millstone Competition
8	Extension Functional Design Document	$55,498.00	$55,498.00	Single Invoice Completed in Phase 1
9	Integration Functional Design Document	$55,498.00	$55,498.00	Single Invoice Completed in Phase 1
10	Integration Assessment Report	$83,247.00	$83,247.00	Single Invoice Completed in Phase 1
11	Final Functional Foundation Design	$138,746.00	$138,746.00	One Invoice for Each Phase Upon Millstone Competition
12	Batch Schedule Design	$110,997.00	$110,997.00	One Invoice for Each Phase Upon Millstone Competition
13	Batch Run Book	$121,819.00	Invoice phase 1 $10,822.00	Single Invoice Completed in Phase 1
			Invoice phase 2 $110,997.00	One Invoice for Each Phase Upon Millstone Competition
14	WACS Test Plan	$110,997.00	$110,997.00	One Invoice for Each Phase Upon Millstone Competition

15	Readiness Assessment Report	$110,997.00	$110,997.00	One Invoice for Each Phase Upon Millstone Competition
	Phase Sub Total	$1,731,272.00	$1,731,272.00	
Total Fixed Fee		$ 3,462,544.00		

Project has been proposed as 100% remote and therefore travel is not included in cost.

The Ctiy agree to pay Mythics the fee specified in Your Order for the Services and deliverables described in this exhibit. This fee will not include expenses or taxes. Once all deliverables are accepted, or deemed accepted, in accordance with Section 2 (Acceptance of Deliverables) above, this fee becomes due and payable and Mythics shall thereafter invoice, and You shall pay, such fee; this payment obligation shall become non-cancelable, and the sum paid non-refundable on such acceptance date. Although this project is anticipated to be 100% remote if however, expenses are requested and approved by the City all approved expenses will be invoiced monthly as incurred.

Project Management.

Mythics, The City, and Team Mythics each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services and who shall be responsible for coordinating its activities under this Exhibit. Mythics and Oracle each shall direct all inquiries concerning the Services to the other party's project managers. Mythics' project manager shall have the authority to approve Services on Team Mythics' behalf. The City project manager shall have the authority to approve Services on The City's behalf. Team Mythics shall have the sole right to exercise direct control and supervision over the work assignments of Team Mythics resources.

The City will fulfill the following obligations in furtherance of the Project:
    a. Make available The City subject matter experts to participate in all Project meetings.
    b. Project Management
        - Meet with the City's and Team Mythics project manager to review the executed contract.
        - Assist the Team Mythics project manager with the creation and maintenance of Initial PMP and final PMP.
        - Assist the Team Mythics project manager with the creation and maintenance of the Initial IPP and Final.
        - Assist the Team Mythics project manager with identifying and managing project issues and risks. Work with The City project sponsor for escalated issues and risks.
        - Lead the creation of templates for workstream and Project status reporting.
        - Lead the establishment of metrics to be used by the PMO to allow Project performance to be monitored.
        - Lead the establishment of an application code and documentation repository.
        - Provide input to, and participate in, monthly steering committee meetings.
        - Lead a weekly status meeting to review Project status, issues, and risks.
        - Lead Project kick-off meetings.
        - Lead lessons learned sessions.

Focus Phases

a. Participate in the WACS and OFS Fundamentals trainings.
b. Assist with creating the WACS and OFS familiarization workshop schedule.
c. Participate in the WACS and OFS familiarization workshop.
d. Assist with completion of the WACS Data Management Strategy document and WACS Data Migration Report.
e. Participate in WAM legacy data migration workshop.
f. Assist Oracle with mapping legacy WAM data to WACS data migration templates where applicable.
g. Validate legacy WAM data and assist Team Mythics in identifying data migration issues related to the operation of WACS.
h. Resolve legacy WAM data issues as outlined in the WACS Data Migration Report.
i. Participate in integration workshops.
j. Participate in extension workshop.
k. Assist Team Mythics with data mapping for all third-party applications integrated to WACS.
l. Participate in OUAV training.
m. Grant application access to Project users.
n. Add users and IPs to whitelist.
o. Create and maintain the IMP.

Refine Phases

a. Participate in WACS and OFS Process Playback workshop.
b. Participate in data migration workshop.
c. Validate The City legacy data to identify any issues related to the operation of WACS for both mock one (1) and mock two (2).
d. Assist Team Mythics with technical tasks for informal side-by-side training.
e. Assist with the creation of the Initial WACS Test Plan and Final WACS Test Plan.
f. Create the end-user training strategy.
g. Create the end-user training materials.

Enable Phases

a. Execute regression test scripts for SIT and UAT.
b. Participate in train-the-trainer WACS and OFS training.
c. Conduct end-user training.
d. Maintain any object storage file-based communications.
e. Lead data migration activities.
f. Lead CMA activities.
g. Lead batch processing activities and maintain the Initial Batch Run Book and Final Batch Run Book.
h. Lead the final data migration into the WACS production environment.
i. Lead the dress rehearsal exercises.
j. Lead the production readiness assessments.
k. Assist with creating the Initial Readiness Assessment Report and Final Readiness Assessment Report.
l. Lead the response to any recommended actions outlined in the Initial Readiness Assessment Report and Final Readiness Assessment Report.
m. Conduct a go or no-go meetings in which The City makes the final determination that The City is ready to commence cutover.
n. Lead cutover activities.

Live-Operate Phases

a. Lead the identification of defects and performance issues that result from configurations, integrations, extensions, or data migration, which do not conform to the associated Oracle functional designs.

b. Create and execute a post-cutover plan, which shall include the following information:
  - Control center logistics and management.
  - Floorwalker plans.
  - Issue triage and dispatch procedures.
  - Issue remediation procedures.
  - Issue remediation deployment procedures; and
  - Communication and reporting procedures.

c. Validate the corrections of the configurations, integrations, extensions, or data migration made by Oracle.

d. The City is responsible to perform any corrections to the extensions and code created by The City.

The City's Obligations

The City acknowledges that timely provision of and access to office accommodations, facilities, and equipment (if applicable), and assistance, cooperation, and complete and accurate information and data from The City officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Additionally, The City is responsible for securing all necessary cooperation in connection with the Services. Team Mythics will not be responsible for any deficiency in performing Services if such deficiency results from The City's failure to provide full cooperation.

The City acknowledges that Team Mythics ability to perform the Services depends on the fulfillment of the obligations and assumptions set forth in this exhibit.

Project Assumptions

a. The Services have been scheduled for eighteen (18) consecutive months, including post-production assistance.

b. Project phasing:
  - WACS and OFS will be implemented in the Water Department for twelve (12) months from April 1, 2023 – March 31, 2024 with 3 months of post go-live assistance ending on June 30, 2024.
  - WACS and OFS will be implemented in the Public Works Department for nine (9) months from August 1, 2023 – April 30, 2024 with 3 months of post go-live assistance ending on July 31, 2024.

c. A person day is defined as one (1) person working for eight (8) hours.

d. The parties acknowledge and agree that the performance of Services does not require or involve the processing of personal data.

e. If onsite work is required, it will be performed at Your client's St-Paul Minnesota location. Oracle offshore work will be performed in the Philippines, Mexico and India.

f. Mapping decisions and data quality issues will be promptly resolved in order to not delay data migration tasks.

g. The Project will use SharePoint applications, and the Project team will have access to this site.

h. The City is responsible for all change management activities.

i. The City is responsible for the creation of any custom reports.

4525 Main Street, Suite 1500

Virginia Beach, VA 23462

Janey Krause
Direct: 847.878.9360
Fax: 757.965.9486
Email: jkrause@mythics.com

Company Name: City of St. Paul   Quote Number: 101422-CSP-3

Contact: Chris Martinson   **Valid thru: March 31,, 2023**

Email: chris.martinson@ci.stpaul.mn.us

Item Nbr	Oracle Product Description	Part Number	Service Term (Months)	Oracle License Type	Number of Licenses	Extended Price
**Oracle SaaS Subscription**						
1	**Oracle Utilities Work and Asset Cloud Service**	B91131	36	Hosted Named User	700	**$ 1,764,000.00**
2	**Oracle Field Service Professional Cloud Service**	B90333	36	Hosted Named User	250	**$ 273,600.00**
**SaaS INITIAL 36-MONTH CLOUD TERM** **$ 2,037,600.00**						
**Option Year 1:** **$ 706,368.00**						
**Option year 2:** **$ 734,622.72**						

Item Nbr	Oracle Product Description	Par Number	Service Term (Months)	Credit Period	Credit Quantity	
**IaaS/PaaS Universal Credits**						
3	**Oracle PaaS and IaaS Universal Credits**	B88206	36	Annual	1	**$ 72,000.00**
**IaaS/PaaS INITIAL 36-MONTH TERM** **$ 72,000.00**						
***TOTAL INITIAL 36-MONTH TERM** **$ 2,109,600.00**						

*Applicable state taxes will be applied unless an exemption is provided.

Data Center Region: North America

Please include the following statements in your order:

1. Address the order
to: Mythics, Inc.
4525 Main St., Suite 1500
Virginia Beach, VA 23462
  Purchase order must state: MCSA-PS-v1221
  Payment terms are: Quarterly in Arrears
  Reference Mythics quote number: 101422-CSP-3
Email Order to:

jkrause@mythics.com

Order Level Terms and

Conditions:

No Auto Renewal: Notwithstanding any statement to the contrary in the Service Specifications, You expressly agree that the Services acquired under this order will not auto-renew.
Non-Appropriation: In the event funds are not appropriated for a new fiscal year period, upon written notice to the reseller and to Oracle, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order to the reseller, and (b) Your issuance of each 12-month purchase order shall signify that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's and the reseller's receipt of Your notice of non-appropriations
Price Hold for Cloud Services: During the services period, you may order additional quantities of the cloud services acquired under this purchase at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, any renewals or extensions of the cloud services ordered under this ordering document, to cloud services ordered pursuant to a separate Oracle discount or promotion, or to any cloud services other than those listed in the initial purchase under this ordering document.
Annual Universal Credit and Additional Fees for Any Increased Usage/Capacity:
Oracle allows You the flexibility to commit an amount to Oracle (as specified in the "Credit Quantity" table in Your order, the "Annual Universal Credit") to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal, provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Annual Universal Credits acquired under Your order (the "Total Credit Value") and the applicable Services Period for those credits will be as specified in Your order. An Annual Universal Credit amount must be used within its applicable yearly Credit Period during the Services Period and will expire at the end of that yearly Credit Period; any unused amounts are non-refundable and are forfeited at that time. The balance of the Total Credit Value will be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order. **a. Additional Fees for Any Increased Usage/Capacity**
As described in the Oracle PaaS and IaaS Universal Credits Service Descriptions available at http://www.oracle.com/contracts, if, at the end of any month during the Services Period under this order,

you have exceeded the annual Credit Quantity specified in this order during the Services Period under this order, then you must pay for such excess usage of the Oracle IaaS and PaaS Cloud Service at the "Overage Unit Net Price" specified in the rate card of Your order or as seen in the Cloud Portal.

b. Additional Services

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

Oracle Field Cloud

Services: a. SDKs

and APIs:

Oracle may make available to You the following Oracle Software for use with the Oracle TOA Cloud Services under this order: Software Development Kits ("SDKs") and related SOAP APIs ("APIs") as identified in the applicable order for professional services. Your use of the SDKs and APIs is subject to the terms of the agreement between You and Oracle, and that order, solely for You to create Permitted Developments for use with the Oracle TOA Cloud Services. "Permitted Developments" are custom software modules, tools or code, created by You or a third party retained by You, that You use with the Oracle TOA Cloud Service, and fall within the meaning of Your Content as defined in the agreement between You and Oracle (notwithstanding any references to Oracle PaaS or IaaS in that definition).

Standard Set Ups, Configurations and URLs:

Oracle will provide You with standard set ups, configurations, and URLs for the Cloud Services. Oracle is not responsible if the access to or performance of the
Cloud Services is adversely impacted by Your modification of the standard set up or configuration of the service or attempt to access the service without use of URL names provided by Oracle.

Third Party Beneficiary: Oracle is an irrevocable third party beneficiary of this order. In the event that you breach any term of this order, You agree that Oracle may enforce the terms of this order directly against you.

Data Center Region Availability for UCM: Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at https://cloud.oracle.com/data-regions.

Additional Information:

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics.

Mythics DUNS#: 013358002

Mythics Fed Tax ID# 54-1987871

CAGE CODE: 1TA34

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for Oracle Cloud Services products ordered. Therefore all orders are noncancellable.

Cloud services are provided under Oracle's then current technical Oracle CloudHosting and Delivery Policies located at: oracle.com/contracts

ORACLE®

License Shelving Letter Exhibit

Whereas:

A. Oracle America, Inc. ("Oracle") has entered into a Cloud Services order with Mythics, Inc. (the "Partner") to distribute certain Cloud Services to CITY OF SAINT PAUL PUBLIC WORKS ("You') dated _____ (the "Cloud Services order");

B. You have previously acquired certain non cloud Oracle program licenses under a separate contract with Oracle that are in the same product family as the Cloud Services ordered by Partner for distribution to You under the Cloud Services order (the "Shelved On Premise Licenses");

C. Oracle has agreed to allow you to desupport the Shelved On Premise Licenses in accordance with the terms of this License Shelving Letter Exhibit.

You agree to the following terms and conditions which are applicable to the Shelved On Premise Licenses:

1. List of Shelved On Premise Licenses

You have agreed to desupport and cease using the following Shelved On Premise Licenses that You previously acquired under separate contract(s) with Oracle (such desupport and cessation of use being referred to as "shelved" or "shelving"). Your rights under this License Shelving Exhibit are conditioned upon Oracle's receipt of the executed Cloud Services order from the Partner. Notwithstanding anything to the contrary, the Shelved On Premise Licenses may only include Oracle on-premise program licenses for which You maintain technical support in accordance with Your separate contract(s) with Oracle for those licenses and technical support services up to the commencement of the Transition Period (as defined below). In addition, as a requirement for shelving of the Shelved On Premise Licenses, the Cloud Services acquired by the Partner for distribution to You under the Cloud Services order must be maintained (i.e., not terminated) for the full Service Period specified in the Cloud Services order.

CSI Number	Instance Number	Product Description	License Metric	Quantity
15397532	40587193	SPL Synergen Series Bar Coding Extension	CONCURRENT USER	63
15397532	40100007	SPL Synergen Series Base Product	CONCURRE	63
15397532	40100008	SPL Synergen Series GIS Integration Extension	CONCURRE	63

Shelving Requirements.
The shelving of the Shelved On Premise Licenses is subject to the requirements set forth in this License Shelving Letter Exhibit. As used in this License Shelving Letter Exhibit , " Limited On Premise Support" refers to technical support services for the Shelved On Premise Licenses that are limited to security patch updates, critical patch updates, tax updates, and legal and regulatory updates (but not any major version release updates). Except as modified by this section, "Shelving of On Premise Program Licenses" , Your use of the Shelved On Premise Licenses and related Oracle technical support services (including, Limited On Premise Support) remain governed

by the separate contract(s) under which such licenses and services were acquired, and the Oracle technical support policies located at **Error! Hyperlink reference not valid.**("Oracle Technical Support Policies") .

Transition Period. You may continue to use the Shelved On Premise Licenses during the Initial Transition Period. The **"Initial Transition Period"** begins on the Cloud Services Start Date (defined in the Cloud Services order) and ending on the earlier of(i) eighteen months from the Cloud Services Start Date, or (ii) Oracle's receipt of Your written notice that the Shelving Period has begun. Notwithstanding anything to the contrary in Your separate contract for technical support services for the Shelved On Premise Licenses, (A) during the Initial Transition Period only, Oracle will provide You at no charge with Limited On Premise Support, and (B) You agree that during the Transition Period You may not use any components of technical support with the Shelved On Premise Licenses other than those included in the Limited On Premise Support.

If You would like to continue using the Shelved On Premise Licenses and receiving Limited On Premise Support beyond eighteen (18) months from the Cloud Services Start Date defined in the Cloud Services order, then You must (I) send Oracle written notice of such election at least thirty (30) days before the eighteen (18) months end, and (II) purchase Limited On Premise Support from Oracle for such period in three-month increments (each such three month increment is called a "Continuing Transition Period" and collectively, the "Continuing Transition Periods") . For each Continuing Transition Period, You will be billed quarterly in advance a net fee equal to twenty five percent (25%) of the annual support fee for the Shelved On Premise Licenses in Your most recent annual support renewal order. By providing Oracle with written notice , You may at any time end any ongoing Continuing Transition Period, and immediately commence the shelving of the Shelved On Premise Licenses in accordance with the terms of the "Shelving Period" section below; fees related to any partial quarter of Limited On Premise Support received will be pro-rated. As used in this License Shelving Exhibit Letter, the "Transition Period" means the total cumulative period of the Initial Transition Period and any Continuing Transition Periods.

Oracle will issue a credit for any unused Oracle technical support services fees that You prepaid for the Shelved On Premise Licenses that remain unused as of the commencement of the Transition Period provided that the invoices for such technical support services have been paid in full.

You agree that this credit will be issued to Mythics, LLC., and acknowledge that You are solely responsible for ensuring that this credit

is passed on to You. Oracle will bear no liability to You if you do not receive the full benefit of this credit and shall be under no obligation to provide any refund and/or compensation to You in respect of technical support services that have not been delivered as a result of you exercising your rights under this License Shelving Letter Exhibit.

b)   **Shelving Period**. The period during which the Shelved On Premise Licenses are considered to be shelved is from the end of the Transition Period and will end upon the earlier of the following to occur (the "Shelving Period"): (1) the end of the Services Period set forth in the Cloud Services order, (2) Your resumption of use of the Shelved On Premise Licenses, or (3) Your non-compliance as described in the "Non Compliance" section below. If the Shelving Period ends under clause (1) of the prior sentence, then You may extend the Shelving Period by entering into an order with Oracle to renew the Cloud Services and expressly extend the Shelving Period for the Shelved On Premise Licenses listed in this License Shelving Letter Exhibit.

During the Shelving Period, You must: (i) not use the Shelved On Premise Licenses for any purposes other than read-only access to historical archived data, (ii) not receive or use for the benefit of the Shelved On Premise Licenses any direct or indirect Oracle technical support in any manner, including but not limited to updates, patches, fixes, accessing historical archived data, phone support, or on-line support accessible through a web browser or other connectivity tool, and (iii) continue to maintain Oracle technical support for Your remaining program licenses contained in the license set of the Shelved On Premise Licenses (i.e., program licenses not specifically identified in this License Shelving Letter) in accordance with the terms of Your separate contract for those Oracle program licenses and technical support services, and the Oracle Technical Support Policies.

c)   **Non Compliance**. If You fail to meet any of the requirements or otherwise violate any of the terms in this License Shelving Letter Exhibit then, as of the date of such failure or violation, as applicable: (i) the Shelving Period shall end and the Shelved On Premise Licenses will immediately no longer be deemed shelved under these provisions, (ii) a reinstatement fee and applicable back support will be charged for the Shelved On Premise Licenses, and (iii) the rules and policies in the Oracle Technical Support Policies on pricing and matching service levels will apply to the Shelved On Premise Licenses and to any Non-Shelved On Premise Licenses.

d)   **Unshelving of On Premise Licenses.** Except as provided in the "Non Compliance" section above, You may resume use of the Shelved On Premise Licenses in accordance with Your separate license agreement, and technical support will be reinstated at the annual rate previously in effect, (1) at any time during the Services Period set forth the Cloud Services order by providing Oracle with prior written notice of Your intention to resume use of the Shelved On Premise Licenses and resuming payment of all annual technical support fees for the Shelved On Premise Licenses no later than 30 days from the resumption of use, or (2) at the end of the Services Period set forth in for the Cloud Services order, by resuming payment of all annual technical support fees for the Shelved On Premise Licenses no later than 30 days from the end of the Services Period. If You do not pay all technical support fees as stated in the preceding sentence, then (i) You will be deemed in non-compliance with the terms of this License Shelving Letter Exhibit and the terms of the "Non-Compliance" section above will apply with reinstatement and back support fees for the Shelved On Premise Licenses being calculated from the period commencing at the earlier of Your resumption of use or the end of the Services Period for the Cloud Services.

e)   **Additional On Premise Licenses.** In the event that You require additional non-Cloud Oracle program licenses for one or more of the Shelved On Premise Licenses, You must first unshelve the required number of licenses, up to the total number shelved, in accordance with the "Unshelving of On Premise Licenses" section above. You may not purchase additional licenses for that program until all Shelved On Premise Licenses have been unshelved.

f) **Certification.** You are required to certify in writing to Oracle at the commencement of the Shelving Period and annually thereafter during the Shelving Period that the Shelved On Premise Licenses are and remain desupported and unused in accordance with the terms of this License Shelving Letter Exhibit.

g) **Existing Terms.** For clarity, all terms in place between Oracle and Mythics, Inc. and between You and Oracle relating to the Cloud Services set forth in your order and all rights and obligations thereunder (including payment obligations), shall remain in full force and effect for the duration of the Services Period set forth in your order for Cloud Services notwithstanding any resumption of use by You of the Shelved On Premise Licenses prior to the end of the Services Period set forth in your order for Cloud Services.

h) **Unpaid Invoices.** You agree that (a) the invoices for technical support for the licenses associated with the technical support services contract(s) identified in the column labeled Invoice Number (INV#) in the table below do not appear in Oracle's systems as having been paid as the execution date of the order; (b) such invoices reflect fees for a technical support term that expires (or has already expired) as set forth in the invoice Due Date column below; and (c) those invoices are noncancelable and non-refundable and, if not in fact already paid, will be paid in full in accordance with the payment terms applicable thereto. Credit for unused support will not be valid nor granted under the order until the invoices are paid in full.

OKS	INV#	Invoice Due Date	Amount Due Remaining	Amount Due Originally	Currency
1694899	100305744	30-DEC-22	44,357.49	44,357.49	USD
1694899	100305800	30-MAR-23	44,357.49	44,357.49	USD
1694899	100305852	30-JUN-23	44,357.47	44,357.47	USD

Customer/End User Name:	CITY OF SAINT PAUL PUBLIC WORKS
Customer/End User Contact Name:	Chris Martinson
Customer Contact Telephone:	651-266-6243
Customer Contact E-mail:	chris.martinson@ci.stpaul.mn.us
CSI# of Cloud Services Order (if applicable)	15397532

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 reestablish 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 60day 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.

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/cloudservices/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 COMMERCIALLY 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 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. 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. 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 B
Standard Federal Award Requirements

I. Non-Discrimination.

Contractor will comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations, Exec. Order No. 13279 signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

II. Federally Assisted Construction Contracts

For contracts exceeding $10,000 in a year, and for single purchases exceeding $10,000.

<u>Definitions</u>

Construction Work:	Means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction
Contract:	Means any Government contract or subcontract or any federally assisted construction contract or subcontract.
Contractor:	Means, unless otherwise indicated, a prime contractor or subcontractor.
Federally Assisted Construction Contract:	Means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

<u>Equal Economic Opportunity Clause</u>

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals

who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

III. Contractor Debarment, Suspension, and Responsibility Certification.

Federal Regulation 45 CFR 92.35 prohibits state and local governments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or a local

government. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, Contractor Certifies: That it and its Principals and Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the HRA Project Manager or Buyer should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manger; plant manager; head of a subsidiary, division, or business segment and similar positions).

Anti-Lobbying and Required Certificate

Contractors that apply or bid for an award exceeding $100,000 must file the required certifications pursuant to 31 U.S.C. 1352. By entering into this Agreement, Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Contractor and Subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (i.e. the City or HRA) who will in turn forward the disclosure(s) to the relevant Federal Agency. If the required certification is applicable, Contractor or Subcontractor must sign the certification attached hereto as Exhibit D, and complete a disclosure form if required, and submit it to the HRA.

Clean Air Act

Contractors that apply or bid for an award exceeding $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water

Pollution Control Act as amended (33 U.S.C. 1251-1387) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Rights to Inventions Made Under a Contract or Agreement

If this Agreement meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency (the City or HRA).

Prohibition on certain telecommunications and video surveillance services or equipment.

The HRA and Contractor are prohibited from obligating or expending loan or grant funds to:
 (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

> (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

> (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic preferences for procurements.

The Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[Section left intentionally blank]

EXHIBIT C
Federal Labor Standards Provisions
Davis Bacon and Related Act Requirements

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance. This exhibit also contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

(1) MINIMUM WAGES
(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.
(ii) Additional Classifications.
> **(A)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The DOL shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
>> **(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
>> **(2)** The classification is utilized in the area by the construction industry; and
>> **(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
> **(B)** If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and the DOL agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor,

Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise designee or will notify designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), designee shall refer the questions, including the views of all interested parties and the recommendation of designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise designee or will notify designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(v) Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3701-3708 and the supplemental Department of Labor Regulations (29 CFR Part 5), all applicable contract awards in excess of $100,000 that involve the employment of mechanics or laborers, Contractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(2) WITHOLDING.

Designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages

required by the contract, designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) PAYROLLS AND BASIC RECORDS
(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)
(ii) Certified Payroll Reports.

> **(A)** The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Payrolls reports must be submitted in the format requested by the designee. The designee requires the use of LCPTracker unless an exemption is granted.

B. ADDIONAL PROVISIONS
The following list contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

COPELAND ANTI-KICKBACK ACT
18 U.S.C. § 874; 29 C.F.R. Part 3
Prohibits kickbacks to public employees, and any person involved in the administration of federal funds.

EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDERS 11375, 11478, 12086, AND 12107
41 C.F.R. Chapter 60; 24 C.F.R. § 5.105(a)(1); 24 C.F.R. § 570.607(a)
Relates to equal employment opportunities under HUD contracts and HUD assisted construction contracts.

UNIFORM ADMINISTRATIVE REQUIREMENTS
2 C.F.R. Part 200, subps. C and D; 24 C.F.R. §§ 570.502, 570.610

Contains uniform administrative requirements applicable to federally funded grants and contracts. Includes requirement for the City and or HRA and/or HUD to monitor/review/report on subgrantee activities.

UNIFORM COSTS PRINCIPLES
2 C.F.R. Part 200, subp. E; 24 C.F.R. §§ 570.502, 570.610
Relates to cost and expenditure principles for federally funded grants and contracts.

UNIFORM AUDIT REQUIREMENTS
2 C.F.R. Part 200, subp. F; 24 C.F.R. §§ 570.502, 570.610
Contains audit requirements for non-profit organizations and governmental entities.

EXECUTIVE ORDERS 11625, 12432, AND 12138
2 C.F.R. § 200.321; 24 C.F.R. 5.105(a)(1); 24 C.F.R. § 570.904(d)
Relates to the national programs for Minority Business Enterprises and Women's Business Enterprises.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
42 U.S.C. § 5309; 24 C.F.R. Part 6; 24 C.F.R. § 570.602

Prohibits discrimination on the basis of race, color, religion or national origin in any activity or program funded in whole or in part with CDBG or UDAG funds.

AGE DISCRIMINATION ACT OF 1975
42 U.S.C. §§ 6101–6107; 24 C.F.R. § 5.105(a)(1); 24 C.F.R. Part 146; 24 C.F.R. §570.602

No persons shall, on the basis of age, be excluded from participation or be denied benefits, or be subject to any discrimination from any program receiving federal assistance.

ARCHITECTURAL BARRIERS ACT OF 1968
42 U.S.C. §§ 4151–4157; 24 C.F.R. § 570.614(a)

Requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969
42 U.S.C. §§ 4321–4370m-12; 24 C.F.R. Part 58; 24 C.F.R. § 570.604

The recipient of federal funds assumes the responsibility for ensuring that environmental reviews are completed prior to the start of any activity funded in whole or in part with federal funds.

NATIONAL HISTORIC PRESERVATION ACT OF 1966
54 U.S.C. §§ 300101–307108; 24 C.F.R. § 50.4(a)(1)

Relates to the process for designating structures on the National Historic Preservation List, and the kinds of activities which may be done as a result of this designation.

ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974
54 U.S.C. §§ 312501–312508; 24 C.F.R. § 50.4(a)(3)

Provides for the preservation of significant scientific, prehistorical, historical, or archeological data that may otherwise be lost in the course of work on federally funded projects.

EXECUTIVE ORDER 11593
24 C.F.R. § 50.4(a)(2)
Provides for the protection and enhancement of the cultural environment.

HATCH ACT
5 U.S.C. §§ 1501–1508; 24 C.F.R. § 570.207(a)(3)
Prohibits the financing of any type of political activities with federal funds.

CODE OF CONDUCT AND CONFLICT OF INTEREST
2 C.F.R. § 200.317–.318, 24 C.F.R. § 570.611
States that no person(s) administering federally funded programs may, as a result of their position, receive personal gain.

IMMIGRATION AND NATIONALITY ACT, AS AMENDED BY IMMIGRATION REFORM AND CONTROL ACT
8 U.S.C. §§ 1324a–1330; 8 C.F.R. § 245a.5; 24 C.F.R. § 570.613

Prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment. The requirements of this Act apply to Subgrantee and any and all contracts that Subgrantee enters into with any contractor or subcontractor. Also prohibits certain newly legalized aliens from being eligible to apply for benefits under covered activities funded by the programs listed in 24 C.F.R. § 570.613.

DRUG-FREE WORKPLACE ACT OF 1988
41 U.S.C. § 701; 24 C.F.R. § 5.105(d)

Requires federal grant recipients and federal contractors with a contract for more than $100,000 to adopt a drug-free workplace policy and establish a drug-free awareness program.

EVALUATION OF COST REASONABLENESS
2 C.F.R. §§200.403 and 2 C.F.R. 200.404
Provides criteria that costs must meet in order to be allowable under Federal awards and lists considerations that must be given in determining the reasonableness of a given cost.

EXHIBIT D
Lobbying Certification

The undersigned certifies, to the best of the undersigned's knowledge and belief, on behalf of Contractor that:

1.   No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.   Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.[1]

The undersigned hereby represents and warrants that the undersigned has the authority to sign on behalf of Contractor. The undersigned certifies or affirms the truthfulness and accuracy of each statement of each certification made herein and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

IN WITNESS WHEREOF, the undersigned has caused this Certification to be executed the day and year first above written on behalf of Contractor.

Contractor Name
By: _____
Print Name: _____
Its _____

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[1] These civil penalty amounts are subject to adjustments for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015.

Grant Specific Addendum –
American Rescue Plan Act (ARPA) Funds

This Addendum is hereby incorporated in the City Terms and Conditions, exhibits and attachments ("the Agreement.") The terms, conditions, and requirements outlined in this Addendum supersede any conflicting terms in the Agreement and its incorporated exhibits. Notwithstanding the foregoing, the Agreement, incorporated exhibits, and this addendum are to be read together to avoid conflict.

Increasing Seat Belt Use in the United States.
Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Contractors should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Reducing Text Messaging While Driving.
Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractors should adopt and enforce policies that ban text messaging while driving.

Maintenance of and Access to Records
a. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Contractor in order to conduct audits or other investigations.

c. Records shall be maintained by the Contractor for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

City of Saint Paul
15 W Kellogg Blvd
Saint Paul, MN 55102

Mythics, Inc.
4525 Main Street, Suite 1500

Virginia Beach, VA 23462

City:
This Agreement has been duly executed by the
City of Saint Paul via electronic approval

Contractor:

_____
Signature

_____
Printed Name

_____
Title

_____
Date