



**MYTHICS™**

ORACLE | Sell Partner | ORACLE | Service Partner

4525 Main St., Suite 1500  
Virginia Beach, VA 23462  
Fed Tax ID# 54-1987871

Sales Rep: Janey Krause

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Email: jkrause@mythics.com

Company Name: City of Key West

Contact Name: Bridget Flores

Email: [bridget.flores@cityofkeywest-fl.gov](mailto:bridget.flores@cityofkeywest-fl.gov)

Phone: 305.809.3714

Estimate Number: 112123-KW

Price Valid Through: 5/15/2024

**Data Center Region: North America**

Line Item	Oracle Cloud Service	Cloud Part Number	Service Metric	Service Period	Service Quantity	Extended Price
1	Fusion Human Capital Management Base Cloud Service	B85800	Hosted Employee	60	525	130,410.00
2	Fusion Recruiting Cloud Service	B87675	Hosted Employee	60	525	69,552.00
<b>SUBTOTAL CLOUD SERVICES FEES:</b>						<b>\$199,962.00</b>

<b>*TOTAL INITIAL 60-MONTH PRICE</b>	<b>\$199,962.00</b>
<b>Option Year 1:</b>	<b>\$41,192.17</b>
<b>Option Year 2:</b>	<b>\$42,427.94</b>

Electronic Delivery: By confirming, referencing or placing an order based on this quote, you are agreeing that the software products or cloud services being purchased are for electronic delivery only and there is no transfer of tangible property. \*Applicable State taxes will be added unless an exemption is provided.

**Terms and Conditions**

This estimate is an invitation to you to purchase products and/or services from Mythics. Your order is subject to Mythics' acceptance and to applicable Oracle terms and conditions per reference to an existing agreement/contract or a newly executed agreement accompanying your order. The services period for the cloud services commences on the date stated in this ordering document. If no date is specified, then the "Cloud Services Start Date" for each cloud service will be the date that the end user is issued access that enables the end user to activate the end user's cloud services (the "Cloud Services Start Date").

**Purchase Order Schedule**

Purchase Orders will be issued pursuant to the following Purchase Order Schedule

- PO #1 to be issued on or before 5/15/2024 in the amount of \$39,992.40
- PO #2 to be issued on or before 3/31/2025 in the amount of \$39,992.40
- PO #3 to be issued on or before 3/31/2026 in the amount of \$39,992.40
- PO #4 to be issued on or before 3/31/2027 in the amount of \$39,992.40
- PO #5 to be issued on or before 3/31/2028 in the amount of \$39,992.40

**Indemnification**

To the extent authorized by law, the City of Key West hereby agrees to defend, indemnify, and hold harmless Mythics, LLC from any and all loss, damage, liability, or expense in connection with any action, proceeding, or claim for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm, or corporation, including the parties hereto, arising or resulting out of the performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of the City of Key West or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely \$200,000 per person or \$300,000 per occurrence, and the City of Key West will have no further obligation to defend or hold harmless Mythics, LLC in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the City's sovereign immunity under 768.28, Florida Statutes.

Mythics, LLC acknowledges that indemnification by the City of Key West may be unenforceable under Florida law, and that the City of Key West does not waive any legal defense based on the unenforceability of such indemnification position.

**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, You may terminate this order immediately without penalty or expense upon written notice to the reseller and to Oracle; provided, however, that: (a) for each of the whole or partial 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each whole or partial 12-month purchase order shall signify to Oracle that all funds for the given whole or partial 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-appropriation.

You acknowledge that in reliance on this order, Mythics will issue a non-cancellable order with its supplier for products or services purchased.

Non-Payment will constitute an immediate default of this contract and upon notice from Mythics, End-User shall be prohibited from continued use of software licensed and/or services until payment has been received in full for outstanding balance.

You agree that Mythics has the right to terminate your services or support with Oracle due to non-payment.

You agree that this order is placed pursuant to the terms and conditions of [OMNIA Maricopa County Contract # 180233-002](#)

Payment of this order is due in full in accordance with the above referenced terms. This is a non-cancellable order.

**Please include the following statements on your order:**

Vendor: **Mythics, LLC**

Address: **4525 Main St. Suite 1500 Virginia Beach, VA 23462**

This order is placed pursuant to the terms and conditions of: **Mythics Contract OMNIA Maricopa County Contract # 180233-002**

Reference Mythics Quote Number: **112123-KW**

Cloud Services Payment Terms: **Quarterly in Arrears, Net 30 upon Provisioning**