

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Third Amendment

THIS **THIRD AMENDMENT** (“Amendment”) is made as of February 27, 2026, in San Francisco, California, by and between **Mythics LLC** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term, increase the contract not-to-exceed amount and replace Appendix D with Appendix D-1 (Calculation of Charges); and

WHEREAS, pursuant San Francisco Administrative Code Section 21.16 , the City may utilize the results of a competitive solicitation by another public agency; and,

WHEREAS, a Request for Proposal (“RFP”) was issued by Maricopa County, Arizona for a variety of Oracle equipment, software and services through an Enterprise Agreement with a certified Oracle Value Added Reseller, and the County selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution No. 161-21 on April 20, 2021; NOW, THEREFORE, Contractor and the City agree as follows:

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under [insert resolution number] approved on [insert date of Board action] in the amount of **\$94,587,831** for the period commencing **May 1, 2021** and ending **November 30, 2028** ; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of an elected officer of the City, and the Board of Supervisors.

Now, THEREFORE, the parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated May 1, 2021, between Contractor and City, as amended by the:

First Amendment, dated April 10, 2023, and

Second Amendment, dated September 25, 2024.

Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.3 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Article 2, Term of the Agreement .** Article 2, Term of the Agreement currently reads as follows:

2.1 The term of this Agreement shall commence on May 1, 2021 date and expire **April 30, 2026**, unless earlier terminated as otherwise provided herein. Contractor shall not begin

performance of its obligations under this Agreement until it receives written notice (“Authorization Document”) from City that it may do so, which notice shall be in accordance with Section 3.1 "Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation". The written notice shall clearly identify the goods and/or services that will be rendered pursuant to it.

2.2 Option to Renew. Subject to Oracle’s review and approval, the City, in its sole and absolute discretion, shall have the option to renew the Agreement for a period of five (5) additional years, which City, in its discretion, may exercise on an annual- or multiple-year basis. The City may extend this Agreement solely by modifying this Agreement as provided in Section 8.5, “Modification of this Agreement.” The Parties agree any renewal or extension of this Agreement will require Oracle review and approval.

Such section is hereby amended in its entirety to read as follows:

2.1 The term of this Agreement shall commence on May 1, 2021 date and expire **November 30, 2028**, unless earlier terminated as otherwise provided herein. Contractor shall not begin performance of its obligations under this Agreement until it receives written notice (“Authorization Document”) from City that it may do so, which notice shall be in accordance with Section 3.1 "Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation". The written notice shall clearly identify the goods and/or services that will be rendered pursuant to it.

2.2 **3.3 Compensation.** Section 3.3.1 Compensation of the Agreement currently reads as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly or quarterly basis for products and services delivered in the immediately preceding month, unless a different schedule is set out in Appendix D, "Calculation of Charges." Compensation shall be made for products and services identified in the invoice that the Director of the Department of Technology, or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed sixty million dollars and no cents [\$60,000,000]. The breakdown of charges and payment terms associated with this Agreement appears in Appendix D, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. Contractor shall provide a minimum discount on all products and services purchased through this Agreement, a list of the discount applied to each category is in Appendix D, “Minimum Discounts Below Manufacturer’s Price.” In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly or quarterly basis for products and services delivered in the immediately preceding month, unless a different schedule is set out in Appendix D-1, "Calculation of Charges." Compensation shall be

made for products and services identified in the invoice that the Director of the Department of Technology, or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed ninety-four million five hundred eighty-seven thousand and eight hundred thirty-one dollars and no cents [\$94,587,831]. The breakdown of charges and payment terms associated with this Agreement appears in Appendix D-1, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. Contractor shall provide a minimum discount on all products and services purchased through this Agreement, a list of the discount applied to each category is in Appendix D-1, "Minimum Discounts Below Manufacturer's Price." In no event shall City be liable for interest or late charges for any late payments.

2.3 **Appendix D-1.** Appendix D is hereby replaced in its entirety by Appendix D-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D-1, which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

3.1 **Section 10.4.4 Use of Generative Artificial Intelligence in Deliverables.**
Section 10.4.4 is hereby added to the Agreement:

10.4.4 **Use of Generative Artificial Intelligence in Deliverables.** Prior to issuing a Purchase Order, Contractor will work with the Manufacturer to determine whether any Oracle Cloud Service line items in Mythics Quote contain Artificial Intelligence Functionality as defined in Oracle Artificial Intelligence Terms. The City cannot issue Purchase Orders associated with a Mythics Quote for Oracle Cloud Service which contain Artificial Intelligence Functionality..

Article 4 Effective Date

Each of the modifications set forth in this Amendment shall be effective on and after the date of this Amendment.

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

Sailaja Kurella

CITY
Recommended by:

CONTRACTOR
Mythics LLC DBA Mythics VIII, LLC

Michael Makstman
City Chief Information Officer
Department of Technology

Signed by:  February 27, 2026 | 1:03 PM PST
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Jonathan Smith
Director of Contracts
Slccontracts@mythics.com

Approved as to Form:

City Supplier number: 0000014636

David Chiu
City Attorney

By: _____
Margarita Gutierrez
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration, and Purchaser

By: _____

Attached Appendices: D-1 Revised Calculation of Charges

Appendix D-1 Revised Calculation of Charges

Contractor is authorized to increase the Contractor’s Price for annual renewals of On Premise License and Hardware Support by no more than the current inflationary adjustment rate of four percent (4%) and Cloud (IaaS/PaaS/SaaS) subscriptions by no more than five percent (5%) during any twelve-month period (“Annual Rate Increase Limitation”), but only if Manufacturer has also increased its List Price to the Contractor,. The City will provide Mythics annual PO’s to be released at prior to the beginning of each support renewal start date.

Subject to subsections 1-4 below, the Annual Rate Increase Limitation shall not apply where Manufacturer has imposed surcharges and fees pertaining to: (A) aged hardware that is five years or older (Aged Hardware Surcharge); (B) reinstatement fees for hardware or software support that has lapsed for 90 days or more at no fault of Contractor or Manufacturer (Reinstatement Fees); (C) back support for lapsed hardware or software support (Back Support); and (C) re-certification fees for renewing hardware support that has lapsed for 90 days or more at no fault of Contractor or Manufacturer.

1. The Aged Hardware Surcharge shall not exceed 15% unless changed by the Manufacturer.
2. The Reinstatement Fee shall not exceed 150% of the daily rate for support, had support been timely renewed and based on the number of lapsed days.
3. The Back support shall equal the actual daily rate for support had support been timely renewed times the number of lapsed days.
4. The Re-Certification Fee shall depend on the intricacy of the hardware system and customer location but shall, in no event, exceed the cost to renew Premier Support for the system. In event where the cost for re-certification exceeds the cost to renew Premier Support for the hardware system, Contractor will seek a reduction approval request from the Manufacturer.

Hardware Category	Description	Min % Discount off of List	Max % Discount off of List
Oracle Hardware Category L	SPARC Servers	22.00%	27.00%
Oracle Hardware Category U	X86	17.00%	22.00%
Oracle Hardware Category V	Storage/Network	25.00%	35.00%
Oracle Hardware Category X	Tape Libraries	35.00%	45.00%
Oracle Hardware Category Z	Engineered Systems	10.00%	21.00%
Oracle Hardware Category Y	Installation	2.00%	2.50%

Software Category	Min % Discount off of List	Max % Discount off of List
Oracle Technology Global Price List	35%	70%
Siebel CRM Enterprise Price Lists	35%	70%
PeopleSoft Applications Global Price Lists	35%	70%
JD Edwards Global Price List	35%	70%
Oracle Fusion Application Price List	35%	70%
Oracle Business Intelligence Application Global Price List	35%	70%
Oracle E-Business Suite Application Price Lists	35%	70%
Oracle Application Integration Architecture Global Price List	35%	70%
SaaS Category	Min % Discount off of List	Estimated Max % Discount off of List
Oracle Fusion Cloud Service	40.00%	80.00%
Oracle Taleo Cloud Service Global Price List	40.00%	80.00%
RightNow Price List	40.00%	80.00%
Eloqua (Marketing) Global Price List	40.00%	80.00%
CEGBU (formerly known as Primavera)	Min % Discount off of List	Estimated Max % Discount off of List
Software	29.00%	58.00%
Cloud (SaaS)	5.00%	45.00%
* IaaS/PaaS Category	Min % Discount off of List	Max % Discount off of List
IaaS	0.00%	15.00%
PaaS	0.00%	15.00%
* Includes Funded Allocation Model (FAM), Universal Credits Model (UCM), and Gov SKU purchases.		
Other	Min % Discount off of List	Estimated Max % Discount off of List
Oracle Java SE	2.00%	5.00%
MySQL	28.00%	30.00%