

**OMNIA Partners, Public Sector
Participating Addendum
Regarding Master Agreement Number 180233-002 by and between
Maricopa County, AZ and Mythics, Inc.
for
Oracle Products and Services**

**State of Louisiana Participating Addendum: Specific Terms and Conditions
State of Louisiana Contract Number 4400022095**

1. Party Definitions

For purposes of this Participating Addendum, “State” shall be understood to refer to the State of Louisiana, including its authorized purchasing units, as well as the Office of State Procurement (“OSP”); “Contractor” shall be understood to refer to Mythics, Inc. principally located at 4525 Main Street, Suite 1500, Virginia Beach, VA 23462. “OMNIA” shall be understood to refer to OMNIA Partners, Public Sector, formerly known as U.S. Communities.

2. Scope

This Participating Addendum authorizes and governs the State of Louisiana’s participation in the OMNIA cooperative purchasing opportunity for Oracle Products and Services based on Contract Number 180233-002 by and between Maricopa County, AZ and Mythics, Inc. Upon execution of this Participating Addendum, all State agencies and local government entities, public institutions of higher education, school districts and other government entities which are authorized by the State of Louisiana to utilize State contracts will be potential users.

The State of Louisiana, Office of State Procurement, reserves the right to narrow or expand the categories of goods and/or services available to be prospectively offered through this Participating Addendum and State Contract Number 4400022095, at its sole discretion, by amendment and/or unilateral written notification to the Contractor, at any time. The State may elect to make the categories of goods and/or services available through this Participating Addendum and State Contract Number 4400022095 to be more restrictive than set forth in Master Agreement Number 180233-002 by and between Maricopa County, AZ and Mythics, Inc.

Exclusions: N/A

Inclusions: All authorized elements of Master Agreement Number 180233-002 not herein excluded.

3. Governing Law

This Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of

Louisiana, or, in the absence of jurisdiction, the United States District Court for the Middle District of Louisiana.

4. Order of Precedence

In the event of conflict among the following documents, the order of precedence shall be as follows:

- A. This Participating Addendum: State of Louisiana Specific Terms and Conditions that are incorporated in and made a part of Maricopa County, AZ’s Master Agreement Number 180233-002 with Mythics, Inc., made available through OMNIA; provided, however that the Oracle Standard Terms and Conditions (as described in Master Agreement Number 180233-002) shall prevail in all cases where pertaining to the provision and/or use of the Oracle products and services.
- B. Master Agreement Number 180233-002 by Maricopa County, AZ
- C. Any service agreement in effect by and between Mythics, Inc. and a Using Agency

5. A. Contract Period

The term of this Participating Addendum and State Contract Number 4400022095 shall be effective upon the date of final execution below (the “Effective Date”) by the State of Louisiana through November 30, 2023, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400022095 may be extended in accordance with the terms and conditions of the Master Agreement.

6. Cooperative Purchasing

Use of specific cooperative contracts by State agencies, political subdivisions and other entities authorized by the State of Louisiana’s statutes to use State contracts are subject to the prior approval of the State of Louisiana’s Chief Procurement Officer. Issues of eligibility for participation in the State’s program including but not limited to questions of interpretation of governing laws and policies, are solely within the authority of the State Chief Procurement Officer.

7. Termination

A. The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400022095, immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor’s fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) abusive or belligerent conduct by the Contractor towards an employee or agent of the State of Louisiana; (d) Contractor’s intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (e) any listed reason for debarment under La. R.S. 39:1672;.

B. Termination for Convenience

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or

(2) by negotiating with the Contractor an effective date.

C. Termination for Cause

The State may terminate this Participating Addendum or State Contract Number 4400022095 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, or State Contract Number 4400022095 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum or State Contract Number 4400022095 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum or State Contract Number 4400022095 provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

A using agency may terminate its cloud services order for cause as detailed under Exhibit D Oracle Cloud Services Terms under Contract Number 180233-002 and included below for reference. References to "You" shall mean the using agency that ordered the Oracle Cloud Services.

If Oracle, the Contractor, or You breach a material term of Your order, including the Cloud STCs, and fails to correct the breach within 30 days of written specification of the breach, then a no breaching party may terminate the order under which the breach has 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 sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the no breaching 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 the Cloud STCs) with Contract, You may not use those Services ordered.

D. Termination for Non-Appropriation of Funds

The continuation of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to

provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095; this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Termination for Non-Appropriation will not relieve the State or an agency from the obligation to pay for any outstanding orders entered into by the State or agency prior to the non-appropriation of funds, unless otherwise stated at the order level.

The Contractor should be aware that the State's legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

8. Default by Contractor

Failure to provide goods and services within the time frame(s) and according to the other terms and conditions specified in this Participating Addendum and State Contract Number 4400022095 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095. Where the State has determined the Contractor to be in default, the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 on the open market, and to charge the Contractor an amount equivalent to ten percent (10%) of the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered. In order to exercise this provision, the using agency and the Office of State Procurement must verify that the using agency's product requirements were compared to alternative, similar products available through the Contractor and that no substitute acceptable to the purchasing agency was available for the same or lower price. Termination for Default will not relieve the State or an agency within the State from obligation to pay for products shipped or services performed prior to the termination if the products and/or services were ordered by the State.

9. Permits, Licenses, and Laws

The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the State of Louisiana and the locality in which work is to be performed pursuant to this Participating Addendum.

10. Indemnity

The Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measures, to indemnify, and hold harmless, the State, its officers, its agents and its employees from and against all third party claims and actions for bodily injury, death or tangible personal property damages, or negligence by Contractor. However, the Contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising entirely out of the fault of the State, its officers, its agents or its employees. For the avoidance of doubt, this section only applies to Mythics professional services.

Nothing in this Participating Addendum and State Contract Number 4400022095 shall be construed to prevent Contractor from seeking contribution from any other party believed to be responsible in any capacity for or suspected to be at fault in causing any claims or actions for which damages are

sought or for which damages may have been paid.

11. Non-Exclusivity

This Participating Addendum and State Contract Number 4400022095 are non-exclusive and shall not in any way preclude State agencies or political subdivisions of the State of Louisiana from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

12. Pricing

Except to the extent that this Participating Addendum, other contract documents, or offerings by the Contractor offer more favorable pricing, the pricing of all goods and services to be provided through this Participating Addendum and State Contract Number 4400022095 shall be as set forth in Master Agreement Number 180233-002 by Maricopa County, AZ, including any attachments.

13. Taxes

State agencies are exempt from all state and local sales and use taxes. It shall be assumed that all pricing is inclusive of all other applicable taxes and fees.

14. Right to Audit

The State of Louisiana Legislative Auditor, Federal Auditors, and Internal Auditors of the Louisiana Division of Administration (DOA), or others designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 for a period of five (5) years from the date of the last payment made under this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours for this purpose. For the avoidance of doubt, this section only applies to Mythics, Inc. as Contractor.

15. Record Retention

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095, for a period of at least five (5) years after final payment.

16. Insurance Requirements

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with **Attachment 2: Insurance Requirements for Contractors** of this Participating Addendum. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095.

17. Training

A. The Contractor's employees and/or authorized subcontractors who will be directly involved in supplying goods and services to the State shall be fully educated and trained by the Contractor

regarding the terms and conditions of this Participating Addendum and State Contract Number 4400022095.

18. Electronic Vendor Payment Solutions

The State desires to make payments electronically. The methods of payment may be via the State’s LaCarte card (procurement card) or EFT payments sent directly from the State’s bank directly to the payee’s bank. See **Attachment 1: Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding electronic payment methods.

19. Administrative Fee or Rebates

The Contractor shall pay a one percent (1%) administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP) in exchange for the management and facilitation of State Contract Number 4400022095. The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities located in the State of Louisiana through State Contract Number 4400022095. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate this Participating Addendum and State Contract Number 4400022095.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed to the Office of State Procurement, Attn: OSP Receivables Specialist, either through the U.S. Postal Service to OSP’s box at: P. O. Box 94095, Baton Rouge, LA 70804-9095; or through a courier service to OSP’s physical location at: 1201 North 3rd Street, Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400022095 ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

20. Usage Reports

Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for State Contract Number 4400022095 in accordance with the schedule below. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate State Contract Number 4400022095.

The specific usage report content, scope, and format requirements are available on the OSP website under Purchasing/Vendor Center/Vendor Forms:

<http://www.doa.la.gov/pages/osp/vendorcenter/forms/index.aspx>. In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400022095. The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP.

The schedule for submittal of usage reports is as follows:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

21. Modifications

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

22. Amendments

Any further Amendments to the products and implementation services being offered under Exhibit A of the Master Agreement, Contract Number 180233-002 after the Effective Date of this Participating Addendum that have been approved by Maricopa County, AZ will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

23. Assignment

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400022095 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

24. Late Payments

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

25. Contract Controversies

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095, shall be resolved by the provisions of Louisiana Revised Statute 39:1671 - 1673.

26. Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095.

27. Contractor's Cooperation/Close-Out

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095 is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

28. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400022095 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400022095.

29. Public Information

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

30. Confidentiality of State Records

Subject to applicable laws, including but not limited to those related to Public Records, the Contractor agrees to protect the State's sensitive information. The Contractor shall not disclose the confidential information of the State, its employees or the populations it serves to any third parties, unless the State has granted prior written approval for the Contractor to do so, or unless such information is determined by the State to be a public record subject to the Public Records Act, La. R.S. 44:1, *et seq.* Upon the conclusion or termination of this Participating Addendum and State Contract Number 4400022095, the Contractor shall immediately turn over all original records which might contain sensitive information to the State agency for/from whom such records were generated. For the avoidance of doubt, Confidential Information residing in the Oracle Cloud Services listed in an order shall solely be governed by the Oracle Terms incorporated within Contract Number 180233-002.

31. Confidentiality of Contractor Records:

Subject to applicable laws, including but not limited to those related to Public Records, the State agrees to protect the Contractor's sensitive information. The State shall not disclose the proprietary and confidential information of the Contractor and its affiliates to any third parties, unless such information is determined to be a public record subject to the Public Records Act, La. R.S. 44:1, *et seq.* In no event shall the provisions of this section be construed to take precedence over either Public Records requirements or Audit requirements, as provided for by law.

33. Contractor’s Certification of No Federal Suspension or Debarment

By signing this Participating Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in “Audit Requirements in Subpart F of the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

34. Secretary of State Registration Requirement

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

35. Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor or any Subcontractor certifies that it is not engaging in a boycott of Israel and it shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State reserves the right to terminate this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400022095, or any order issued pursuant to State Contract Number 4400022095.

36. Cybersecurity Training

A. In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor’s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services. For avoidance of doubt, Oracle is not considered a subcontractor for purposes of this Agreement.

B. For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited

to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

37. Primary Contacts

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Mythics, Inc.

Name	Deonte J. Watters, CCMAP
Title	Vice President of Contracts
Address	4525 Main Street, Suite 1500, Virginia Beach, VA 23462
Telephone	757-233-4275
Fax	757-412-1060
E-mail	Dwatters@mythics.com

State of Louisiana

Name	Felicia M. Sonnier, CPPB
Title	Assistant Director of State Procurement
Address	P.O. Box 94095, Baton Rouge, LA 70804
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

38. Signature Authority

Evidence of signature authority to contract with the state of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**

- c) The Contractor has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

39. Authorized Distributors

In order to be added to State Contract Number 4400022095 as an Authorized Distributor, the distributor must meet the following requirements:

- a) Be approved and added to the Contractor's Approved Distributor Listing;
- b) Be enrolled in the State of Louisiana LaGov Vendor System;
- c) Be registered and in good standing with the Louisiana Secretary of State's office;
- d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)

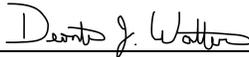
40. Complete Agreement

This, and by reference the documents in the Order of Precedence, is the complete agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Participating Addendum. This Participating Addendum is entered into with neither party relying on any statement or representation made by the other party not embodied in this Participating Addendum and there are no other agreements or understandings changing or modifying the terms.

The undersigned representative of the State of Louisiana hereby agrees, on behalf of the State of Louisiana to comply with the general terms and conditions set forth in the Master Agreement through OMNIA. Copies of Participating Addenda and any amendments thereto will be provided to OMNIA to facilitate use by Participating Public Agencies.

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

Participating State: State of Louisiana	Contractor: Mythics, Inc.
Signature: 	Signature: 
Name: Paula Tregre	Name: Deonte J. Watters, CCMAP
Title: Director of State Procurement	Title: Vice President, Contracts
Date: 5/27/2021	Date: 5/27/2021

Attachment 1: Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors may choose to receive electronic payment for all other payments by Electronic Funds Transfer (EFT). If you do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: DOA-OSRAP-EFT@la.gov

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

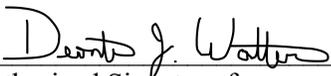
If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
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LaCarte	_____	_____
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EFT	X _____	_____
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Deonte J. Watters, CCMAP
Printed Name of Individual Authorized


Authorized Signature for payment type chosen

5/27/2021
Date

dwatters@mythics.com
Email address and phone number of authorized individual

Attachment 2: Insurance Requirements for Contractors

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. **Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable.

5. **Professional Liability (Errors and Omissions)**

Professional Liability (Errors & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions shall be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30-days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

- 1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder shall be listed as follows:
 - State of Louisiana
 - Office of State Procurement, Its Officers, Agents, Employees and Volunteers
 - 1201 N. 3rd St., Suite 2-160, Claiborne Building
 - Baton Rouge, LA 70802
 - Contract Number: 4400022095

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain such insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its Departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its Departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its Departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.