CITY OF SANTA FE

Date: October 1, 2024

To: Mayor Alan Webber
Governing Body
Finance Committee
Quality of Life Committee

Via: Eric Candelaria, ITT Department Director EC

From: Michelle A. Gurule, Contracts Administrator

Subject: **Cloud Storage and Maintenance of the City of Santa Fe AS400 Data**

Vendor Name: **Denovo**

Vendor Number: **3846**

ITEM AND ISSUE:
ITT Department respectfully request your review and approval of Addendum A Professional Services Agreement with Denovo Request for the Approval of Cloud Storage and Maintenance of the City of Santa Fe AS400 data in the total amount of $1,819,244.00 FY24 $343,508.00 FY25 $479,112.00 FY26 $498,312.00 FY27 $498,312.00 (Cloud Storage and Maintenance three years from date of final signature approval); (Denovo/ITT Department); (Eric Candelaria, edcandelaria@santafenm.gov, 505-955-5576)

- Cloud Storage and Maintenance of the City of Santa Fe AS400 data Upgrade $1,377,640.77-FY24 $343,504.77 FY25 $344,712.00 FY26 $344,712.00 FY27 $344,712.00
- Original Contract #23-0595
- Reason for amendment (Increase compensation $1,819,244.00)
- Date of original contract approval by Governing Body October 3, 2023

Action Requested: Approval of Contract

BACKGROUND AND SUMMARY:
The City of Santa Fe's current AS400 system has reached end of life. As of April of 2024, ITT will no longer be able to support or maintain the current AS400 System. Due to multiple departments still having a necessity for this system for multiple financial requirements and archive availability The City of Santa needs to establish a solution for continued support. Denovo will allow the data stored on the current system to be transferred and maintained through cloud storage and support. Allowing the City to continue daily financial duties and to archive necessary data.

PROCUREMENT METHOD:

The procurement method is the General Services Agreement (GSA) # GS-35F-0026Y which expires on October 16,2026.

Chief Procurement Officer Approval: _____ **Date:** Oct 22, 2024
Comment/Exceptions: NMSA 1978, Section 13-1-129, GSA

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3204315

SOURCE/REVENUE: ☒**Expense** ☐**Revenue**

The funding source is:
Fund Name/Number: CIP Special Projects/Fund 325
Munis Org Name/Number: Enterprise Resource Planning/3253950
Munis Object Name/Number: Other Consulting/510340

Grant Manager / Accounting Officer Approval: No **Date:**
Comment/Exceptions: _____

Budget Officer Approval: Andy Hopkins **Date:** Oct 22, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐**Yes |** ☒ **No**

Repair or Replacement of Existing Equipment:

☐**Yes |** ☒ **No**

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ **Yes |** ☒ **No**

Department Approvals:
IT Components: ☒ **Yes |** ☐ **No**
Vehicles: ☐ **Yes |** ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☒ **No**

Approval: Eric Candelaria (Oct 1, 2024 13:23 MDT) **Title: Department Director** **Date:**
Approval: _____ **Title:** _____ **Date:** _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info: Michelle A. Gurule, magurule@santafenm.gov
505-955-5533

ATTACHMENTS:

Vendor's Quote
Certificate of Liability Insurance
Addendum A
Professional Contract

Service Order 001 Addendum A
Item #23-0595

Customer:	City of Santa Fe	**Contact:**	Zarifa Dushdurova
Service Order Effective Date:	October 1, 2023	**Addendum Effective Date:**	August 15, 2024

This Addendum to Service Order 001 is by and between Denovo Ventures, LLC. ("Denovo") and City of Santa Fe "Customer" or "Client") (each a "Party" and collectively the "Parties").

1. Initial Term

The Initial Term is modified to forty-five (45) months and will expire on June 30, 2027.

2. Service Entitlement, Limitations and Options

1. The Enhancement Services row is replaced in the table in Section 2 of Attachment 001 of that Service Order 001:

- Enhancement Services	Included	1. For the period of July 1, 2024 through September 30, 2024 one hundred eighty (180 hours. 2. Effective October 1, 2024 three hundred (300) hours per quarter.	1. See Enhancement Services Rate Card. 2. Additional hours requires an amendment to the agreement in advance of the hours being provided.

3. Article 2 – Service Fees

Article 2 (b) is replaced as follows:

b. The monthly Service Fee is paid annually in advance based on the compensation table provided in Article 3 – Total Compensation.

4. Article 3 – Total Compensation

Article 3 is replaced as follows:

Effective with the Customer fiscal period beginning July 1, 2024, the table below outlines the total compensation for Customer fiscal periods excluding GRT.

Description	FY24	FY25	FY26	FY27	Total
	October 2023 - June 2024	July 2024 - June 2025	July 2025 - June 2026	July 2026 - June 2027	
Total Fees:	$343,508	$479,112	$498,312	$498,312	$1,819,244
NOTE: FY24 Fees have been paid.					

Total compensation for the four-year term not to exceed $1,819,244 excluding GRT.

This Addendum shall be and is hereby incorporated into SERVICE ORDER 001 for all intents and purposes, and except as otherwise stated herein, the terms, provisions and definitions of the SERVICE ORDER 001 shall continue to apply to this Addendum, as well as in the SERVICE ORDER 001. The SERVICE ORDER 001 is hereby ratified and approved in all respects except where inconsistent with the terms of this Addendum.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date set forth above.

City of Santa Fe

Signature

Name (Type / Print)

Title

Date

DENOVO VENTURES, LLC

Don Landrum
Don Landrum (Sep 28, 2024 20:55 CDT)

Signature

Don Landrum

Name (Type / Print)

Executive Vice President

Title

Sep 28, 2024

Date

IN WITNESS WHEREOF, the parties have agreed to this Amendment as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Sep 30, 2024
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Denovo

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA"), dated as of the date of the last signature ("Effective Date") is by and between Denovo Ventures, LLC, a Colorado limited liability company ("Denovo") and The City of Santa Fe ("Customer" or "Client"), (each a "Party" and together the "Parties").

Customer desires to engage Denovo to provide certain products and services, and Denovo desires to provide such products and services, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this MSA agree as follows:

1. ***Construction.*** This MSA sets forth the general terms and conditions of the Agreement. For each Service Denovo provides, there is a Service Order ("SO") or Statement of Work ("SOW") that sets forth more specifically the Services and Service Levels Denovo will provide the Customer. If the Customer requests any Services that require a software product license or purchase (whether from a third party or from Denovo), in addition to an SO or SOW, Denovo will provide a separate Order Document ("OD") and any applicable license or other agreements to be executed by the Customer. Each SO or SOW, combined with any applicable Change Orders and the MSA, shall constitute an independent contract, provided, however, that a default under any SO, SOW or Order Document shall constitute a default under all other outstanding SOs, SOWs, ODs, or other agreements executed between Denovo and Customer. Notwithstanding the foregoing, any ODs, as well as any license agreements and related documents executed in connection therewith, apply exclusively to the software and other products therein and shall not be part of this Agreement. To the extent there are inconsistencies between the MSA and the SO or SOW, the SO or SOW will govern and control over the MSA. The headings shall be disregarded in construing or interpreting the Agreement.

2. ***Definitions.*** Capitalized terms not otherwise defined herein or in the applicable SO, SOW or Change Order shall be defined as follows:

   a. ***AAA.*** American Arbitration Association.

   b. ***Aggregated Data.*** Any aggregated and statistical data derived from the operation of the Services, including, without limitation, the number of records in the Services, the number and types of transactions, configurations, and reports processed in the Services and the performance results for the Services.

   c. ***Agreement.*** Each SO or SOW, applicable Change Order, and other documents executed pursuant to the MSA, combined with the MSA.

   d. ***Audit.*** The access and audit of Denovo's records, facilities, and locations in which Denovo performs Cloud Services for Customer, Denovo equipment, Denovo software and supporting documentation of Denovo and its subcontractors.

   e. ***Change.*** The addition, subtraction, or change to any Services related to the Agreement; a change that results in increased or reduced Fees for applicable Services; changes to the Service Levels; or any other change to the Agreement.

   f. ***Change Order ("CO").*** A fully executed Change Order Request form that details the Change agreed to by the Parties.

   g. ***Change Order Request.*** A formal request submitted by one Party to the other for a Change to the Agreement.

   h. ***Connectivity.*** Customer is responsible for providing communication connectivity from Customer's network to the cloud services provided by Denovo.

   i. ***Customer Applications.*** All software programs, including any source code for such programs, that the Customer or the Customer's designated affiliates provide in connection with the Agreement.

j. ***Customer Care Portal.*** A web-based service that allows Customers to report problems, request information, and view system metrics.

k. ***Customer Data.*** Customer's Confidential Information and all text, files, images, graphics, information, data, illustrations, personal data, video, audio, photographs, and other content and material in any format, provided or uploaded by the Customer in connection with the Agreement (but not including Work Product, Denovo Intellectual Property, or any material provided by Denovo to Customer and later provided or uploaded by Customer).

i. ***Confidential Information.*** Any proprietary information or data (including the terms of the Agreement), internal business information including, without limitation, business plans, strategies, goals, financial statements, business methods and procedures, services provided, contractual arrangements, Customer and customer lists, work product, contact information, Trade Secrets (as defined below), and any other information designated as confidential by either Party.

m. ***Data Center Network.*** The portion of the Denovo network extending from the outbound port on the Customer edge device to the outbound port of the data center border router and includes Denovo managed switches, routers, and cabling.

n. ***Denovo Intellectual Property.*** All intellectual Property that was developed by Denovo or on Denovo's behalf prior to performance of, or independent of, the Agreement or that is generally applicable to or useable by any of Denovo's other customers or for its business in general regardless of when developed, or that Denovo may, in connection with the performance of Services hereunder, employ, provide, modify, create, or acquire or otherwise obtain rights in. As used herein, "Intellectual Property" means all concepts, ideas, recommendations, methods, methodologies, procedures, processes, know-how and techniques, templates, programs, trademarks and service marks, Trade Secrets, copyrights, patents, software, inventions, discoveries, software, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, development tools (including without limitation general purpose consulting and software tools), utilities and routines, logic, integrations, coherence and methods of operation of systems, and all other intellectual property and improvements to any of the foregoing .

o. ***Disaster.*** Any unplanned event or condition that renders Customer unable to use, for its intended computer processing and related business purposes, the Denovo Services, reasonably projected by both Customer and Denovo to last more than four (4) consecutive hours.

p. ***Disaster Declaration Notice.*** The notice which the Customer is to provide to Denovo upon the occurrence of a Disaster requesting access to and use the Service set forth herein of this Statement of Work. Any verbal declaration must be followed by written or email notice within twenty four (24) hours of the Disaster Declaration Notice.

q. ***Dispute.*** Any dispute, claim, or controversy arising out of or relating to the negotiation, execution, and performance of the Agreement, including without limitation any alleged contractual, statutory, or tort claims, regardless of whether such claims are brought at law or in equity, and any dispute regarding the arbitrability of such issues as set forth in the Dispute Resolution section below.

r. ***Effective Date.*** The date the MSA, SO, SOW, OD, or CO is executed and goes into effect.

s. ***Expenses.*** Reasonable out-of-pocket expenses that Denovo incurs in connection with the Services, including, without limitation, all reasonable travel, meal, lodging, and mileage expenses.

t. ***Fees*** or ***Charges.*** Any fees or charges for the Services or products described in the Agreement.

u. ***Incident.*** An unplanned interruption or reduction in the quality of Services which is classified according to the severity levels set forth in the SO or SOW.

v. ***Infringement Claim.*** Third party claims against the Customer that any Work Product or Denovo Intellectual Property infringes a presently existing United States copyright, patent or trademark or constitutes misappropriation of unlawful disclosure or use of a third party's trade secrets under United States law.

w. ***Initial Term.*** The period from the Effective Date through the duration of the initial MSA, SO or SOW.

x. ***Late Charge.*** The lesser of (i) one- and one-half percent (1.5%) per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law.

y. ***Law.*** Any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign, or international.

z. ***Order Document ("OD").*** An agreement between Denovo and the Customer that describes the specific software and other products that Customer will license or purchase from Denovo or a third party, as well as related terms and conditions. Each Order Document, as well as any license or other agreement executed in connection therewith, is separate from any SO or SOW provided by Denovo and this Agreement.

aa. ***Patches.*** All patches, bug fixes, updates, maintenance, and service packs necessary for the function and security of the Services.

bb. ***Planned Maintenance.*** Total minutes of planned maintenance in the month.

cc. ***Quarterly Period.*** A three (3) month period with the first period beginning on the first (1st) day of the month after the Effective Date of the Service and ending on the last day of the third (3rd) month. Unless the Termination Date is less than three (3) months, subsequent periods will have a duration of three (3) months.

dd. ***Service or Services.*** Generally, all of the services Denovo agrees to provide Customer as set forth in any applicable SO, SOW, or CO.

ee. ***Service Availability.*** The various specifics of services availability including, without limitation, uptime objectives and downtime credits, as more fully described herein.

ff. ***Service Levels.*** The service levels, if any, that Denovo will adhere to as set forth in the applicable SO or SOW.

gg. ***Service Level Credits.*** Credits to the Customer account for material failure to meet Service Level Objectives.

hh. ***Service Level Objectives.*** All the service level standards as defined in the SO or SOW that pertains to the Services.

ii. **Service Order or SO** . A document that sets forth more specifically the Services, Service Levels Denovo will provide the Customer, a schedule of Fees and Charges, as well as any further terms and conditions that may apply to the Services Denovo will provide the Customer.

jj. **Statement of Work or SOW.** A statement of work that sets forth more specifically the Services, Service Levels Denovo will provide the Client, a schedule of Fees and Charges, as well as any further terms and conditions that may apply to the Services Denovo will provide the Client

kk. ***Successive Term.*** The time the MSA, SO or SOW renews for as defined herein after the Initial Term.

ll. ***Term.*** The Initial Term and all Successive Terms.

mm. ***Termination Date.*** The date on which the Agreement is terminated or expires pursuant to the terms of the Agreement.

nn. ***Trade Secrets.*** Trade secrets as defined under C.R.S. § 7-74-102, including, without limitation, various computer systems and programs, techniques, developments, improvements, inventions, and processes that are, or may be,

produced in the course of the applicable Party's operations, including any other information not generally known concerning such Party or its operations, including products, suppliers, markets, sales, internal costs, costs, margins, profits, Customer needs and lists, and the pricing information made available in the Agreement or other information acquired, disclosed, or made known to employees or agents while in the employ of such Party, which, if used or disclosed by a party other than such Party, could adversely affect such Party's business or give competitors an advantage.

oo. ***Unplanned Downtime.*** Any time the Service is unavailable as measured by an automated probe (script) that will poll the Service, but does not include any time during which the Services or any Services component are not available due to (A) A failure or degradation of performance or malfunction resulting from scripts, data, applications, equipment, infrastructure, software, penetration testing, performance testing, or monitoring agents directed, provided or performed by Customer; (B) Planned outages scheduled or announced maintenance or maintenance windows, or outages initiated by Denovo at the request or direction of Customer for maintenance, activation of configurations, backups or other purposes that require the service to be temporarily taken offline; (C) Outages occurring as a result of any actions or omissions taken by Denovo at the request or direction of Customer; (D) Outages resulting from Customer equipment, or third party equipment not within the sole control of Denovo; (E) Outages due to system administration, commands, or file transfers performed by Customer users or representatives; (F) inability to access the Services or outages caused by Customer's conduct, including negligence or breach of Customer material obligations under the Agreement, or by other circumstances outside of Denovo's control; (G) Lack of availability or untimely response time of Customer to respond to incidents that require Customer participation for source identification and/or resolution, including meeting Customer responsibilities for any Services; or (H) Outages caused by failures or fluctuations in electrical, connectivity, network or telecommunications equipment or lines due to Customer conduct.

pp. ***Work Product.*** Any Intellectual Property, software modifications, enhancements and/or interfaces, together with related specifications, design documents, flow charts, documentation, training manuals, reports, and other tangible work product specifically developed by Denovo for the Customer in accordance with the Agreement, but not including Denovo Intellectual Property.

3. ***Services.*** Denovo shall provide the Services to Customer as set forth in the applicable SO or SOW on the terms and conditions set forth in the Agreement. The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Customer. The Services are exclusively for the use of the Customer and any of its employees or authorized users in accordance with the terms of the Agreement and may not be used by subsidiaries or other affiliates of the Customer unless specifically permitted by the Agreement. To the extent that the Services require the provision of third-party software or support, the Services shall be subject to the terms of Denovo's agreement with such third-party provider as well as Customer's agreement with such third-party provider and Denovo shall have no liability with respect to such third-party software or support, or with respect to Customer's agreement with such third-party provider, except as otherwise specifically stated in the Agreement.

4. ***Payment.***

a. ***Fees and Expenses.*** Each SO or SOW shall set forth the Fees that are to be paid to Denovo. In addition, each SO shall set forth the Expenses (or types of Expenses to the extent the amount of such Expenses aren't known) that are to be reimbursed by Customer in accordance with Denovo's standard travel and expense policies. .

b. ***Invoices.*** Denovo will provide Customer with an invoice pursuant to the schedule set forth in the SO or SOW, but not less often than monthly. Each invoice shall set forth the Fees and Expenses owed to Denovo in reasonable detail, the SO or SOW reference numbers, the cost of any products that are not included in a separate Order Document and, when applicable, the number of hours spent by Denovo personnel in providing the Services during the period invoiced and any accrued Late Charges. For Services that are invoiced on a regular reoccurring basis (for example, for Services that require a monthly fee), Denovo reserves the right, in its sole discretion, to prorate the initial payment(s) in order to ensure that Customer is subsequently billed on Denovo's regular billing cycle for such Services and to invoice such Services in advance. If invoiced items are disputed, Customer must notify Denovo within fifteen (15) days of invoice date. If notice of dispute is not received within fifteen (15) days of

invoice date, all items therein are deemed undisputed. Payment terms for all undisputed invoices or individual invoice items are net thirty (30) days from the date of invoice unless otherwise stated in the applicable SO or SOW.

c. ***Method of Payment.*** Unless otherwise agreed to in writing by both Parties, all amounts to be paid to Denovo under the Agreement shall be paid in U.S. dollars and may be made using electronic or automated clearing house (ACH), automatic bill pay mechanisms, or by federal wire transfer to the account or accounts designated in the applicable invoice. If no such account is designated in an invoice, payment should be made to the account below:

Denovo Ventures, LLC
ACH/Wire: First Citizens Bank
ABA/Routing: 053100300
Account: 1822000629
Beneficiary FCB Customer Account Name: Denovo Ventures, LLC
For international wire instructions please contact AR@Denovo-us.com

d. ***Finance Charges.*** If Denovo does not receive payment for invoices within thirty (30) days of the invoice date, the Late Charge shall accrue. Such Late Charge will be added to the following invoice and shall be due and payable immediately upon receipt of such invoice.

e. ***Taxes.*** Except for federal, state or local income taxes solely based on the income earned by Denovo, the Customer shall be responsible for all taxes in connection with the Agreement including any sales, use, excise, value-added, services, consumption and other taxes and duties assessed on the provision of Services, products or materials by Denovo to the Customer, on Denovo's charges to the Customer under the Agreement, and on any goods or services used or consumed by either Party in connection with the provision of Services under the Agreement.

5. *Term and Termination.*

a. ***Term.*** The Initial Term of this MSA is four (4) years following the Effective Date. Notwithstanding the MSA shall not terminate while any SO, SOW, OD, or CO remains in effect.

b. ***Termination for Cause by Either Party.*** In addition to any termination rights set forth in an SO or SOW regarding termination of such SO or SOW, either Party may terminate the Agreement (and all SO's, SOW's, OD's and other agreements between Customer and Denovo) for the other Party's material breach of the Agreement after giving at least thirty (30) days prior written notice identifying specifically the basis for such notice and referring to this Section of this MSA unless the breaching Party cures such breach within such thirty (30)-day period.

c. ***Termination for Cause by Denovo***. In addition to any termination rights set forth in an SO, SOW or OD regarding termination of such SO or SOW, Denovo may terminate the Agreement and this SO or SOW (and all SO's, SOW's, OD's and other agreements between Customer and Denovo) at any time immediately upon notice to Customer if (i) an outstanding invoice remains unpaid forty-five (45) days after its applicable due date, (ii) the Customer discloses Denovo's Confidential Information in violation of the Agreement, or (iii) the Customer misuses or modifies the Work Product, Denovo Intellectual Property or other deliverables in a manner that causes the infringement of any third party's intellectual property rights.

d. ***Termination for Insolvency.*** Either Party may immediately terminate the Agreement (and all SOs, SOWs, ODs, and other agreements) in whole or in part if the other Party:

i. Makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, or ceases operating in the normal course of business.

ii. Has a receiver or trustee appointed by a court over the Party or any substantial part of the Customer's assets.

iii. Becomes insolvent or is unable to pay its debts as they become due.

iv. Authorizes, applies for or consents to the appointment of a trustee or liquidator of all or a substantial part of its assets or has proceedings seeking such an appointment commenced against it which are not terminated within ninety (90) days of such commencement.

v. Has any substantial part of its property subjected to any levy, seizure, assignment, or sale for, or by any creditor or governmental agency without said levy, seizure, assignment or sale being lifted, released, reversed or satisfied within ten (10) days.

vi. Files a voluntary petition under any chapters of the United States Bankruptcy Code or any other insolvency law or an involuntary proceeding has been commenced by any Party against the Party under any one of the chapters of the United States Bankruptcy Code or any other insolvency law and (A) the proceeding has been pending for at least sixty (60) days; or (B) the Party has consented, either expressly or by operation of law, to the entry of an order for relief; or (C) the Party has been decreed or adjudged a debtor or equivalent.

e. ***Suspension.*** In the event that the Customer violates any material provision of the Agreement, Denovo may suspend any or all of the Services in addition to any other rights Denovo may have under the Agreement. Denovo will use reasonable efforts to restore the suspended Services promptly after Denovo determines, in its reasonable discretion, that the issues have been resolved or the situation has been cured.

6. ***Employment Matters.***

a. ***Denovo Staffing.*** Denovo shall assign personnel to the Customer account that possess the training, education, expertise, and skill levels appropriate for the Services to be provided by such personnel. Denovo reserves the right to determine which of its personnel shall be assigned to perform Services, and to replace or reassign such personnel during the Term; provided, however, that Denovo, subject to scheduling and staffing considerations, shall use good faith efforts to honor the Customer's request for or lawful objection to specific individuals.

b. ***Customer Staffing.*** Customer shall assign personnel to the performance of Customer responsibilities that possess the appropriate training, education, expertise, and skill levels to perform such Customer responsibilities. Customer reserves the right to determine which of its personnel shall be assigned to perform Customer responsibilities, and to replace or reassign such personnel during the Term; provided that, the Customer shall ensure that the performance by such personnel of Customer responsibilities does not adversely affect the ability of Denovo to perform its obligations under the Agreement.

c. ***Non-solicitation.*** Neither Denovo nor the Customer shall solicit for employment, offer employment to, employ or hire as an independent contractor the other Party's employees, agents, or subcontractors during the Term of the Agreement and for a period of twelve (12) months following expiration or termination of the Agreement except as may be agreed to in writing by both Parties. The Parties acknowledge that the damages caused by a breach of this Section would be difficult to ascertain. Therefore, if either Party violates the foregoing restriction, as the breaching Party's sole obligation and the non-breaching Party's sole and exclusive remedy, the breaching Party will pay the non-breaching Party two (2) times the solicited employee's current annual salary.

d. ***Independent Contractor.*** Denovo shall provide Services to Customer as an independent contractor, and nothing contained herein shall be construed to create a relationship of employer-employee or principal-agent between Denovo and Customer. Neither Party is, nor shall represent itself to be, an agent, partner, fiduciary, joint venture, co-owner or representative of the other.

7. ***Assignment and Subcontracting.***

a. Neither Party shall assign or subcontract any portion of the Agreement without the express and prior written consent of the other Party. Notwithstanding the foregoing, in the event of a merger, acquisition, or sale of substantially all its assets, or reorganization, Denovo may assign the Agreement or any portion thereof to a successor-in-interest or any affiliate of Denovo that has the ability to perform the assigned obligations and has agreed to do so in writing.

b. Notwithstanding Section 7(a), Denovo may subcontract any of its duties under the Agreement, including, without limitation, any SO, SOW or portion thereof, to a subcontractor in the ordinary course of business; provided, however, Denovo will remain liable to the extent provided herein for its performance under the Agreement.

8. ***Confidentiality.***

a. ***General.*** To the extent that either Party comes into possession of any Confidential Information of the other Party in connection with the Agreement or otherwise, such Party may use the Confidential Information of the other Party solely for the purposes of the Agreement and shall not disclose such Confidential Information to any third party without the prior written consent of the other Party.

b. ***Exclusions.*** Notwithstanding any provision herein to the contrary, Confidential Information shall not include information that (i) is or becomes publicly available (other than by breach of the Agreement), (ii) was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party reasonably believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party, (iii) is developed by the receiving Party independent of and without reference to any Confidential Information of the disclosing Party, or was known by the receiving Party prior to any disclosure of such information made by the disclosing Party, in each case as evidenced by the receiving Party's written records, or (iv) is disclosed with the written consent of the owner of the Confidential Information.

c. ***Protection.*** Each Party shall maintain the confidentiality of the Confidential Information of the other Party using at least the same degree of care as it employs in maintaining the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.

d. ***Remedies.*** If a Party discloses or uses (or threatens to use or disclose) any Confidential Information of the other Party in breach of the confidentiality protections under the Agreement, the other Party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, as the Parties acknowledge that any other available remedies may be inadequate.

e. ***Compelled Disclosure.*** Notwithstanding the above, the receiving Party shall not be in violation of this confidentiality obligation with regard to a disclosure that was in response to a valid order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory or professional standards, provided that the receiving Party provides the disclosing Party with reasonable prior written notice of such disclosure in order to permit the disclosing Party to seek confidential treatment of such information.

f. ***Trade Secrets.*** Denovo employs Trade Secrets that contain privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by Denovo. Because it would cause irreparable harm to Denovo if any of its Trade Secrets were known to its competitors, to the extent that Customer learns any of Denovo's Trade Secrets, Customer shall not disclose or use such Trade Secrets in its own business or for the benefit of any party other than Denovo. In the event that the Customer is a public entity and awards a contract to Denovo, the Customer shall have the restricted right to disclose the entire contract dollar amount, however this disclosure shall not include itemized data or any Trade Secrets.

9. ***Ownership of Intellectual Property.***

a. ***Denovo Ownership.***

i. Denovo shall retain all right, title and interest in and to Denovo Intellectual Property.

ii. All rights, title and interest in Work Product shall vest in Denovo unless otherwise expressly provided in the applicable SO or SOW. Upon Customer's payment of all fees set forth in the applicable SO or SOW, Denovo shall grant to Customer a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, nonexclusive, non-sublicensable license to the Work Product resulting from the Services. Customer shall use the Work Product in a manner and for the purposes for which it was designed and in accordance with the terms of this Agreement solely for its internal business purposes.

iii. Denovo shall own the Aggregated Data. Denovo may utilize the Aggregated Data for purposes of operating Denovo's business unrelated to the provision of Services hereunder, provided that Denovo shall not reveal any Customer Confidential Information.

iv. Except for any license expressly granted in the Agreement, neither the Customer nor any third party shall acquire any right, title, or interest in or to Denovo Intellectual Property or Work Product.

b. ***Customer Ownership.*** The Customer shall retain all right, title and interest in and to the Customer Data. Customer hereby grants to Denovo limited license to use the Customer Data solely to the extent necessary for Denovo to perform the Services hereunder.

10. *Indemnification.*

a. ***General.*** The Parties shall have the following general indemnity obligations:

Denovo shall defend and hold harmless the Customer and its officers, directors, members, managers, employees, subcontractors, and agents from and against:

(i) Infringement Claims so long as the Customer promptly notifies Denovo in writing of the Infringement Claims. Denovo shall provide such defense at its expense and will pay any costs or damages that may be finally awarded by a court of competent jurisdiction against the Customer. Denovo will not indemnify the Customer, however, if the Infringement Claim is caused by (i) the Customer's misuse or modification of the Work Product, Denovo Intellectual Property or other deliverables in a manner that causes the Infringement; (ii) the Customer's use of the Work Product, Denovo Intellectual Property or other deliverables in combination with any hardware, software or information not owned or developed by Denovo; (iii) the Customer's failure to use corrections or enhancements to such Work Product, Denovo Intellectual Property or other deliverables made available by Denovo, (iv) the Customer's distribution, marketing or use for the benefit of third parties of such Work Product, Denovo Intellectual Property or other deliverables or (v) information, specifications, software or materials provided by the Customer or a third party. If any Work Product is, or in Denovo's judgment is likely to become, the subject of an Infringement Claim, Denovo, at its expense and option, shall either (a) procure the right for the Customer to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Work Product and refund to the Customer the Fees paid for such Work Product less a reasonable amount for the Customer's use of the Work Product up to the time of return. The foregoing constitutes the Customer's sole and exclusive remedy and Denovo's entire liability with respect to Infringement Claims.

(ii) Any and all losses arising from claims by third parties relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the gross negligence or willful misconduct of Denovo, its personnel or agents in connection with the performance of the Services under the Agreement.

b. ***Procedure.*** To receive any indemnities specified in this Section, the Party seeking indemnification must promptly notify the other Party in writing of a claim or suit and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the claim or suit. The indemnifying Party shall have no obligation to indemnify the indemnified Party under any settlement made without the indemnifying Party's written consent.

11. *Limitation of Liability; Disclaimer of Warranties.* Unless otherwise specifically stated in an SO or SOW with respect to the Services described in, or products or software provided or licensed under, such SO or SOW, the following limitations of liability and disclaimers of warranties shall apply to the Agreement:

a. ***Limitation of Liability.*** IF DENOVO SHALL BE LIABLE TO THE CUSTOMER FOR ANY MATTER RELATING TO OR ARISING FROM THE AGREEMENT, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, THE AGGREGATE AMOUNT OF DAMAGES RECOVERABLE AGAINST DENOVO WITH RESPECT TO ANY AND ALL BREACHES, PERFORMANCE,

NONPERFORMANCE, ACTS OR OMISSIONS HEREUNDER, OR ANY REASON WHATSOEVER, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER TO DENOVO UNDER THE SO or SOW PURSUANT TO WHICH DENOVO IS PERFORMING THE SERVICES OR SELLING THE PRODUCTS GIVING RISE TO SUCH BREACH.

b. ***Exclusion of Damages.*** IN NO EVENT SHALL EITHER PARTY OR ITS PERSONNEL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) NOR SHALL THEY BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

c. ***Subcontractor Liability.*** The exclusions and limitations of liability under the Agreement will operate to the benefit of Denovo's subcontractors under the Agreement to the same extent that such provisions operate to the benefit of Denovo. Any limitations of liability hereunder will be computed for Denovo and its subcontractors in the aggregate. Denovo's subcontractors shall be deemed third-party beneficiaries of this Section.

d. ***Disclaimer of Warranties.*** EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE AGREEMENT, DENOVO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND DENOVO CANNOT AND DOES NOT GUARANTY ANY RESULT OR THE EFFECTIVENESS OF THE SERVICES, WORK PRODUCTS, DENOVO INTELLECTUAL PROPERTY OR OTHER GOODS SOLD OR SOFTWARE LICENSED HEREUNDER. ANY SERVICES, WORK PRODUCT, DENOVO INTELLECTUAL PROPERTY OR OTHER GOODS SOLD OR SOFTWARE LICENSED HEREUNDER ARE PROVIDED "AS IS," AND ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE WARRANTIES ARE NULL AND VOID IF THE SERVICES, WORK PRODUCTS, DENOVO INTELLECTUAL PROPERTY OR OTHER GOODS SOLD OR SOFTWARE LICENSED HEREUNDER HAVE BEEN MODIFIED, ALTERED, OR REPAIRED BY NON-DENOVO EMPLOYEES OR INDEPENDENT CONTRACTORS.

e. ***Third Party Agreements.*** NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, DENOVO SHALL HAVE NO LIABILITY TO CUSTOMER UNDER ANY LICENSE OR OTHER AGREEMENT BY AND BETWEEN THE CUSTOMER AND A THIRD PARTY, REGARDLESS OF WHETHER SUCH LICENSE OR AGREEMENT RELATES TO DENOVO'S PROVISION OF SERVICES TO CUSTOMER.

12. ***Insurance.*** Denovo shall maintain insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act, and as outlined below. Denovo shall furnish the client with proof of insurance of Denovo's compliance with the provisions of this section as condition prior to performing services under this Agreement.

a. ***Business Automobile Liability.*** Covering all vehicles that Denovo owns, hires, or leases with a limit of no less than one million dollars ($1,000,000.00) per accident/employee.

b. ***Commercial General Liability.*** Including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with a minimum limit of no less than one million dollars ($1,000,000.00) each occurrence and a minimum limit of two million dollars ($2,000,000.00) in the aggregate.

c. ***Professional Liability Insurance.*** Including Errors and Omissions coverage with a limit of no less than five million dollars ($5,000,000.00) per occurrence and in the aggregate.

13. ***Dispute Resolution.***

a. ***General.*** In the event of any Dispute, one Party shall notify the other Party in writing of the Dispute in sufficient detail to put the other Party on notice of the nature of the Dispute. The Parties shall work together in good faith

first to informally resolve the Dispute internally by escalating it as necessary to progressively higher levels of the administrative structure.

b. ***Mediation.*** If informal discussion fails, the Parties agree that any and all Disputes shall be submitted to the AAA, or its successor, for mediation prior to commencing arbitration proceedings. Either Party may commence mediation by providing AAA and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested. The mediation shall take place at the AAA office in Santa Fe, New Mexico. The Parties shall participate in the mediation in good faith and will share the costs equally. The Parties will cooperate in the selection of a mediator from the AAA panel of neutrals and the scheduling of the mediation proceedings. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any AAA employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled from the date of the written request for mediation until fifteen (15) days after the conclusion of mediation. The Parties will take such action, if any, required to effectuate such tolling.

14. ***Authority.*** Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state in which it is organized or incorporated, (ii) it has all requisite power and authority to enter into the Agreement and to perform its obligations hereunder, and the execution of the Agreement, and (iii) it has been duly authorized to consummate the transactions contemplated in the Agreement.

15. ***Marketing.*** Denovo is allowed the nonexclusive use of the Customer's name, logo, trademarks, and service marks on Denovo's sales and marketing materials for presentation to current and prospective customers. Upon the Customer's request, Denovo will provide the Customer a copy of any such marketing materials in which the Customer is referenced. Notwithstanding the foregoing, Denovo will request written permission from Customer to use Customer's name, logo, trademarks, and service marks on Denovo's website or in media releases.

16. ***Law and Regulation.*** Each Party shall be responsible for obeying Laws applicable to its business, including, without limitation, data privacy, intellectual property, employment, and tax laws.

17. ***Change Order Process.*** A Change Order Request is the method by which either Party may communicate and eventually effectuate Changes to the Services outlined in the applicable SO or SOW. The Customer or Denovo may request Changes by initiating the Change Order process. To initiate the Change Order process, the Party requesting the Change must fill out the then-current Change Order Request form and submit it to the appropriate project leader of the other Party. The Change Order Request must at a minimum describe the requested Change in sufficient detail for Customer and Denovo to make a reasonable assessment of the request.

    a. The Customer and Denovo will review the CO promptly and follow up with each other as necessary for further clarification or to discuss the impact that the Change will have on the Services, deliverables, implementation schedule, Service Levels, terms and conditions, Fees, and other provisions of the Agreement. A CO will not be effective, nor will a Change be implemented unless the CO is executed by duly authorized representatives from both Customer and Denovo.

    b. Upon mutual acceptance of the CO, it becomes part of the entire Agreement between Denovo and Customer with respect to the subject matter thereof.

    c. Each Party will be responsible for all costs and expenses incurred by it in participation of the CO process unless otherwise agreed in writing. The failure of either Party to insist upon strict performance of the CO process for every Change shall not constitute a waiver of its rights as set forth in the Agreement, at law or equity.

17. ***Miscellaneous.***

    a. ***Modification.*** The Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the Parties to the Agreement which specifically states that it amends the Agreement.

b. ***Waiver.*** The failure of either Party to insist upon strict performance of any of the provisions contained in the Agreement shall not constitute a waiver of its rights as set forth in the Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party.

c. ***Survival.*** The provisions of Sections 1, 2, 4, 6(c), 8, 9, 10, 11, 13, 15, and 17 shall survive, notwithstanding the termination or invalidity of the Agreement for any reason.

d. ***Entire Agreement.*** The Agreement, including, without limitation, any addenda, exhibits, attachments, supplements, SOs, SOWs, Change Orders and schedules, constitutes the entire agreement between Denovo and the Customer with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the Agreement.

e. ***Force Majeure.*** Except for payment of money, neither Party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts, or omissions of the other Party or third parties, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

f. ***Notices.*** Wherever under the Agreement one Party is required or permitted to give notice to the other Party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier, sent by certified mail (return receipt requested), or sent by email. Any such notice shall be deemed given when actually received and shall be addressed as follows:

If to Customer:	If to Denovo:
Attention: Edward J. Duran; ITT EAS/EUS Manager Email: ejduran@santafenm.gov City of Santa Fe ITT 200 Lincoln AVE Santa Fe, NM 87501	Attention: Legal Department Email: legal-notices@denovo-us.com Denovo Ventures, LLC. 371 Centennial Parkway Suite 200 Louisville, CO 80027 **With a copy to:** Attention: Andrew Roberts Email: andrew@sloanandroberts.com Sloan & Roberts, PLLC 5151 Belt Line Road, Suite 1050 Dallas, Texas 75254-6738 Phone: 214-987-6070 Fax: 214-987-6071

Either Party may change its address for notices upon giving written notice of the change to the other Party in the manner provided above.

g. ***No Third-Party Beneficiaries.*** Nothing contained in the Agreement is intended to confer upon any person (other than the Parties hereto, , and any subcontractors expressly mentioned elsewhere in the Agreement) any rights, benefits or remedies of any kind or character whatsoever, and, except as otherwise specifically stated herein, no person shall be deemed a third-party beneficiary under or by reason of the Agreement.

h. ***Counterparts.*** The Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart. A facsimile or other electronic copy of a signature on the Agreement shall be acceptable as and deemed to be an original signature.

i. ***Severability.*** If any term or condition of the Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of the Agreement are declared severable.

j. ***Governing Law; Jurisdiction.*** The Agreement shall be governed by, and construed in accordance with, the laws of the State of New Mexico (without giving effect to the choice of law principles thereof). To the extent any claim or dispute is not required to be submitted to binding arbitration under the terms of the Agreement, each Party hereby irrevocably consents and waives any objection to the personal jurisdiction and venue of the state and federal courts for the City and County of Santa Fe, New Mexico.

k. ***Legal Representation and Construction of Agreement.*** The Parties acknowledge that the Agreement was prepared by counsel for Denovo. The Parties have had the opportunity to retain their own independent legal and financial counsel with respect to the negotiation of the Agreement. They have independently, separately, and freely negotiated each and every provision of the Agreement as if all Parties drafted it, and therefore, waive any statutory or common-law presumption that would serve to have this document construed in favor of, or against, any Party.

l. Addendum. The terms and conditions attached as Addendum "A" are incorporated by reference, as if fully set forth in this Agreement.

IN WITNESS WHEREOF, Denovo and Customer have executed this Master Services Agreement as of the last date set forth below.

City of Santa Fe

By: _____

Name: Alan Webber

Title: Mayor

Date: Oct 3, 2023

DENOVO VENTURES, LLC

By: DocuSigned by: David MacGrandle

Name: David MacGrandle

Title: Chief Financial Officer

Date: 9/1/2023

Denovo

City of Santa Fe ADDENDUM

This Addendum is incorporated into the Master Services Agreement between DENOVO (DENOVO) and the CITY OF SANTA FE (CITY).

1. TERMINATION

This Agreement may be terminated by CUSTOMER upon 30 days written notice to the DENOVO in accordance with the terms of the Appropriations section below.

2. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CUSTOMER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. CUSTOMER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

3. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by CUSTOMER, this Agreement shall terminate upon written notice being given by CUSTOMER to DENOVO. The CUSTOMER's decision as to whether sufficient appropriations are available shall be accepted by DENOVO and shall be final.

4. RELEASE

DENOVO, upon acceptance of final payment of the amount due under this Agreement, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. DENOVO agrees not to purport to bind CUSTOMER to any obligation not assumed herein by CUSTOMER unless DENOVO has express written authority to do so, and then only within the strict limits of that authority.

Signature Lines required:

City of Santa Fe:

Alan Webber, Mayor

Date: Oct 3, 2023

DENOVO:

DocuSigned by:
David MacGrandle
3333F72E6DE74D7...

David MacGrandle, CFO

Date: 9/1 /2023

Attest:

Geralyn Cardenas (Oct 3, 2023 13:45 MDT)

Kristine Bustos Mihelcic, City Clerk XIV

GB MTG 09/27/2023

City Attorney's Office:

Marcos Martinez

Marcos Martinez (Aug 30, 2023 16:22 MDT)

Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster

Emily K. Oster (Oct 3, 2023 12:22 MDT)

Emily Oster, Finance Director

Denovo

SERVICE ORDER 001
Cloud Managed Application Services

Customer:	City of Santa Fe	**Contact:**	Edward J Duran
Address:	200 Lincoln Ave	**Phone Number:**	858-914-1934
City, State, Zip:	Santa Fe, New Mexico 87501	**Email Address:**	ejduran@santafenm.gov
MSA Referenced:	September 1, 2023	**Initial Term:**	48 Months
Effective Date:	10/1/2023	**Successive Term:**	Not Applicable
Pricing Valid Through:	09/30/2023		

This Service Order ("SO") is by and between Denovo Ventures, LLC. ("Denovo") and City of Santa Fe ("Customer" or "Client") (each a "Party" and collectively the "Parties") and is subject to the terms and conditions of the Master Services Agreement ("MSA") referenced above that has been executed by the Parties.

The Initial Term will begin on October 1st, 2023.

1. ***Service Entitlements***

   a. The Customer Applications and Service Descriptions are defined in Exhibit A. Specific Customer service selections and service units are set forth in the Attachments to Exhibit A. For the avoidance of doubt, if not expressly set forth in the Attachments to this Service Order as being provided by Denovo, Denovo is not obligated to provide such Services.

   b. Denovo's Standard Operating Processes, Service Level Agreements, Service Level Credits, and Other Terms are defined in Exhibit B.

   c. Denovo's Implementation and Onboarding Plan is provided in Exhibit C.

2. ***Service Fees and Pricing***

   a. The one-time Provisioning Fee of twenty-nine thousand seven hundred dollars ($29,700.00) is payable upon execution of this SO as consideration for Denovo providing the service resources and configuring the tenancy services for Customer as needed to establish Customer's Cloud Services environment.

   b. The minimum monthly Service Fee is: for the months of October 2023 and November 2023, fourteen thousand, three hundred sixty three dollars ($14,363), and (ii) for the months of December2023 through June 2027, twenty five thousand five hundred twenty-six dollars ($25,526.00).The minimum Monthly Service Fee is payable quarterly in advance during the Initial Term and any Successive Term, beginning October 1, 2023 and includes charges for the entitlements set forth herein. Any additional monthly Service Fees specified apply, respectively, on a monthly basis, to any usage for that month above those included entitlements.

   c. The minimum monthly Service Fee includes all of the Entitlements set forth in Attachment A including the initial Entitlement for Enhancement Services.

   d. A one-time Relicensing Fee of thirty-seven thousand seven hundred seven dollars and seventy-seven cents ($37,707.77) is payable upon execution of the Service Order. This Relicensing Fee will be waived if Customer executes this SO by September 30, 2023.

e. Customer will: (i) reimburse Denovo for all shipping, printing, copying, and other incidental services reasonably incurred by Denovo in providing the Services requested by Customer at cost; and (ii) pay Denovo, at agreed rates, for other additional expenses and services, including, but not limited to, travel (which shall be reimbursed based on Denovo's Travel Policy), hourly additional support or consulting services, remedy of Customer procedural use errors, additional telecommunications carrier charges provided by Denovo, all as may be agreed in advance by the Customer and Denovo ("Other Charges") and in accordance with the MSA. Other Charges shall be payable monthly, in arrears.

f. All Application Service Fee prices shall increase annually as of each anniversary of the Effective Date by the percentage increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U. S. Department of Labor for U.S., for All Items with Base Years 1982-84=100 (the "CPI-U Index") over each such annual period. Those annual increases will be measured from the month for which the most recent index results are published at the time of adjustment.

g. At the conclusion of the Initial Term, Customer may, at its sole discretion (i) convert the Services to a ten (10) named user, read-only, archive environment, or (ii) renew this SO for a Successive Term at the then current minimum Monthly Service Fees; or (iii) terminate this SO. Options (i) and (ii) above require sixty (60) days' advance notice to Denovo, which shall be given through email or other written means. Should Customer elect to convert the Services under option (i) above, the archive environment, the minimum monthly Service Fee price shall be seven thousand four hundred fifty dollars ($7,450.00) per month which may have been adjusted from time to time as contemplated by the Agreement.

3. *Total Compensation*

The table below outlines the total compensation for Customer fiscal periods excluding GRT.

Description	FY24	FY25	FY26	FY27	Total
	Oct 2023 - June 2024	July 2024 - June 2025	July 2025 - June 2026	July 2026 - June 2027	
Onboarding Fees	$29,700	$0	$0	$0	$29,700
Monthly Service Fees	$207,408	$306,312	$306,312	$306,312	$1,126,344
Grand Total	**$ 237,108**	**$ 306,312**	**$ 306,312**	**$ 306,312**	**$1,156,044**

TOTAL COMPENSATION:

October 1, 2023 City of Santa Fe (FY24): $29,700.00 Implementation Fee
October and November 2023 (FY24): $14,363.00
December 2023 through June 2027 (FY24): $25,526.00
City of Santa Fe (FY24): $207,408 Nine Month Total
October through June, 2023 City of Santa Fe (FY24): $28,800.00 Monthly Service ($3,200/Month)
October 1, 2023 City of Santa Fe (FY24): $37,707.77 Waived if Signed by September 30, 2023

Total Compensation October 1, 2023, FY24: $305,797.00
Waived Fee on Licensing if Signed by September 30, 2023: ($37,707.77)

TOTAL FY24 COMPENSATION: $343,504.77 Excluding GRT

Compensation Year 2
July 1, 2024 City of Santa Fe (FY25): $306,312.00
July 1, 2024 City of Santa FE (FY25): $38,400.00

Denovo

TOTAL FY25 COMPENSATION: $344,712.00 Excluding GRT

Compensation Year 3
July 1, 2025 City of Santa Fe (FY26): $306,312.00
July 1, 2025 City of Santa FE (FY26): $38,400.00

TOTAL FY26 COMPENSATION: $344,712.00 Excluding GRT

Compensation Year 4
July 1, 2026 City of Santa Fe (FY27): $306,312.00
July 1, 2026 City of Santa FE (FY27): $38,400.00

TOTAL FY27 COMPENSATION: $344,712.00 Excluding GRT

Total compensation four-year term not to exceed: $1,377,640.77 Excluding GRT

IN WITNESS WHEREOF, Denovo and Customer have executed this SO as of the date set forth above.

City of Sante Fe By:	**DENOVO VENTURES, LLC** DocuSigned by: By: David MacGrandle
Name:	Name: David MacGrandle
Title:	Title: Chief Financial Officer
Date:	Date: 9/1/2023

Exhibit A
Service Description

1. ***Service Description***

Denovo will provide Customer with the Services as set forth in this SO. The Services are solely for use in accordance with the MSA by those persons identified by Customer who are authorized to use the Services ("Named Users"), in return for the consideration specified. Applicable limitations to the selected Services entitlements are set forth in the Attachments to this Service Description. For the avoidance of doubt, if not expressly set forth in the Service Entitlements or the Attachments to this Service Description as being provided, Denovo is not obligated to provide such Services.

1.1 Cloud Services.

i. Denovo will provide remote access to compute services, system software, communications, network services, and data storage such that Customer may perform their business operations using service resources described in this Service Description (the "Application" or the "Applications"). Except as otherwise indicated on those Attachments, Customer is responsible for licensing the Applications and supplying them to Denovo to be used in the provision of the Services.

ii. Denovo will select, provide, provision, and operate the computing hardware, system software, data storage, and other resources needed to make the Applications available to Customer at facilities selected and provisioned by Denovo (the "Cloud Service Resources"). Applicable limitations to the Cloud Services entitlements are set forth in the Attachments to this Service Description. Usage in excess of such entitlements will be provided at those fees for the applicable Cloud Service Resources which shall be specified in the Attachments to this Service Description.

iii. Denovo will be responsible for procuring and administering maintenance for the Cloud Service Resources. Changes made to products or release levels used in the Cloud Services will be completed in accordance with Denovo Change Enablement Services (defined herein).

1.2 Operations Services.

i. Denovo will operate the Cloud Service Resources at all times and on all days. The Applications supported by those Cloud Services Resources will be scheduled to be available to Customer at all times, except for when system maintenance may be conducted within the Maintenance Services Period (defined below). Customer's ability to access the Applications will be monitored continuously, with the exception of any "Maintenance Time".

ii. Denovo will perform Operations Services at all times and on all days. Operations Services consist of: (i) remedial and preventative maintenance of the Cloud Service Resources designed to minimize the occurrence and duration of any service degradation or interruption; (ii) responding to alerts generated by monitoring and surveillance, (iii) responding to service desk cases submitted by any Named User regarding problems with the Cloud Services Resources or problems completing tasks which previously completed successfully, and (iv) responding to Customer service requests.

iii. As part of its Operations Services, Denovo will review and manage the Applications at all times, on all days to maintain the configuration, integration, availability, performance, and stability of the Applications. Denovo shall provide incident resolution for performance problems, operations issues, and errors. These Services may also include (i) incident management, (ii) maintenance acitivities, (iii) monitoring, (iv) performance management, (v) code refreshes and data copies, and (vi) operations reporting.

iv. Denovo Operations Services includes the implementation of vendor-provided modifications and remedial "Patches" to address reported or discovered functionality problems. Denovo implements Patches in accordance with its Change Enablement Services in a commercially reasonable timeframe following its receipt of those Patches. Customer is responsible for separately procuring vendor-provided maintenance of the Customer provided Applications under terms permitting Denovo to request, receive, and administer that maintenance on Customer's behalf.

v. When authorized and enabled by Customer, and with Customer's assistance as may reasonably be required, Denovo will escalate Application software issues to the software provider and will manage thoses issues through resolution.

1.3 Database Support Services.

i. Denovo will install, configure, manage, and monitor relational databases, including those database administration tasks required to ensure the database fully meets the requirements of the Operations Services. Denovo will manage the physical database schema, structure, data definition, and database objects.

ii. Denovo will be responsible for administering maintenance as required to support the Database Operations Services. Changes made to products or release levels used in the Database Operations Services such as applying database patches, creating new instances, and stopping and starting database services will be completed in accordance with Denovo Change Enablement Services (defined herein).

1.4 Customer Support Services.

i. Customer will designate at least one (1) Service Coordinator. The Service Coordinator will designate those Customer personnel who are to be Authorized Contacts for the Customer Support Services. The Service Coordinator will promptly update designations for changes in the Authorized Contacts or to the extent of their access. Denovo will complete the following actions promptly, when properly requested by the Service Coordinator: (i) additions, deletions, or changes to Customer's list of "Authorized Contacts" (as defined above) and (ii) declarations of "Critical Processing Periods" (as defined below).

ii. Denovo will provide a Service Desk service staffed at all times and on all days. Denovo will receive and address all incident reports, service requests, and other adminstrative matters submitted to the Service Desk through accordance with the Service Level Targets.

1.5 Data Storage and Protection Services.

i. As set forth in this Service Description and its attachments Denovo will make available to Client appropriate data storage on which to store and maintain Applications data for use with the Applications.

ii. Denovo will create and manage backup copies of Applications data and software used in the Services in accordance with Denovo data backup and protection procedures associated with each Client workload. Data Storage and Protection Services include the offsite storage of backup copies of Applications data.

iii. Backup and data protection processes shall be conducted as to not impact the performance or processing of the Applications, or at a time mutually agreed upon by the Parties. Any applicable limitations to the Service Resources entitlements are set forth in the Attachments to this Service Description.

1.6 Security Services.

i. As set forth in this Service Description and its attachments Denovo will provide managed information security services. Denovo will provide the security tools, personnel, practices and policies to manage security.

a. Provide security services focused on prevention, mitigation, and recovery.
b. Manage perimeter / network security, firewall systems, and network intrusion detection systems.
c. Provide and manage vulnerability scanning of server instances and critical perimeter infrastructure including firewalls, routers, proxy and load balancers per Denovo standard operating procedures.
d. Provide host-based intrusion prevention and detection for internet facing server instances.
e. Provide and manage system anti-virus and malicious code prevention for all Microsoft Windows server instances.
f. Provide and manage host-based intrusion prevention and intrusion detection for all Linux / Unix server instances.
g. Provide and manage internal vulnerability scanning of server instances per Denovo standard operating procedures. Vulnerability scanning is performed continuously, consistent with the capabilities of the chosen service.
h. Provide security monitoring and continuous improvement using security related logs from firewalls, routers, intrusion detection, logs, and events.

1.7 Change Enablement Services.

i. Denovo will follow its defined Change Enablement Process in completing changes to the Services. This may include changes to products or release levels used in the Services. This may also include installing and implementing Application Patches ("Change Management Services").

ii. The Change Enablement Process will in include, at a minimum: (i) advance notification to the Service Coordinator of the change to be conducted, its work steps and expected timetable; (ii) preparation of a written change management plan which identifies the specific change, the Services components affected by the change, Denovo and Customer testing steps, a risk assessment, a recovery or back-out plan to include risk mitigation measures, (iii) submission of the change management plan to the Denovo Change Approval Board for approval prior to implementation; (iv) testing of changes in non-production environments or, if not practical, during time periods as approved by Customer; (v) coordination of the implementation of the change with the Service Coordinator; (vi) verification of the successful completion of the change with the Service Coordinator; and (vii) posting the results of the change to Denovo service management systems.

1.8 Maintenance Services.

i. Denovo will use its commercially reasonable and diligent efforts to perform maintenance on the Applications during the hours and days agreed to by Customer and set forth in this Service Description and its Attachments (the "Maintenance Services Period"). Denovo will notify Customer in accordance with its Change Enablement Services and then perform the specified maintenance on the Applications ("Maintenance Time").

ii. Denovo will provide advance notice of its planned activities during the Maintenance Services Period through its customer support procedures. Customer will be notified of the complete of the Maintenance Services by Denovo after those Applications used by the Customer have successfully completed validation and testing.

1.9 Functional Support Services

i. Functional Support Services consist of responding to Customer issues and questions regarding the functioning and use of the Applications and Cloud Services as submitted by Customer's "Authorized Contacts". The Service does not include the development or implementation of new functionality, new business locations, new business units, or new reports, programs, or objects.

ii. Denovo will provide the Functional Support Services through its Service Center ("SC") from 6:00 AM to 6:00 PM, Mountain Standard Time, Monday through Friday (the "Functional Support Hours"). The Service Coordinator (defined below) will provide Denovo with the names of up to five (5) Customer employees who have a substantial level of functional and procedural knowledge regarding Customer's use of the Applications. Functional Support Services are not provided on Denovo's holidays (which will not number more than ten (10) per calendar year).

iii. Denovo will complete the following actions promptly, when properly requested by the Service Coordinator: (i) additions, deletions, or changes to Customer's list of "Authorized Contacts" (as defined above) and (ii) declarations of "Critical Processing Periods" (as defined below).

iv. Critical Processing Periods. When notified by Client of occasions where Client is engaged in using the Services for critical business processes involving special efforts by Client including, but not limited to, such matters as acquisition activities, special payroll periods, fiscal year closes ("Critical Processing Periods"), Denovo will: (i) notify its operations and support personnel of those special efforts; (ii) avoid maintenance and downtime during that Critical Processing Period; and (iii) accelerate the response to incidents and service requests arising during that Critical Processing Period. The efforts of Denovo are subject to the availability of resources and Denovo's need to staff appropriately for its business generally. Client will promptly notify Denovo once the need for a Critical Processing Period is identified. Denovo reasonably expects Client to provide five (5) business days' notice in advance of a Critical Processing Period and expects that a Critical Processing Period shall not be more than forty-eight (48) hours in duration. Client will identify Critical Processing Periods only for events outside of typical, day-to-day performance of Client's work. Client is entitled to four (4) Critical Processing Periods per year.

1.10 Lifecycle Management Services.

i. Application Lifecycle Management Services consist of applying Technical Upgrades and Application Upgrades including database and operating system updates as required for the Applications. The request for such Services will be submitted by Customer's "Authorized Contacts"). These Services are scheduled based on availability. Typically, these Services must be scheduled sixty (60) days in advance.

ii. Denovo will perform "Technical Upgrades" consisting of new run time services (e.g., tools, environments) releases or versions of the run time services or supporting software issued by the vendor of that Application as part of its maintenance offering, typically indicated by a change in the numeric identifier of that run time services software. Denovo will apply Technical Upgrades in accordance with the Change Enablement Section of this Service Description. Customer is responsible for separately procuring vendor-provided maintenance of the Applications to be supplied by it under terms permitting Denovo to receive and administer that vendor-provided maintenance on Customer's behalf.

iii. Application Upgrades. Denovo will perform "Application Upgrades" consisting of functional programs (e.g., general ledger, payroll) releases or versions of the Application functional software issued by the vendor of that Application as part of its maintenance offering, typically indicated by a change in the numeric identifier of that Application software. Denovo will apply Application Upgrades in accordance with the Change Management Section of this Service Description.

Denovo Confidential Information – Subject to Non Disclosure

iv. Customer is responsible for separately procuring vendor-provided maintenance of the Applications to be supplied by it under terms permitting Denovo to receive and administer that vendor-provided maintenance on Customer's behalf. Denovo is responsible for procuring and administering vendor-provided maintenance for any Applications to be supplied by Denovo.

v. Notwithstanding anything to the contrary contained herein or otherwise, Denovo will not be required to provide Customer with Lifecycle Management Services as provided in this Agreement if there are less than six (6) months remaining in the then current Term.

vi. The Service includes the project management, application technical (e.g., JD Edwards CNC, and at a minimum application net change training, and support for issues resolution. The Service may include application testing support and development retrofit support. If these Services are included, they will be defined in the Entitlements.

1.11 Disaster Recovery Services.

i. Disaster Recovery Services are invoked when an unplanned event or condition renders Denovo unable to provide the Cloud Services. Disaster Recovery Services provide for restoration of the Services as set forth in this Service Description through an encrypted network connection. The Recovery Time Objective ("RTO") defines the target amount of time that the Applications remain unavailable. The Recovery Point Objective ("RPO") represents the target point in time, prior to a Contingency Event, to which data can be recovered.

ii. Denovo will provide Disaster Recovery Services for the then current version of the Applications, excluding any elements that were in development or testing. In addition to the other services specified in this SOW, Disaster Recovery Services include monitoring and management of the target environment to include data replication management, synchronization management, audit reports, data latency and performance management, and internal testing and validation checks.

iii. With Client or in conjunction with other Clients, Denovo will schedule and conduct one (1) test per year of the Disaster Recovery Services. This will include the execution of failover if requested by Client, assist Client with validation of solution to include application functionality, record counts, etc., creation and management of Disaster Recovery Plan.

1.12 Enhancement Services.

i. Enhancement Services consist of assisting Customer with the implementation or use of functionality, application development, consulting services, and technology services for the Applications. The request for such Services will be submitted by Customer's Service Coordinator(s) or an Authorized Contact.

ii. Enhancement Services are based on Customer's commitment to consume the Service Entitlement during each calendar quarter (the "Quarterly Period"). Customer and Denovo shall use their commercially reasonable and diligent efforts to request and perform the services accordingly.

iii. Services consumed in excess of those entitled during any Quarterly Period Customer will be billed at the hourly rate defined Attachment 1 to this Service Description.

iv. Denovo shall provide a quarterly summary of Service Entitlements and the consumption of those Service Entitlements (the "Quarterly Report"). Each quarterly report shall include a summary of the items which consumed the Application Enhancement Services. This summary shall be provided to Customer promptly, through email or other written means.

1.13 Service Management.

i. Run Book. Denovo will create process documentation and procedures for the Services (the "Run Book"). These procedures will be reviewed periodically, or upon the mutual written agreement of the parties, and may be updated throughout them.

   a. The Run Book shall include, but is not limited to:

      1) Operational communication and process between Customer and Denovo teams.
      2) Customer support procedures to include reporting, escalation, and contact information.
      3) Key support roles to include Service Coordinators and Authorized Callers.
      4) Service Desk logging, ticketing, management, and reporting.
      5) Change Enablement communication and coordination.
      6) Data protection, backup, and restoration procedures.

   b. The parties agree that the Run Book will be materially complete ninety (90) days after the 'go live' or conversion to Denovo production services.

ii. Service Reviews. Customer and Denovo shall meet periodically at a manager or higher level to review matters related to their relationship and this Service Description ("Service Reviews").

   a. Service Reviews shall include, but are not limited to:

      1) Executive stakeholder alignment, performance review, and Customer goals review.
      2) Application and platform service availability.
      3) Activities review to include incident trends and service request trends.
      4) Professional services resources open projects.
      5) Recommendations for improvements in the delivery and use of the Services.
      6) Service Fees and charges.
      7) Pending renewal decisions.

   b. Unless waived at the sole discretion of Customer as indicated through email or other written means, the parties agree that the Service Reviews will be begin ninety (90) days after the 'go live' or conversion to Denovo production services.

1.14 End User Services.

i. Denovo will provide workstation and / or desktop management, monitoring, patching, and imaging as may reasonably be required for Customer's business purposes.

ii. Incidents and service requests related to these workstation / desktop services shall be accessed through the SDaaS functions defined herein.

iii. Customer and Denovo will proceed in good faith to define the catalog of services and the required response time for each service catalog item (e.g., reimaging a desktop or workstation).

iv. The Services include but are not limited to:

   a. Address Customer requests for installation, configuration, test, maintenance of workstation / desktop hardware and software components.

   b. Analyze and troubleshoot Customer workstation / desktop hardware and software problems.

c. Perform root cause analysis of equipment problems and provide effective diagnosis.

d. Respond to Customer requests in a timely and accurate manner

e. Maintain documentation of Customer standards, issues, and appropriate resolutions.

f. Provide support to Customer in system upgrades, installing workstations, and other office automation tools. On site activities shall generally be accomplished through the provision of Customer personnel as "remote hands".

g. Escalate complex issues to appropriate teams for resolution.

v. Patching is assumed to be done using automated tools and utilities.

vi. Monitoring of workstations and desktop computers includes basic device health and hygiene, including monitoring the presence and currency of endpoint detection software and services.

1.15 Network Managed Services (WAN).

i. Denovo will provide support for Customer wide area network, including Customer on premise equipment that directly enables that wide area network, including monitoring, patching, and updating as may reasonably be required for Customer's business purposes.

ii. Incidents and service requests related to these wide area network managed services shall be accessed through the SDaaS functions defined herein.

iii. Customer and Denovo will proceed in good faith to define the catalog of services and the required response time for each service catalog item (e.g., modifying a firewall rule).

iv. The Services include but are not limited to:

a. Address Customer requests for installation, configuration, test, maintenance of wide area network hardware and software components.

b. Analyze and troubleshoot Customer wide area network hardware and software problems.

c. Perform root cause analysis of equipment problems and provide effective diagnosis.

d. Respond to Customer requests in a timely and accurate manner

e. Maintain documentation of Customer standards, issues, and appropriate resolutions.

f. Provide support to Customer in wide area network upgrades, installing hardware, and other network management tools and utilities. On site requirements shall generally be accomplished through the provision of Customer personnel as "remote hands".

g. Escalate complex issues to appropriate teams for resolution.

v. Monitoring of wide area network devices includes basic device health and hygiene, including monitoring the critical capabilities of the devices.

vi. Operations Services for Microsoft Office 365 and telephone / public branch exchange (PBX) support are included on End User Support Services.

1.16 Service Desk Services.

i. From its Service Desk or Customer Support Center, staffed on all days, at all times Denovo will:

   a. Respond to incidents and service requests.

   b. Develop with Customer response and escalation criteria based on the ITIL framework and Customer's assessment or designation of Customer impact and urgency.'

   c. Appropriately perform incident management activities consistent with the processes and procedures agreed to by the parties.

   d. Follow operator instructions as provided by Customer to remediate alerts and incidents.

   e. Escalate incidents to Customer personnel consistent with an escalation matrix published by Customer and updated from time-to-time.

ii. The services included in this Section 2.15 constitute the Service Desk Services ("SDaaS"). For the avoidance of doubt the SDaaS Services are applicable to all entitlements that are elected by Customer and to which Customer is entitled in this SO.

Denovo Confidential Information – Subject to Non Disclosure

Denovo

Exhibit B
Standard Operating Procedures / Service Levels / Other Terms

Denovo's Standard Operating Procedures, Service Level Agreements, and Service Level Credits are defined below.

1. ***Customer Support Procedures***

   i. Authorized Customer users will communicate issues via phone or Customer Care Portal to the Service Desk by creating (or causing to be created) a support case. Each support case will be assigned a ticket number for tracking.

   ii. At the time Denovo accepts a support case, Denovo will record an initial severity level of the support case based on the severity definitions included in the table below. Customer may reasonably increase the priority of incidents and service requests based on its assessment and explanation of the impact and urgency of those incidents and service requests.

   iii. If, during the service process, the support case no longer warrants the severity level currently assigned based on its current impact on the production systems, then the severity level will be adjusted to the severity level that most appropriately reflects its current impact.

   iv. Customers shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact and urgency to business processing on the production systems. Customer acknowledges that Denovo is not responsible for any failure to meet performance standards caused by Customer's intentional misuse or misassignment of severity level designations.

   v. Denovo personnel receiving the support case will communicate with the Customer promptly upon receipt that they have been assigned the Service ticket and are engaged to respond to and resolve the issue. This may result in the exchange of dialog / emails to further understand the issue. The support case will be worked according to Customer support tiers described below.

   vi. Once a support case is resolved, it will be documented in the Denovo service desk and communicated to the individual who requested the support case. Customer will promptly use its reasonable efforts to confirm that the service case is resolved and, as appropriate, indicate to Denovo that the service case may be closed.

2. ***Service Level Agreement (SLA) – Service Desk Response and Resolution Target***

   i. Service Desk Services. The following Service Level Targets apply with respect to the following types of Service Desk Cases affecting Production Services, provided that the inability to access or use is not caused by a software failure or malfunctions or events which are outside Denovo's Immediate Control (as defined below):

Issue Definition	Priority	Service Level Targets
The inability for a majority of the Named Users to access or use one (1) or more of the Applications through the Services for a period longer than five (5) consecutive minutes due to the failure of a service resource or component not caused by Customer's unauthorized or improper use. Customer and Denovo will participate in discussions regarding the cause and effect of each such incident to identify appropriate preventative, risk mitigation, and similar responsive measures.	Priority One (1)	Denovo (i) will respond to Customer within fifteen (15) minutes after Customer reports a Priority One (1) incident and (ii) will target resolution of the Priority One (1) incident within two (2) hours following that report.
The inability of more than one (1) Named User to access or use one (1) or more of the Applications through the Services for a period longer than five (5) consecutive minutes due to the failure of a service resource or component not caused by Customer's unauthorized or improper use or (ii) existing Application functionality does not operate properly for a critical Customer business function due to the failure of a service resource or component not caused by Customer's unauthorized or improper use.	Priority Two (2)	Denovo (i) will respond to Customer within one (1) hour after Customer duly reports a Priority Two (2) incident and (ii) will target resolution of the Priority Two (2) incident within eight (8) hours following that report.
The verified occurrence in which Service response time is slow, accessibility is materially restricted for a period longer than five (5) consecutive minutes, or existing Application functionality does not operate properly due to the failure of a service resource or component not caused by Customer's unauthorized or improper use.	Priority Three (3)	Denovo (i) will respond to Customer within twelve (12) hours after Customer reports a Priority Three (3) incident and (ii) target resolution of the Priority Three (3) incident within twenty four (24) hours following that report.
A request for functional assistance with an application (subject to Customer entitlements), or other requests related to the performance of the Services by Denovo, excluding administrative requests.	Priority Four (4)	Denovo (i) will respond to Customer within twenty-four (24) hours after Customer reports a Priority Four (4) incident and (ii) will target resolution of the Priority Four (4) incident within forty-eight (48) hours following that report.

ii. Service Desk Priority is based on Customer's good faith assessment of impact and urgency in accordance with the Issue Definition in the table above.

iii. All service requests will be entered as a Priority Four (4) and will be subject to Denovo scheduling the Service. Administrative requests will be responded to promptly by Denovo.

3. *Service Level Agreement (SLA) – Cloud Application and Platform Services*

For Cloud Services in Denovo Private Cloud the following Service Levels will apply.

i. Commencing at the conversion or 'go live' date (defined as the date Customer accepts the Services and those Services are materially used by Customer in production business operations) and provided that Customer remains in compliance with the terms and conditions of the Agreement, Denovo will provide Customer with the Services in adherence with the Service Level Targets and procedures set forth herein.

ii. Commencing at Denovo's activation of the Customer's environment but excluding any time during which the Services or any Services Resources are not available for Maintenance Services, Denovo will make available the Service(s) described in this service Description, ninety-nine and one-half percent (99.5%) or greater, of the time in any calendar month during the Term of this Service Description ("Service Availability").

iii. Service Availability is calculated as the total number of minutes in the calendar month less the total number of minutes that the Applications are not available in that month, divided by the total number of minutes in the calendar month. For the absence of doubt this is:

$$\frac{\text{Total Minutes in Month} - \text{Minutes Not Available}}{\text{Total Minutes in Month}}$$

iii. The availability of the Services will be measured by commercially available and Denovo developed monitoring tools and utilities. This may include the ability to use the Services as required by the Applications including sample Applications transactions within the Services.

iv. Specifically excluded from the number of minutes that the Applications are not available are (i) planned interruptions to the Services including Maintenance Time, (ii) reasons of Force Majeure (as defined in the MSA), (iii) items outside Denovo's Immediate Control (as defined below); (iii) time associated with any misuse of the Services by Client or its authorized third parties, or (iv) time associated with a service interruption caused by an external security threat.

v. "Service Availability" will incorporate and apply only to those resources, items, or events in Denovo's Immediate Control. Immediate Control is defined as Denovo's network services to the Internet Service Provider ("ISP") circuit termination in Denovo's Cloud Services. Immediate Control excludes:

a. Customer's data and content.
b. Customer's desktop computer hardware.
c. Customer's network services which allow the Customer to access the Services.
d. the delivery, performance, and functionality of Applications software, support, and services provided by third party and Application software licensors.

vii. Any periods of service interruption initiated by Denovo at the request or direction of Customer that require the Services to be temporarily unavailable are excluded from the calculation of the Service Availability.

viii. Following the end of each calendar month, Denovo measures the Service Availability for the preceding month as defined in this SOW. Denovo will provide Client with access to this information promptly, through our customer portal.

ix. This portal will provide metrics on system availability for the Services purchased under this Service Description. Upon the Customers reasonable request, Customer will have the right to receive (i) reasonably detailed existing Denovo Service Level reports and measurement data from Denovo, and (ii) additional Service Level data and reports, such as the Customer may define and Denovo may have available.

4. Service Level Credits

In the event of a failure by Denovo to meet the Service Levels Service Description at Customer's request, Denovo shall provide Service Level Credits as follows:

i. First (1st) month of missed Service Availability: One (1) day's Service Fees for the applicable month for the affected Service.
ii. Second (2nd) consecutive month of missed Service Availability: Two (2) days' Service Fees for the applicable month for the affected Service.
iii. Third (3rd) consecutive month of missed Service Availability: Three (3) days' Service Fees for the applicable month for the affected Service.

iv. Fourth (4th) consecutive month of missed Service Availability: Four (4) days' Service Fees for the applicable month for the affected Service.

v. Fifth (5th) consecutive month of missed Service Availability: Five (5) days' Service Fees for the applicable month for the affected Service.

vi. Sixth (6th) consecutive month of missed Service Availability: Six (6) days' Service Fees for the applicable month for the affected Service.

To receive a Service Level Credit Customer must request that credit in writing to Denovo Customer Support within thirty (30) days after the occurrence of the failure to meet the Service Level Target. Valid Service Level credit requests will be applied to the Customer's next monthly invoice or, if timely requested after all invoices to become due hereunder have been paid, will be refunded by Denovo to Customer within thirty (30) days after receiving that valid request.

5. Other Terms

i. Any Change implemented by Customer that could affect the performance of Denovo's tools (i.e., management, monitoring, etc.) or Denovo's ability to monitor/manage/support the environment must be agreed to by both parties, in writing, prior to implementation.

ii. Customer shall advise Denovo of applicable regulatory requirements or obligations which may affect Denovo's provision of the Services.

iii. Denovo is not responsible for any interruption of the Services caused by other activities Customer directs, denial of Service attacks, national or worldwide incidents of computer viruses, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Denovo's other vendors), and other force majeure items as set forth in the Agreement provided that Denovo utilizes commercially reasonable efforts under the circumstances to minimize the impact of the force majeure event on the Customer.

iv. Customer will not use, or permit use of, the Services in a manner, which is (i) illegal; (ii) infringes the patent, copyright, trademark, confidential information, or intellectual property rights of a third party; or (iii) violates general standards of behavior on the Internet, collectively "Service Misuse". Customer shall be responsible for any such Service Misuse and indemnify Denovo, its employees, affiliates, agents, licensors, suppliers, and subcontractors against any liabilities arising from or relating to any such Service Misuse.

v. Customer's system will have potential security vulnerabilities, even with the Services, including, but not limited to, the vulnerability of Customer's network or systems to (i) access by persons within Customer's organization which exceeds the authority granted to such persons; (ii) snooper attacks by persons granted access by Customer to its network to obtain and misuse access codes, passwords and other data; (iii) physical access to equipment at Customer sites; and (iv) access to passwords and similar information that is written down or otherwise not afforded an appropriate level of protection by Customer. Denovo does not guarantee that the Services will eliminate all risk or prevent damage from network or system security breaches such as the above.

vi. Customer will supply Denovo personnel with reasonable accommodations and any physical or online access to any Customer facilities, personnel, locations, or networks as reasonably necessary to perform the Consulting Services. If it becomes necessary for Denovo personnel to be on-site at a Customer location, Denovo will give the Customer advance notice. Denovo will obey, and will ensure that all Denovo personnel obey, whenever on site at any Customer location or any other facility that is owned, leased, or operated by the Customer or any of its affiliates, all lawful, reasonable, and applicable rules and regulations as well as the Customer's reasonable policies, standards, and procedures, as such policies

are communicated in writing by the Customer to Denovo from time to time. The Customer will have the same obligations with regard it to its personnel on Denovo premises. Such rules and policies will not operate to materially change the terms of the Agreement. Denovo and Customer will each designate a point of contact for the Consulting Services and will work together to detail necessary project plans and approaches. Notwithstanding any other provisions herein, the Customer acknowledges that Denovo's ability to provide the Consulting Services is likely to be affected if Customer does not provide the necessary access and assistance, and Denovo shall have no liability for any delays or cost increases caused by the Customer's failure to provide such access and assistance.

vii. Customer is responsible for all third-party software licensing and maintenance and agrees to comply with all applicable third-party end-user license agreements.

viii. If it is necessary for Denovo to provide Time and Materials ("T&M") Services for additional Customer network discovery, the Denovo Professional Consulting Services group will provide a separate Statement of Work that defines timelines, tasks and the services rate per hour required to complete the work.

ix. This Service Description outlines the full breadth of Services to be provided by Denovo to Customer. Any omission of pre-requisites or need for additional services shall result in a Change Order Request, or support will be best effort on a next business day basis.

x. Any requested Change to the Customer's environment once it has been implemented may be subject to additional fees.

xi. Additional Services may be added or deducted via the Change Order Request process as defined in the MSA.

xii. This service description does not include any travel or out of pocket expenses, if required, to Customer's facility.

Exhibit C
Implementation / Onboarding

Denovo will implement the Services specified in this Service Order. Our implementation methodology includes a defined set of activities and deliverables that facilitate a successful Customer onboarding. We perform these activities by leveraging our five (5) stage methodology. Our objective in this process is to execute each project stage successfully with a quality audit and formal signoff at the completion of each stage.

We estimate that the onboarding activities associated with this Service Order 001 will be complete approximately ninety (90) days after the Effective Date. The fees for the onboarding activities are included in the fees specified in Section 2. Service Fees and Pricing of this Service Order 001. Prior to the completion of the onboarding activities, Denovo shall use its commercially reasonable and diligent efforts to assist Customer with requests regarding the service components for which onboarding is not complete and accepted by Customer.

1. Planning
    a. Project Planning Workshop
    b. Technology Planning Workshop
    c. Infrastructure Planning Workshop
    d. Execute Customer Onboarding Workshop
    e. Quality Audit
    f. Stage Signoff

2. Provision
    a. Provision Required Compute for Monitoring
    b. Provision Stateless and Stateful Monitoring
    c. Execute Oracle Application Technology Assessment
    d. Execute Oracle Application Database Assessment
    e. Execute Oracle Application Functional Workshop(s)
    f. Establish Oracle Application Bellwethers (OLTP, Batch, etc.)
    g. Define Knowledge Asset / Operator Instruction Approach
    h. Create / Update Run Book
    i. Quality Audit
    j. Stage Signoff

3. Validate
    a. Execute Remediation from Oracle Application Technology Assessment
    b. Execute Remediation from Oracle Application Database Assessment
    c. Service Coordinator Definition and Assignment
    d. Validate Maintenance Window and Change Management Process
    e. Validate and Update Run Books
    f. Execute Cutover Planning Workshop
    g. Quality Audit
    h. Stage Signoff

4. Test
    a. Train Customer Service Coordinators
    b. Test Monitoring & Surveillance
    c. Test Patching
    d. Test Service Catalog Items (e.g., Password Reset)
    e. Update Run Books
    f. Quality Audit
    g. Stage Signoff

Denovo Confidential Information – Subject to Non Disclosure

5. Deploy
    a. Change Advisory Board Processes
    b. Responsiveness Reporting
    c. Synchronous Communication Stakeholder Engagement
    d. Service Desk Surveys
    e. Update Run Books
    f. Project Closure

Denovo

Attachment A dated September 30th 10th, 2023, is attached to and made a part of the Service Order 001 Service Description dated as of September 30, 2023, by and between Denovo Ventures, LLC ("Denovo"), and City of Santa Fe ("Customer" or "Client").

1. Applications and Usage

The table below describes the Applications which will be supported by Denovo under this Service Description:

Applications / Platforms	Usage
Infrastructure and Platform Managed Services	As required for the following infrastructure and platform services: Up to five (5) iSeries logical partitions including up to: fifty-two thousand (52,000) Commercial Processing Workload (CPW), four hundred sixteen (416) gigabytes of memory, and nine (9) terabytes of direct attached, protected, block storage. Up to five (5) virtual machines including up to: six virtual CPUs (vCPUs) twenty-four (24) gigabytes of memory, and two (2) terabytes of direct attached, protected, block storage. Application Software: Licensed and provided by Customer. Database: Licensed and provided by Denovo. Hypervisor: VMware, Hyper-V / Azure Stack HCI, Oracle Linux Virtualization Manager, or IBM PowerVM licensed and provided by Denovo. Operating Systems: OS/400, Microsoft Windows, or Linux, licensed and provided by Denovo.

2. Service Entitlements, Limitations, and Options

In the table that follows:

Column 1 lists the Service Components and Options.

Column 2 Indicates whether the Service Component is included or excluded in the Services.

Column 3 lists the Service Units entitled or included in the Services.

Column 4 lists the additional monthly Service Fees that apply if more than the number of Service Units listed in Column 3 are provided at any time during the month.

Column 1	Column 2	Column 3	Column 4
Service Components and Options	Included / Excluded	Entitled Service Units	$ Per Additional Service Units
Cloud Services	Included	N/A	N/A
Operations Support	Included	N/A	N/A
Database Support Services	Included	Four (4 Database Instances	$750.00 / Additional

Column 1	Column 2	Column 3	Column 4
Service Components and Options	**Included / Excluded**	**Entitled Service Units**	**$ Per Additional Service Units**
			Database Instance or SID Managed
Customer Support Services	Included	One (1) Critical Process Period Per Calendar Quarter	$475.00 / Additional Critical Process Period Days / Calendar Quarter
Data Storage and Protection	Included	Up to eleven (11) TB of managed protected, and direct attached storage as specified above.	$250.00 / Additional TB of managed, protected, direct attached storage.
Security Services	Included	N/A	N/A
Change Enablement Services	Included	CAB Two (2) times / week. Additional as Needed for emergency changes.	N/A
Maintenance Services	Included	To be agreed to by the Parties during the Onboarding Services ("Maintenance Services Period")	N/A
Functional Support Services	Not Included	N/A	N/A
Application Lifecycle Management (ALM) Services. • Includes Development Retrofits • Includes Application Testing Support	Not Included	N/A	N/A
-		One (1) full Customer facing disaster recovery test per year.	
Disaster Recovery – Platform Managed Services: – Four (4) hour Recovery Point Objective – Twelve (12) hour Recovery Time Objective – Provided for JD Edwards World Production Environment	Included		N/A

Column 1	Column 2	Column 3	Column 4
Service Components and Options	**Included / Excluded**	**Entitled Service Units**	**$ Per Additional Service Units**
Application Environments: For JD Edwards World platforms, Denovo will provide one (1) production environment (set of runtime services) with one (1) production path code (set of objects) to be used for production (PD) services. For JD Edwards EnterpriseOne platforms Denovo will provide one (1) production environment (set of runtime services) with one (1) production path code (set of objects) to be used for production (PD) services and one (1) non-production environments (run time services), with one (1) non-production path code (set of objects) per environment, to be used for non production services.	Included	One (1) Production and Two (2) Non-production Application Environnements	$750.00 / Additional Environment and / or path code
Enhancement Services	Included	Sixty (60) Hours Per Calendar Quarter	See Enhancement Services Rate Card below.
Service Management	Included	N/A	N/A
End User Services	Not Included	N/A	N/A
Network Managed Services (WAN)	Not Included	N/A	N/A
Service Desk Services	Included	N/A	N/A
Onboarding Services	Included	As Set Forth on Exhibit C –	N/A
Telecommunications - Customer Provided Connectivity	Included	N/A	N/A
Telecommunications - Internet Bandwidth	Included	N/A	N/A
Applications Availability Target	Included	99.5%	N/A

Enhancement Services Rate Card

The Entitled Service Units for Enhancement Services is sixty (60) hours per calendar quarter beginning in October 2023. The minimum monthly Service Fee for the Enhancement Services is nine thousand six hundred dollars ($9,600.00). Beginning on October 1, 2024, and annually thereafter, Customer has the option to adjust its commitment for Entitled Service Units in accordance with the table below. Any such reduction shall adjust the minimum monthly Service Fees in accordance with the prices in that table as may be adjusted from time to time as contemplated in this Service Order.

Quarterly Enhancment Services Comitted Hours Entitlement	Entitled Service Units	Monthly Service Fees	Quarterly Service Fees	$ / Additional Service Units
Sixty (60) Hours	60	$ 3,200.00	$ 9,600.00	$ 160.00
Fifty (50) Hours	50	$ 2,750.00	$ 8,250.00	$ 165.00
Forty (40) Hours	40	$ 2,266.67	$ 6,800.00	$ 170.00
Thrity (30) Hours	30	$ 1,750.00	$ 5,250.00	$ 175.00
Fifteen (15) Hours	15	$ 900.00	$ 2,700.00	$ 180.00

Customer may exercise this option to adjust the Entitled Service Units for Enhancement Services one (1) time per calendar year, with sixty (60) days advance notice, to be received and confirmed by Denovo through email or other written means.

3. Access Methods

The Applications may be accessible through the (check as applicable):

_X_ client interfaces as supported by the Applications.
_X_ web browser interfaces as supported by the Applications.
_X_ mobile applications as supported by the Applications.
_X_ application programming interfaces (APIs) supported by the Applications.
_X_ database access including ODBC or JDBC read access.
___ other user interfaces supported by Denovo (specify): None.

4. Obligations of Customer:

Customer will acquire and provide the following items for use in connection with the Services:

All Applications, and vendor-provided maintenance for all Applications, except: None.
Other software and data: None.
Other software maintenance: None.
Hardware and other facilities: None.
Services and personnel: None.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date set forth above.

City of Santa Fe, NM	DENOVO VENTURES, LLC.
Signature	Signature
Alan Webber	David MacGrandle
Name (Type / Print)	Name (Type / Print)
Mayor	Chief Financial Officer
Title	Title
Oct 3, 2023	9/1/2023
Date	Date

Denovo

GSA U.S. General Services Administration

GENERAL SERVICES ADMINISTRATION
Federal Supply Service Authorized Federal Supply Schedule Price List

Multiple Award Schedule – Supplement No. 1 – Effective 9/24/2020

Code F: Information Technology
F03. – IT Services Subcategory

SIN 54151S **Information Technology Professional Services (previously SIN 132-51)**
SIN 54151ECOM **Electronic Commerce and Subscription Services (previously SIN 132-52)**

FSC D301	IT Facility Operation and Maintenance
FSC D302	IT Systems Development Services
FSC D304	Value Added Network Services (VANs)
FSC D304	E-Mail Services
FSC D304	Internet Access Services
FSC D304	Navigation Services
FSC D306	IT Systems Analysis Services
FSC D307	Automated Information Systems Design and Integration Services
FSC D308	Programming Services
FSC D310	IT Backup and Security Services
FSC D311	IT Data Conversion Services
FSC D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FSC D316	IT Network Management Services
FSC D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services
FSC D399	Other Information Technology Services, Not Elsewhere Classified
FSC D399	Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

Denovo Ventures, LLC
6400 Lookout Road, Suite 101
Boulder, CO 80301
Phone: 877-433-6686
www.denovo-us.com

Contract Number: GS-35F-0026Y

Period Covered by Contract: **October 17, 2021 - October 16, 2026**

General Services Administration Federal Acquisition Service

Pricelist current through Modification #**A812** - Effective **February 5, 2020**.

Products and ordering information in this Authorized Information Technology Multiple Award Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

CUSTOMER INFORMATION

1a. Awarded SINs:

Special Item Number	Description
54151S	Information Technology Professional Services – IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.
54151ECOM	Electronic Commerce and Subscription Services - Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

Note: Denovo Ventures, LLC wishes to participate under the Cooperative Purchasing and Recovery Purchasing programs. The following SINs are available to state and local governments:

1b. Lowest Priced Labor Categories: Senior Engineer

1c. See the Labor Category Descriptions section for descriptions of all corresponding job titles, experience, functional responsibility and education for the services offered.

2. Maximum order: The maximum order value for SINs 54151S, and SIN 54151ECOM is $500,000.

3. Minimum order: The minimum order to be issued is $100.00.

4. Geographic coverage: Domestic Delivery Only

5. Point(s) of production: Denovo Ventures, LLC offices

6. Discount from price list prices: Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity Discounts: None

8. Prompt payment terms: 1% - Net 10 days from receipt of invoice or date of acceptance, whichever is later.

9a. Government purchase cards are accepted for payments equal to or less than the micro purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

9b. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold

10. Foreign items are not available on this contract.

11a. Time of delivery: To be negotiated between Denovo Ventures, LLC and the Ordering Agency.

11b. Expedited Delivery: Items available for expedited delivery are noted in this price list. They will be negotiated between Contractor and ordering Activity.

11c. Overnight and 2-day delivery: Neither Overnight nor 2-day delivery is available.

11d. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the

agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. Point: Destination

13a. Ordering address: Denovo Ventures, LLC
6400 Lookout Road, Suite 101
Boulder, CO 80301
cterry@denovo-us.com

13b. Ordering procedures: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- FAR 8.405-2 Ordering procedures for services requiring a statement of work.

14. Payment address: Denovo Ventures, LLC
6400 Lookout Road, Suite 101
Boulder, CO 80301

15. Warranty provision: N/A

16. Export packing charges: N/A

17. Denovo accepts the Government Purchase Card for payments equal to or less than the micro purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

18. Terms and conditions of rental, maintenance, and repair: N/A

19. Terms and conditions of installation: N/A

20. Terms and conditions of repair parts: N/A

20a. Terms and conditions for any other services: N/A

21. List of service and distribution points: N/A

22. List of participating dealers: N/A

23. Preventive maintenance: N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services: N/A

25. Data Universal Number System (DUNS) number: 162891340

26. Notification regarding registration in System for Award Management (SAM) database. Denovo Ventures, LLC is registered in the www.SAM.gov database (formerly CCR).

Labor Category Descriptions

Senior Principal

Functional Responsibility:

- Perform analysis of client requirements and translate them into application specifications.
- Manage application implementations.
- Provide consulting services to the clients regarding integrated applications.
- Develop high-quality deliverables on time and within budget.
- Poses skills in designing and developing approaches to satisfy clients' business needs.

Education/ Experience Requirements: Bachelor of Arts or Bachelor of Science Degree in Computer Science, Information systems, Business, or related field or equivalent experience. Poses a minimum of eight years' experience implementing and supporting Enterprise Resource Planning (ERP) and/ or other Computer Systems.

Principal Engineer

Functional Responsibility:

- Apply enterprise-wide set of disciplines for planning, analysis, design, and development of
- systems for multiple installations or a major sector.
- Analysis of clients' processes, as well as adaptation of products to clients' needs.
- Transform client needs into project design specifications.
- Develop and administer client-designed Database solutions.
- Prepare detailed design documents.
- Understand development per generally accepted methodologies.
- Provide supervision and direction to staff on technical assignments in development and on
- project site.

Education/ Experience Requirements: Bachelor of Arts or Bachelor of Science Degree in Computer Science, Information Systems, Business, or related field or equivalent experience. Poses a minimum of five years in information systems development, functional and data requirements analysis, systems analysis, and program design. Experience managing implementation of information/ software engineering projects and either in systems design, programming, or DBA with knowledge/ experience in CASE tools/ methods, or functional experience performing business systems analysis working with Software applications products. Knowledge of Software technology. Poses leadership and/ or supervisory skills.

Senior Engineer

Functional Responsibility:

- Develop organization-wide information models for use in designing and building integrated,
- shared software, and database management systems.
- Apply Business Process Reengineering (BPR) to design, develop, and test the Software packaged
- goods application.
- Integrate applications.
- Ensure that project tasks are completed thoroughly and on time with the highest quality
- standards.
- Serve as the project team leader.
- Convert specifications into design, and convert design into deliverables on schedule.
- Perform quality assurance on all deliverables.

Education/ Experience Requirements: Bachelor of Arts or Bachelor of Science Degree in Computer Science, Information Systems, Business, or related field or equivalent experience. Poses a minimum of three years' experience in software applications, development, or functional experience performing business systems analysis working with Oracle applications products. Should poses specific industry experience. Solid ability to perform analysis and design. Experience managing project teams.

Awarded Pricelist

SIN 54151S Information Technology Professional Services

		Base Term				
Awarded GSA Labor Category	**Unit of Issue**	**GSA Hourly Rate w/ IFF - Year 1 (2021 - 2022)**	**GSA Hourly Rate w/ IFF - Year 2 (2022 - 2023)**	**GSA Hourly Rate w/ IFF - Year 3 (2023 - 2024)**	**GSA Hourly Rate w/ IFF - Year 4 (2024 - 2025)**	**GSA Hourly Rate w/ IFF - Year 5 (2025 -2026)**
Senior Principal	Hour	$240.20	$247.65	$255.32	$263.24	$271.40
Principal Engineer	Hour	$227.22	$234.26	$241.53	$249.01	$256.73
Senior Engineer	Hour	$207.74	$214.18	$220.82	$227.66	$234.72

SIN	Manufacturer	Part Number	Product Description	Unit of Issue	GSA Price w/ IFF	Warranty	COO
All of the following services include: Initial set up fees; Hardware and infrastructure costs; Technical managed services (backups, patches, technical tools and application upgrades); 24/7/365 help desk services; Functional support services; Development services; Oracle software; Ongoing training.							
54151ECOM	Denovo Ventures, LLC	101-001-WOI	JD Edwards EnterpriseOne Customer Relationship Management Suite, which includes:	Per User/ Per Month	$222.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-002-WOI	JD Edwards EnterpriseOne Advanced Pricing	Per User/ Per Month	$23.80	EULA	US
54151ECOM	Denovo Ventures, LLC	101-003-WOI	JD Edwards EnterpriseOne Branch Scripting	Per User/ Per Month	$3.70	EULA	US
54151ECOM	Denovo Ventures, LLC	101-004-WOI	JD Edwards EnterpriseOne Case Management	Per User/ Per Month	$24.61	EULA	US
54151ECOM	Denovo Ventures, LLC	101-005-WOI	JD Edwards EnterpriseOne CRM Foundation	Per User/ Per Month	$7.11	EULA	US
54151ECOM	Denovo Ventures, LLC	101-006-WOI	JD Edwards EnterpriseOne Customer Self Service	Per User/ Per Month	$11.25	EULA	US
54151ECOM	Denovo Ventures, LLC	101-007-WOI	JD Edwards EnterpriseOne Fulfillment Management	Per User/ Per Month	$47.00	EULA	US
54151ECOM	Denovo Ventures, LLC	101-008-WOI	JD Edwards EnterpriseOne Mobile Sales Inquiry	Per User/ Per Month	$7.61	EULA	US
54151ECOM	Denovo Ventures, LLC	101-009-WOI	JD Edwards EnterpriseOne Sales Force Automation	Per User/ Per Month	$12.89	EULA	US
54151ECOM	Denovo Ventures, LLC	101-010-WOI	JD Edwards EnterpriseOne Sales Order Management	Per User/ Per Month	$47.39	EULA	US
54151ECOM	Denovo Ventures, LLC	101-011-WOI	JD Edwards EnterpriseOne One View Reporting for Sales Order Management	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-012-WOI	JD Edwards EnterpriseOne Service Management	Per User/ Per Month	$24.87	EULA	US
54151ECOM	Denovo Ventures, LLC	101-013-WOI	JD Edwards EnterpriseOne One View Reporting for Service Management	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-014-WOI	JD Edwards EnterpriseOne Service Management Foundation	Per User/ Per Month	$4.31	EULA	US
54151ECOM	Denovo Ventures, LLC	101-015-WOI	JD Edwards EnterpriseOne Solution Advisor	Per User/ Per Month	$9.23	EULA	US
54151ECOM	Denovo Ventures, LLC	101-016-WOI	JD Edwards EnterpriseOne Manufacturing and Supply Chain Management Suite, which includes:	Per User/ Per Month	$669.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-017-WOI	JD Edwards EnterpriseOne Advanced Stock Valuation	Per User/ Per Month	$29.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-018-WOI	JD Edwards EnterpriseOne Agreement Management	Per User/ Per Month	$47.13	EULA	US
54151ECOM	Denovo Ventures, LLC	101-019-WOI	JD Edwards EnterpriseOne Apparel Management	Per User/ Per Month	$41.08	EULA	US
54151ECOM	Denovo Ventures, LLC	101-020-WOI	JD Edwards EnterpriseOne Blend Management	Per User/ Per Month	$47.13	EULA	US
54151ECOM	Denovo Ventures, LLC	101-021-WOI	JD Edwards EnterpriseOne Bulk Stock Inventory	Per User/ Per Month	$29.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-022-WOI	JD Edwards EnterpriseOne Configurator	Per User/ Per Month	$36.03	EULA	US
54151ECOM	Denovo Ventures, LLC	101-023-WOI	JD Edwards EnterpriseOne Demand Flow Manufacturing	Per User/ Per Month	$36.43	EULA	US
54151ECOM	Denovo Ventures, LLC	101-024-WOI	JD Edwards EnterpriseOne Demand Scheduling Execution	Per User/ Per Month	$47.52	EULA	US
54151ECOM	Denovo Ventures, LLC	101-025-WOI	JD Edwards EnterpriseOne Grower Management	Per User/ Per Month	$47.13	EULA	US
54151ECOM	Denovo Ventures, LLC	101-026-WOI	JD Edwards EnterpriseOne Grower Pricing and Payments	Per User/ Per Month	$47.00	EULA	US
54151ECOM	Denovo Ventures, LLC	101-027-WOI	JD Edwards EnterpriseOne Inventory Management	Per User/ Per Month	$47.52	EULA	US
54151ECOM	Denovo Ventures, LLC	101-028-WOI	JD Edwards EnterpriseOne One View Reporting for Inventory Management	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-029-WOI	JD Edwards EnterpriseOne Manufacturing Management	Per User/ Per Month	$47.65	EULA	US
54151ECOM	Denovo Ventures, LLC	101-030-WOI	JD Edwards EnterpriseOne One View Reporting for Manufacturing Management	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-031-WOI	JD Edwards EnterpriseOne Product Variants	Per User/ Per Month	$29.11	EULA	US
54151ECOM	Denovo Ventures, LLC	101-032-WOI	JD Edwards EnterpriseOne Quality Management	Per User/ Per Month	$15.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-033-WOI	JD Edwards EnterpriseOne Requirements Planning	Per User/ Per Month	$16.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-034-WOI	JD Edwards EnterpriseOne RFID Processor	Per User/ Per Month	$23.80	EULA	US
54151ECOM	Denovo Ventures, LLC	101-035-WOI	JD Edwards EnterpriseOne Transportation Management	Per User/ Per Month	$47.52	EULA	US
54151ECOM	Denovo Ventures, LLC	101-036-WOI	JD Edwards EnterpriseOne One View Reporting for Transportation Management	Per User/ Per Month	$46.74	EULA	US
54151ECOM	Denovo Ventures, LLC	101-037-WOI	JD Edwards EnterpriseOne Warehouse Management	Per User/ Per Month	$35.71	EULA	US
54151ECOM	Denovo Ventures, LLC	101-038-WOI	JD Edwards EnterpriseOne Supply Chain Planning (APS) Suite, which includes:	Per User/ Per Month	$51.53	EULA	US
54151ECOM	Denovo Ventures, LLC	101-039-WOI	JD Edwards EnterpriseOne Advanced Planning Agent	Per User/ Per Month	$3.81	EULA	US
54151ECOM	Denovo Ventures, LLC	101-040-WOI	JD Edwards EnterpriseOne Order Promising	Per User/ Per Month	$22.22	EULA	US
54151ECOM	Denovo Ventures, LLC	101-041-WOI	JD Edwards EnterpriseOne PDP Collaborative Web Client	Per User/ Per Month	$4.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-042-WOI	JD Edwards EnterpriseOne Production Scheduling	Per User/ Per Month	$13.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-043-WOI	JD Edwards EnterpriseOne Production Scheduling - Process	Per User/ Per Month	$13.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-044-WOI	JD Edwards EnterpriseOne Demantra Suite, which includes:	Per User/ Per Month	$71.73	EULA	US
54151ECOM	Denovo Ventures, LLC	101-045-WOI	JD Edwards EnterpriseOne Demantra Demand Management	Per User/ Per Month	$19.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-046-WOI	JD Edwards EnterpriseOne Option: Demantra Advanced Forecasting and Demand Modeling	Per User/ Per Month	$9.56	EULA	US
54151ECOM	Denovo Ventures, LLC	101-047-WOI	JD Edwards EnterpriseOne Option: Demantra Real-time Sales and Operations Planning	Per User/ Per Month	$13.02	EULA	US
54151ECOM	Denovo Ventures, LLC	101-048-WOI	JD Edwards EnterpriseOne Demantra Predictive Trade Planning	Per User/ Per Month	$18.94	EULA	US
54151ECOM	Denovo Ventures, LLC	101-049-WOI	JD Edwards EnterpriseOne Option: Demantra Deduction and Settlement Management	Per User/ Per Month	$9.56	EULA	US
54151ECOM	Denovo Ventures, LLC	101-050-WOI	JD Edwards EnterpriseOne Option: Demantra Trade Promotion Optimization	Per User/ Per Month	$9.56	EULA	US

SIN	Manufacturer	Part Number	Product Description	Unit of Issue	GSA Price w/ IFF	Warranty	COO
All of the following services include: Initial set up fees; Hardware and infrastructure costs; Technical managed services (backups, patches, technical tools and application upgrades); 24/7/365 help desk services; Functional support services; Development services; Oracle software; Ongoing training.							
54151ECOM	**Denovo Ventures, LLC**	**101-051-WOI**	**JD Edwards EnterpriseOne Supply Management Suite, which includes:**	**Per User/ Per Month**	**$205.69**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-052-WOI	JD Edwards EnterpriseOne Buyer Workspace	Per User/ Per Month	$17.28	EULA	US
54151ECOM	Denovo Ventures, LLC	101-053-WOI	JD Edwards EnterpriseOne Mobile Purchase Order Approval	Per User/ Per Month	$7.61	EULA	US
54151ECOM	Denovo Ventures, LLC	101-054-WOI	JD Edwards EnterpriseOne Mobile Requisition Self Service Approval	Per User/ Per Month	$0.86	EULA	US
54151ECOM	Denovo Ventures, LLC	101-055-WOI	JD Edwards EnterpriseOne Operational Sourcing	Per User/ Per Month	$47.39	EULA	US
54151ECOM	Denovo Ventures, LLC	101-056-WOI	JD Edwards EnterpriseOne Procurement and Subcontract Management	Per User/ Per Month	$47.78	EULA	US
54151ECOM	Denovo Ventures, LLC	101-057-WOI	JD Edwards EnterpriseOne One View Reporting for Procurement and Subcontract Management	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-058-WOI	JD Edwards EnterpriseOne Requisition Self Service	Per User/ Per Month	$1.72	EULA	US
54151ECOM	Denovo Ventures, LLC	101-059-WOI	JD Edwards EnterpriseOne Supplier Self Service	Per User/ Per Month	$93.92	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-060-WOI**	**JD Edwards EnterpriseOne Asset Lifecycle Management Suite, which includes:**	**Per User/ Per Month**	**$199.27**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-061-WOI	JD Edwards EnterpriseOne Advanced Real Estate Forecasting	Per User/ Per Month	$86.65	EULA	US
54151ECOM	Denovo Ventures, LLC	101-062-WOI	JD Edwards EnterpriseOne Capital Asset Management	Per User/ Per Month	$47.78	EULA	US
54151ECOM	Denovo Ventures, LLC	101-063-WOI	JD Edwards EnterpriseOne One View Reporting for Capital Asset Management	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-064-WOI	JD Edwards EnterpriseOne Condition-Based Maintenance	Per User/ Per Month	$8.98	EULA	US
54151ECOM	Denovo Ventures, LLC	101-065-WOI	JD Edwards EnterpriseOne Equipment Cost Analysis	Per User/ Per Month	$8.85	EULA	US
54151ECOM	Denovo Ventures, LLC	101-066-WOI	JD Edwards EnterpriseOne Real Estate Management	Per User/ Per Month	$38.36	EULA	US
54151ECOM	Denovo Ventures, LLC	101-067-WOI	JD Edwards EnterpriseOne One View Reporting for Real Estate Management	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-068-WOI	JD Edwards EnterpriseOne Resource Assignments	Per User/ Per Month	$6.79	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-069-WOI**	**JD Edwards EnterpriseOne Project Management Suite, which includes:**	**Per User/ Per Month**	**$278.67**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-070-WOI	JD Edwards EnterpriseOne Contract and Service Billing	Per User/ Per Month	$36.56	EULA	US
54151ECOM	Denovo Ventures, LLC	101-071-WOI	JD Edwards EnterpriseOne Homebuilder Management	Per User/ Per Month	$47.78	EULA	US
54151ECOM	Denovo Ventures, LLC	101-072-WOI	JD Edwards EnterpriseOne In-Memory Project Portfolio Management	Per User/ Per Month	$118.39	EULA	US
54151ECOM	Denovo Ventures, LLC	101-073-WOI	JD Edwards EnterpriseOne Project Costing	Per User/ Per Month	$47.39	EULA	US
54151ECOM	Denovo Ventures, LLC	101-074-WOI	JD Edwards EnterpriseOne One View Reporting for Project Costing	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-075-WOI	JD Edwards EnterpriseOne Project and Government Contract Accounting	Per User/ Per Month	$47.52	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-076-WOI**	**JD Edwards EnterpriseOne Financial Management Suite, which includes:**	**Per User/ Per Month**	**$75.20**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-077-WOI	JD Edwards EnterpriseOne Expense Management	Per User/ Per Month	$0.98	EULA	US
54151ECOM	Denovo Ventures, LLC	101-078-WOI	JD Edwards EnterpriseOne Financials	Per User/ Per Month	$47.78	EULA	US
54151ECOM	Denovo Ventures, LLC	101-079-WOI	JD Edwards EnterpriseOne Option: Environmental Accounting and Reporting	Per User/ Per Month	$20.91	EULA	US
54151ECOM	Denovo Ventures, LLC	101-080-WOI	JD Edwards EnterpriseOne One View Reporting for Financials	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-081-WOI	JD Edwards EnterpriseOne Mobile Expense Management	Per User/ Per Month	$0.67	EULA	US
54151ECOM	Denovo Ventures, LLC	101-082-WOI	JD Edwards EnterpriseOne System Foundation	Per User/ Per Month	$1.23	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-083-WOI**	**JD Edwards EnterpriseOne Human Capital Management Suite, which includes**	**Per User/ Per Month**	**$45.09**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-084-WOI	JD Edwards EnterpriseOne eRecruit	Per User/ Per Month	$1.35	EULA	US
54151ECOM	Denovo Ventures, LLC	101-085-WOI	JD Edwards EnterpriseOne Health & Safety Incident Management	Per User/ Per Month	$1.42	EULA	US
54151ECOM	Denovo Ventures, LLC	101-086-WOI	JD Edwards EnterpriseOne One View Reporting for Health & Safety Incident Management	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-087-WOI	JD Edwards EnterpriseOne Human Resources	Per User/ Per Month	$3.43	EULA	US
54151ECOM	Denovo Ventures, LLC	101-088-WOI	JD Edwards EnterpriseOne One View Reporting for Human Resources	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-089-WOI	JD Edwards EnterpriseOne Payroll	Per User/ Per Month	$3.84	EULA	US
54151ECOM	Denovo Ventures, LLC	101-090-WOI	JD Edwards EnterpriseOne One View Reporting for Payroll	Per User/ Per Month	$11.99	EULA	US
54151ECOM	Denovo Ventures, LLC	101-091-WOI	JD Edwards EnterpriseOne Self-Service Human Resources	Per User/ Per Month	$1.80	EULA	US
54151ECOM	Denovo Ventures, LLC	101-092-WOI	JD Edwards EnterpriseOne Time and Labor	Per User/ Per Month	$2.29	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-093-WOI**	**JD Edwards EnterpriseOne Tools & Technology Suite, which includes:**	**Per User/ Per Month**	**$18.06**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-094-WOI	*JD Edwards EnterpriseOne Core Tools and Infrastructure (EXCLUDED FROM SUITE)*	Per User/ Per Month	$3.32	*EULA*	*US*
54151ECOM	Denovo Ventures, LLC	101-095-WOI	Oracle Technology Foundation for JD Edwards EnterpriseOne	Per User/ Per Month	$6.34	EULA	US
54151ECOM	Denovo Ventures, LLC	101-096-WOI	Oracle TopLink and Application Development Framework	Per User/ Per Month	$1.73	EULA	US
54151ECOM	Denovo Ventures, LLC	101-097-WOI	JD Edwards EnterpriseOne One View Reporting Foundation	Per User/ Per Month	$11.99	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-098-WOI**	**Application Integration Architecture Suite, which includes:**	**Per User/ Per Month**	**$2,043.76**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-099-WOI	Application Integration Architecture Foundation Pack	Per User/ Per Month	$465.26	EULA	US
54151ECOM	Denovo Ventures, LLC	101-100-WOI	Oracle Demantra Sales and Operations Planning Integration to Hyperion Planning	Per User/ Per Month	$354.32	EULA	US
54151ECOM	Denovo Ventures, LLC	101-101-WOI	Oracle Project Portfolio Management Integration Pack for Primavera P6 and JD Edwards EnterpriseOne	Per User/ Per Month	$707.33	EULA	US
54151ECOM	Denovo Ventures, LLC	101-102-WOI	Oracle Utilities Customer Care and Billing Integration to JD Edwards Financials for General Ledger and Accounts	Per User/ Per Month	$36.61	EULA	US
54151ECOM	Denovo Ventures, LLC	101-103-WOI	Oracle Design to Release Integration Pack for Agile Product Lifecycle Management and JD Edwards EnterpriseOne	Per User/ Per Month	$707.33	EULA	US
54151ECOM	**Denovo Ventures, LLC**		**UPK**				

SIN	Manufacturer	Part Number	Product Description	Unit of Issue	GSA Price w/ IFF	Warranty	COO
All of the following services include: Initial set up fees; Hardware and infrastructure costs; Technical managed services (backups, patches, technical tools and application upgrades); 24/7/365 help desk services; Functional support services; Development services; Oracle software; Ongoing training.							
54151ECOM	Denovo Ventures, LLC	101-104-WOI	Oracle User Productivity Kit Standard - Developer	Per User/ Per Month	$173.53	EULA	US
54151ECOM	Denovo Ventures, LLC	101-105-WOI	Oracle User Productivity Kit Standard - User	Per User/ Per Month	$1.43	EULA	US
54151ECOM	Denovo Ventures, LLC	101-106-WOI	Oracle User Productivity Kit Standard - Employee	Per User/ Per Month	$0.93	EULA	US
54151ECOM	Denovo Ventures, LLC	101-107-WOI	Oracle User Productivity Kit Professional - Developer	Per User/ Per Month	$173.53	EULA	US
54151ECOM	Denovo Ventures, LLC	101-108-WOI	Oracle User Productivity Kit Professional - User	Per User/ Per Month	$1.53	EULA	US
54151ECOM	Denovo Ventures, LLC	101-109-WOI	Oracle User Productivity Kit Professional - Employee	Per User/ Per Month	$1.03	EULA	US
54151ECOM	**Denovo Ventures, LLC**		**User Productivity Kit Content Materials for Manufacturing and Supply Chain Management Suite (up to 4,000**				
54151ECOM	Denovo Ventures, LLC	101-110-WOI	JD Edwards EnterpriseOne UPK for Blend Management	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-111-WOI	JD Edwards EnterpriseOne UPK for Configurator	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-112-WOI	JD Edwards EnterpriseOne UPK for Grower Management	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-113-WOI	JD Edwards EnterpriseOne UPK for Grower Pricing and Payments	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-114-WOI	JD Edwards EnterpriseOne UPK for Manufacturing Management Engineer to Order	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-115-WOI	JD Edwards EnterpriseOne UPK for Manufacturing Management, Process Manufacturing	Per User/ Per Month	$176.90	EULA	US
54151ECOM	**Denovo Ventures, LLC**		**User Productivity Kit Content Materials for Financial Management**				
54151ECOM	Denovo Ventures, LLC	101-116-WOI	JD Edwards EnterpriseOne UPK Accounts Payable	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-117-WOI	JD Edwards EnterpriseOne UPK Accounts Receivable	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-118-WOI	JD Edwards EnterpriseOne UPK for Fixed Assets Accounting	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-119-WOI	JD Edwards EnterpriseOne UPK General Ledger	Per User/ Per Month	$176.90	EULA	US
54151ECOM	**Denovo Ventures, LLC**		**User Productivity Kit Content Materials for Supply Chain Management**				
54151ECOM	Denovo Ventures, LLC	101-120-WOI	JD Edwards EnterpriseOne UPK for Advanced Pricing	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-121-WOI	JD Edwards EnterpriseOne UPK Inventory Management	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-122-WOI	JD Edwards EnterpriseOne UPK Manufacturing - PDM	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-123-WOI	JD Edwards EnterpriseOne UPK for Sales Order Management	Per User/ Per Month	$176.90	EULA	US
54151ECOM	**Denovo Ventures, LLC**		**User Productivity Kit Content Materials for Supplier Relationship Management**				
54151ECOM	Denovo Ventures, LLC	101-124-WOI	JD Edwards EnterpriseOne UPK Procurement and Subcontract Management	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-125-WOI	JD Edwards EnterpriseOne UPK for Manufacturing Management Discrete Shop Floor Management	Per User/ Per Month	$176.90	EULA	US
54151ECOM	**Denovo Ventures, LLC**		**User Productivity Kit Content Materials for Asset Lifecycle Management**				
54151ECOM	Denovo Ventures, LLC	101-126-WOI	JD Edwards EnterpriseOne UPK for Advanced Real Estate Forecasting	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-127-WOI	JD Edwards EnterpriseOne UPK for Real Estate Management	Per User/ Per Month	$176.90	EULA	US
54151ECOM	**Denovo Ventures, LLC**		**User Productivity Kit Content Materials for Project Management**				
54151ECOM	Denovo Ventures, LLC	101-128-WOI	JD Edwards EnterpriseOne UPK for Homebuilder Management	Per User/ Per Month	$176.90	EULA	US
54151ECOM	**Denovo Ventures, LLC**		**User Productivity Kit Content Materials for Human Capital Management**				
54151ECOM	Denovo Ventures, LLC	101-129-WOI	JD Edwards EnterpriseOne UPK for Human Capital Management Fundamentals	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-130-WOI	JD Edwards EnterpriseOne User Productivity Kit for Human Resources, Benefits	Per User/ Per Month	$176.90	EULA	US
54151ECOM	Denovo Ventures, LLC	101-131-WOI	JD Edwards EnterpriseOne UPK for Time and Labor	Per User/ Per Month	$176.90	EULA	US
54151ECOM	**Denovo Ventures, LLC**		**Other User Productivity Kit Content Materials**				
54151ECOM	Denovo Ventures, LLC	101-132-WOI	JD Edwards EnterpriseOne UPK Fundamentals for EnterpriseOne	Per User/ Per Month	$176.90	EULA	US

SIN	Manufacturer	Part Numbe	Product Description	Unit of Issue	GSA Price w/ IFF	Warranty	COO
All of the following services with implementation include: Initial setup fees; Hardware and infrastructure costs; Technical managed services (backups, patches, technical tools and application upgrades); 24/7/365 help desk services; Functional support services; Development services; Oracle software; Ongoing training; Project management; Design, configuration, and testing services; Initial development (data conversion, reports, and integration with third party solutions); Initial training services; Post go-live support; System and training documentation.							
54151ECOM	**Denovo Ventures, LLC**	**101-001-WI**	**JD Edwards EnterpriseOne Customer Relationship Management Suite, which includes:**	**Per User/ Per Month**	**$326.60**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-002-WI	JD Edwards EnterpriseOne Advanced Pricing	Per User/ Per Month	$30.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-003-WI	JD Edwards EnterpriseOne Branch Scripting	Per User/ Per Month	$7.29	EULA	US
54151ECOM	Denovo Ventures, LLC	101-004-WI	JD Edwards EnterpriseOne Case Management	Per User/ Per Month	$31.78	EULA	US
54151ECOM	Denovo Ventures, LLC	101-005-WI	JD Edwards EnterpriseOne CRM Foundation	Per User/ Per Month	$14.28	EULA	US
54151ECOM	Denovo Ventures, LLC	101-006-WI	JD Edwards EnterpriseOne Customer Self Service	Per User/ Per Month	$27.39	EULA	US
54151ECOM	Denovo Ventures, LLC	101-007-WI	JD Edwards EnterpriseOne Fulfillment Management	Per User/ Per Month	$54.17	EULA	US
54151ECOM	Denovo Ventures, LLC	101-008-WI	JD Edwards EnterpriseOne Mobile Sales Inquiry	Per User/ Per Month	$14.79	EULA	US
54151ECOM	Denovo Ventures, LLC	101-009-WI	JD Edwards EnterpriseOne Sales Force Automation	Per User/ Per Month	$23.65	EULA	US
54151ECOM	Denovo Ventures, LLC	101-010-WI	JD Edwards EnterpriseOne Sales Order Management	Per User/ Per Month	$67.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-011-WI	JD Edwards EnterpriseOne One View Reporting for Sales Order Management	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-012-WI	JD Edwards EnterpriseOne Service Management	Per User/ Per Month	$41.01	EULA	US
54151ECOM	Denovo Ventures, LLC	101-013-WI	JD Edwards EnterpriseOne One View Reporting for Service Management	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-014-WI	JD Edwards EnterpriseOne Service Management Foundation	Per User/ Per Month	$7.89	EULA	US
54151ECOM	Denovo Ventures, LLC	101-015-WI	JD Edwards EnterpriseOne Solution Advisor	Per User/ Per Month	$16.40	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-016-WI**	**JD Edwards EnterpriseOne Manufacturing and Supply Chain Management Suite, which includes:**	**Per User/ Per Month**	**$915.70**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-017-WI	JD Edwards EnterpriseOne Advanced Stock Valuation	Per User/ Per Month	$37.08	EULA	US
54151ECOM	Denovo Ventures, LLC	101-018-WI	JD Edwards EnterpriseOne Agreement Management	Per User/ Per Month	$57.89	EULA	US
54151ECOM	Denovo Ventures, LLC	101-019-WI	JD Edwards EnterpriseOne Apparel Management	Per User/ Per Month	$51.84	EULA	US
54151ECOM	Denovo Ventures, LLC	101-020-WI	JD Edwards EnterpriseOne Blend Management	Per User/ Per Month	$57.89	EULA	US
54151ECOM	Denovo Ventures, LLC	101-021-WI	JD Edwards EnterpriseOne Bulk Stock Inventory	Per User/ Per Month	$37.08	EULA	US
54151ECOM	Denovo Ventures, LLC	101-022-WI	JD Edwards EnterpriseOne Configurator	Per User/ Per Month	$46.80	EULA	US
54151ECOM	Denovo Ventures, LLC	101-023-WI	JD Edwards EnterpriseOne Demand Flow Manufacturing	Per User/ Per Month	$59.74	EULA	US
54151ECOM	Denovo Ventures, LLC	101-024-WI	JD Edwards EnterpriseOne Demand Scheduling Execution	Per User/ Per Month	$70.84	EULA	US
54151ECOM	Denovo Ventures, LLC	101-025-WI	JD Edwards EnterpriseOne Grower Management	Per User/ Per Month	$57.89	EULA	US
54151ECOM	Denovo Ventures, LLC	101-026-WI	JD Edwards EnterpriseOne Grower Pricing and Payments	Per User/ Per Month	$54.17	EULA	US
54151ECOM	Denovo Ventures, LLC	101-027-WI	JD Edwards EnterpriseOne Inventory Management	Per User/ Per Month	$70.84	EULA	US
54151ECOM	Denovo Ventures, LLC	101-028-WI	JD Edwards EnterpriseOne One View Reporting for Inventory Management	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-029-WI	JD Edwards EnterpriseOne Manufacturing Management	Per User/ Per Month	$74.55	EULA	US
54151ECOM	Denovo Ventures, LLC	101-030-WI	JD Edwards EnterpriseOne One View Reporting for Manufacturing Management	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-031-WI	JD Edwards EnterpriseOne Product Variants	Per User/ Per Month	$45.25	EULA	US
54151ECOM	Denovo Ventures, LLC	101-032-WI	JD Edwards EnterpriseOne Quality Management	Per User/ Per Month	$32.13	EULA	US
54151ECOM	Denovo Ventures, LLC	101-033-WI	JD Edwards EnterpriseOne Requirements Planning	Per User/ Per Month	$35.85	EULA	US
54151ECOM	Denovo Ventures, LLC	101-034-WI	JD Edwards EnterpriseOne RFID Processor	Per User/ Per Month	$30.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-035-WI	JD Edwards EnterpriseOne Transportation Management	Per User/ Per Month	$70.84	EULA	US
54151ECOM	Denovo Ventures, LLC	101-036-WI	JD Edwards EnterpriseOne One View Reporting for Transportation Management	Per User/ Per Month	$47.81	EULA	US
54151ECOM	Denovo Ventures, LLC	101-037-WI	JD Edwards EnterpriseOne Warehouse Management	Per User/ Per Month	$51.85	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-038-WI**	**JD Edwards EnterpriseOne Supply Chain Planning (APS) Suite, which includes:**	**Per User/ Per Month**	**$106.41**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-039-WI	JD Edwards EnterpriseOne Advanced Planning Agent	Per User/ Per Month	$14.57	EULA	US
54151ECOM	Denovo Ventures, LLC	101-040-WI	JD Edwards EnterpriseOne Order Promising	Per User/ Per Month	$32.98	EULA	US
54151ECOM	Denovo Ventures, LLC	101-041-WI	JD Edwards EnterpriseOne PDP Collaborative Web Client	Per User/ Per Month	$12.16	EULA	US
54151ECOM	Denovo Ventures, LLC	101-042-WI	JD Edwards EnterpriseOne Production Scheduling	Per User/ Per Month	$29.26	EULA	US
54151ECOM	Denovo Ventures, LLC	101-043-WI	JD Edwards EnterpriseOne Production Scheduling - Process	Per User/ Per Month	$29.26	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-044-WI**	**JD Edwards EnterpriseOne Demantra Suite, which includes:**	**Per User/ Per Month**	**$139.53**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-045-WI	JD Edwards EnterpriseOne Demantra Demand Management	Per User/ Per Month	$35.21	EULA	US
54151ECOM	Denovo Ventures, LLC	101-046-WI	JD Edwards EnterpriseOne Option: Demantra Advanced Forecasting and Demand Modeling	Per User/ Per Month	$20.32	EULA	US
54151ECOM	Denovo Ventures, LLC	101-047-WI	JD Edwards EnterpriseOne Option: Demantra Real-time Sales and Operations Planning	Per User/ Per Month	$29.16	EULA	US
54151ECOM	Denovo Ventures, LLC	101-048-WI	JD Edwards EnterpriseOne Demantra Predictive Trade Planning	Per User/ Per Month	$29.70	EULA	US
54151ECOM	Denovo Ventures, LLC	101-049-WI	JD Edwards EnterpriseOne Option: Demantra Deduction and Settlement Management	Per User/ Per Month	$20.32	EULA	US
54151ECOM	Denovo Ventures, LLC	101-050-WI	JD Edwards EnterpriseOne Option: Demantra Trade Promotion Optimization	Per User/ Per Month	$20.32	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-051-WI**	**JD Edwards EnterpriseOne Supply Management Suite, which includes:**	**Per User/ Per Month**	**$309.96**	**EULA**	**US**

SIN	Manufacturer	Part Numbe	Product Description	Unit of Issue	GSA Price w/ IFF	Warranty	COO
All of the following services with implementation include: Initial setup fees; Hardware and infrastructure costs; Technical managed services (backups, patches, technical tools and application upgrades); 24/7/365 help desk services; Functional support services; Development services; Oracle software; Ongoing training; Project management; Design, configuration, and testing services; Initial development (data conversion, reports, and integration with third party solutions); Initial training services; Post go-live support; System and training documentation.							
54151ECOM	Denovo Ventures, LLC	101-052-WI	JD Edwards EnterpriseOne Buyer Workspace	Per User/ Per Month	$28.04	EULA	US
54151ECOM	Denovo Ventures, LLC	101-053-WI	JD Edwards EnterpriseOne Mobile Purchase Order Approval	Per User/ Per Month	$14.79	EULA	US
54151ECOM	Denovo Ventures, LLC	101-054-WI	JD Edwards EnterpriseOne Mobile Requisition Self Service Approval	Per User/ Per Month	$8.03	EULA	US
54151ECOM	Denovo Ventures, LLC	101-055-WI	JD Edwards EnterpriseOne Operational Sourcing	Per User/ Per Month	$67.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-056-WI	JD Edwards EnterpriseOne Procurement and Subcontract Management	Per User/ Per Month	$78.27	EULA	US
54151ECOM	Denovo Ventures, LLC	101-057-WI	JD Edwards EnterpriseOne One View Reporting for Procurement and Subcontract Management	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-058-WI	JD Edwards EnterpriseOne Requisition Self Service	Per User/ Per Month	$17.86	EULA	US
54151ECOM	Denovo Ventures, LLC	101-059-WI	JD Edwards EnterpriseOne Supplier Self Service	Per User/ Per Month	$117.23	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-060-WI**	**JD Edwards EnterpriseOne Asset Lifecycle Management Suite, which includes:**	**Per User/ Per Month**	**$302.89**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-061-WI	JD Edwards EnterpriseOne Advanced Real Estate Forecasting	Per User/ Per Month	$102.79	EULA	US
54151ECOM	Denovo Ventures, LLC	101-062-WI	JD Edwards EnterpriseOne Capital Asset Management	Per User/ Per Month	$78.27	EULA	US
54151ECOM	Denovo Ventures, LLC	101-063-WI	JD Edwards EnterpriseOne One View Reporting for Capital Asset Management	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-064-WI	JD Edwards EnterpriseOne Condition-Based Maintenance	Per User/ Per Month	$25.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-065-WI	JD Edwards EnterpriseOne Equipment Cost Analysis	Per User/ Per Month	$19.61	EULA	US
54151ECOM	Denovo Ventures, LLC	101-066-WI	JD Edwards EnterpriseOne Real Estate Management	Per User/ Per Month	$58.09	EULA	US
54151ECOM	Denovo Ventures, LLC	101-067-WI	JD Edwards EnterpriseOne One View Reporting for Real Estate Management	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-068-WI	JD Edwards EnterpriseOne Resource Assignments	Per User/ Per Month	$26.52	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-069-WI**	**JD Edwards EnterpriseOne Project Management Suite, which includes:**	**Per User/ Per Month**	**$397.47**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-070-WI	JD Edwards EnterpriseOne Contract and Service Billing	Per User/ Per Month	$63.46	EULA	US
54151ECOM	Denovo Ventures, LLC	101-071-WI	JD Edwards EnterpriseOne Homebuilder Management	Per User/ Per Month	$78.27	EULA	US
54151ECOM	Denovo Ventures, LLC	101-072-WI	JD Edwards EnterpriseOne In-Memory Project Portfolio Management	Per User/ Per Month	$148.87	EULA	US
54151ECOM	Denovo Ventures, LLC	101-073-WI	JD Edwards EnterpriseOne Project Costing	Per User/ Per Month	$67.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-074-WI	JD Edwards EnterpriseOne One View Reporting for Project Costing	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-075-WI	JD Edwards EnterpriseOne Project and Government Contract Accounting	Per User/ Per Month	$70.84	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-076-WI**	**JD Edwards EnterpriseOne Financial Management Suite, which includes:**	**Per User/ Per Month**	**$137.51**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-077-WI	JD Edwards EnterpriseOne Expense Management	Per User/ Per Month	$17.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-078-WI	JD Edwards EnterpriseOne Financials	Per User/ Per Month	$78.27	EULA	US
54151ECOM	Denovo Ventures, LLC	101-079-WI	JD Edwards EnterpriseOne Option: Environmental Accounting and Reporting	Per User/ Per Month	$31.67	EULA	US
54151ECOM	Denovo Ventures, LLC	101-080-WI	JD Edwards EnterpriseOne One View Reporting for Financials	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-081-WI	JD Edwards EnterpriseOne Mobile Expense Management	Per User/ Per Month	$7.85	EULA	US
54151ECOM	Denovo Ventures, LLC	101-082-WI	JD Edwards EnterpriseOne System Foundation	Per User/ Per Month	$4.82	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-083-WI**	**JD Edwards EnterpriseOne Human Capital Management Suite, which includes**	**Per User/ Per Month**	**$177.13**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-084-WI	JD Edwards EnterpriseOne eRecruit	Per User/ Per Month	$21.08	EULA	US
54151ECOM	Denovo Ventures, LLC	101-085-WI	JD Edwards EnterpriseOne Health & Safety Incident Management	Per User/ Per Month	$17.56	EULA	US
54151ECOM	Denovo Ventures, LLC	101-086-WI	JD Edwards EnterpriseOne One View Reporting for Health & Safety Incident Management	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-087-WI	JD Edwards EnterpriseOne Human Resources	Per User/ Per Month	$35.72	EULA	US
54151ECOM	Denovo Ventures, LLC	101-088-WI	JD Edwards EnterpriseOne One View Reporting for Human Resources	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-089-WI	JD Edwards EnterpriseOne Payroll	Per User/ Per Month	$36.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-090-WI	JD Edwards EnterpriseOne One View Reporting for Payroll	Per User/ Per Month	$13.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-091-WI	JD Edwards EnterpriseOne Self-Service Human Resources	Per User/ Per Month	$21.53	EULA	US
54151ECOM	Denovo Ventures, LLC	101-092-WI	JD Edwards EnterpriseOne Time and Labor	Per User/ Per Month	$25.60	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-093-WI**	**JD Edwards EnterpriseOne Tools & Technology Suite, which includes:**	**Per User/ Per Month**	**$40.01**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-094-WI	*JD Edwards EnterpriseOne Core Tools and Infrastructure (EXCLUDED FROM SUITE)*	Per User/ Per Month	$23.04	*EULA*	*US*
54151ECOM	Denovo Ventures, LLC	101-095-WI	Oracle Technology Foundation for JD Edwards EnterpriseOne	Per User/ Per Month	$26.07	EULA	US
54151ECOM	Denovo Ventures, LLC	101-096-WI	Oracle TopLink and Application Development Framework	Per User/ Per Month	$5.32	EULA	US
54151ECOM	Denovo Ventures, LLC	101-097-WI	JD Edwards EnterpriseOne One View Reporting Foundation	Per User/ Per Month	$13.07	EULA	US
54151ECOM	**Denovo Ventures, LLC**	**101-098-WI**	**Application Integration Architecture Suite, which includes:**	**Per User/ Per Month**	**$2,164.82**	**EULA**	**US**
54151ECOM	Denovo Ventures, LLC	101-099-WI	Application Integration Architecture Foundation Pack	Per User/ Per Month	$492.17	EULA	US
54151ECOM	Denovo Ventures, LLC	101-100-WI	Oracle Demantra Sales and Operations Planning Integration to Hyperion Planning	Per User/ Per Month	$381.22	EULA	US
54151ECOM	Denovo Ventures, LLC	101-101-WI	Oracle Project Portfolio Management Integration Pack for Primavera P6 and JD Edwards EnterpriseOne	Per User/ Per Month	$734.23	EULA	US
54151ECOM	Denovo Ventures, LLC	101-102-WI	Oracle Utilities Customer Care and Billing Integration to JD Edwards Financials for General Ledger and Accounts Payable	Per User/ Per Month	$63.51	EULA	US

SIN	Manufacturer	Part Numbe	Product Description	Unit of Issue	GSA Price w/ IFF	Warranty	COO
All of the following services with implementation include: Initial setup fees; Hardware and infrastructure costs; Technical managed services (backups, patches, technical tools and application upgrades); 24/7/365 help desk services: Functional support services: Development services: Oracle software: Ongoing training: Project management: Design, configuration, and testing services: Initial development (data conversion, reports, and integration with third party solutions); Initial training services; Post go-live support; System and training documentation.							
54151ECOM	Denovo Ventures, LLC	101-103-WI	Oracle Design to Release Integration Pack for Agile Product Lifecycle Management and JD Edwards EnterpriseOne	Per User/ Per Month	$734.23	EULA	US
54151ECOM	Denovo Ventures, LLC		UPK				
54151ECOM	Denovo Ventures, LLC	101-104-WI	Oracle User Productivity Kit Standard - Developer	Per User/ Per Month	$177.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-105-WI	Oracle User Productivity Kit Standard - User	Per User/ Per Month	$5.02	EULA	US
54151ECOM	Denovo Ventures, LLC	101-106-WI	Oracle User Productivity Kit Standard - Employee	Per User/ Per Month	$4.51	EULA	US
54151ECOM	Denovo Ventures, LLC	101-107-WI	Oracle User Productivity Kit Professional - Developer	Per User/ Per Month	$177.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-108-WI	Oracle User Productivity Kit Professional - User	Per User/ Per Month	$5.12	EULA	US
54151ECOM	Denovo Ventures, LLC	101-109-WI	Oracle User Productivity Kit Professional - Employee	Per User/ Per Month	$4.61	EULA	US
54151ECOM	Denovo Ventures, LLC		User Productivity Kit Content Materials for Manufacturing and Supply Chain Management Suite (up to 4,000 employees)				
54151ECOM	Denovo Ventures, LLC	101-110-WI	JD Edwards EnterpriseOne UPK for Blend Management	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-111-WI	JD Edwards EnterpriseOne UPK for Configurator	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-112-WI	JD Edwards EnterpriseOne UPK for Grower Management	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-113-WI	JD Edwards EnterpriseOne UPK for Grower Pricing and Payments	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-114-WI	JD Edwards EnterpriseOne UPK for Manufacturing Management Engineer to Order	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-115-WI	JD Edwards EnterpriseOne UPK for Manufacturing Management, Process Manufacturing	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC		User Productivity Kit Content Materials for Financial Management				
54151ECOM	Denovo Ventures, LLC	101-116-WI	JD Edwards EnterpriseOne UPK Accounts Payable	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-117-WI	JD Edwards EnterpriseOne UPK Accounts Receivable	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-118-WI	JD Edwards EnterpriseOne UPK for Fixed Assets Accounting	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-119-WI	JD Edwards EnterpriseOne UPK General Ledger	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC		User Productivity Kit Content Materials for Supply Chain Management				
54151ECOM	Denovo Ventures, LLC	101-120-WI	JD Edwards EnterpriseOne UPK for Advanced Pricing	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-121-WI	JD Edwards EnterpriseOne UPK Inventory Management	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-122-WI	JD Edwards EnterpriseOne UPK Manufacturing - PDM	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-123-WI	JD Edwards EnterpriseOne UPK for Sales Order Management	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC		User Productivity Kit Content Materials for Supplier Relationship Management				
54151ECOM	Denovo Ventures, LLC	101-124-WI	JD Edwards EnterpriseOne UPK Procurement and Subcontract Management	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-125-WI	JD Edwards EnterpriseOne UPK for Manufacturing Management Discrete Shop Floor Management	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC		User Productivity Kit Content Materials for Asset Lifecycle Management				
54151ECOM	Denovo Ventures, LLC	101-126-WI	JD Edwards EnterpriseOne UPK for Advanced Real Estate Forecasting	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-127-WI	JD Edwards EnterpriseOne UPK for Real Estate Management	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC		User Productivity Kit Content Materials for Project Management				
54151ECOM	Denovo Ventures, LLC	101-128-WI	JD Edwards EnterpriseOne UPK for Homebuilder Management	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC		User Productivity Kit Content Materials for Human Capital Management				
54151ECOM	Denovo Ventures, LLC	101-129-WI	JD Edwards EnterpriseOne UPK for Human Capital Management Fundamentals	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-130-WI	JD Edwards EnterpriseOne User Productivity Kit for Human Resources, Benefits	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC	101-131-WI	JD Edwards EnterpriseOne UPK for Time and Labor	Per User/ Per Month	$177.97	EULA	US
54151ECOM	Denovo Ventures, LLC		Other User Productivity Kit Content Materials				
54151ECOM	Denovo Ventures, LLC	101-132-WI	JD Edwards EnterpriseOne UPK Fundamentals for EnterpriseOne	Per User/ Per Month	$177.97	EULA	US

Denovo

☐ A check in this box indicates that this agreement has been changed from the original.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "***MSA***"), dated as of the [00] day of [month], [year] ("***Effective Date***"), is by and between DENOVO VENTURES, LLC, a Colorado limited liability company ("***Denovo***"), and [enter company name], a [enter state, enter corporation or LLC] (the "***Client***") (each a "***Party***" and together the "***Parties***").

RECITAL

Client desires to engage Denovo to provide certain products and services, and Denovo desires to provide such products and services, pursuant to the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this MSA agree as follows:

1. ***Construction***. This MSA sets forth the general terms and conditions of the Agreement. For each service Denovo offers, there is a Supplement and a Statement of Work that sets forth more specifically the Services and Service Levels Denovo will provide the Client. If the Client requests software-as-a-service, hosting or other services that require a software product purchase, in addition to an SOW, Denovo will provide an Order Document. Each SOW and/or Order Document(s) combined with the corresponding Supplement and MSA shall constitute an independent contract. To the extent there are inconsistencies between the MSA, the Supplement and the SOW, and the Multiple Award Schedule (MAS), the Multiple Award Schedule contract will govern and control over the Supplement and the SOW. The terms and conditions of the Order Document apply exclusively to the products therein.

2. ***Definitions***. The bold and italicized terms are defined as follows. Capitalized terms not otherwise defined here shall be defined in the context in which they are used and shall have the meanings therein indicated. Capitalized terms not defined herein shall have the meaning attributed to them in the applicable Supplement, Attachment, SOW or Order Document.

(i) ***Aggregated Data***. Any aggregated and statistical data derived from the operation of the Services, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service

(ii) ***Agreement.*** Each SOW, Order Document(s), and/or Multiple Award Schedule contract combined with the corresponding Supplement and the MSA

(iii) ***Change***. The addition, subtraction or change to any Services related to the SOW; a change that results in increased or reduced fees for applicable Services; and changes to the Service Levels not agreed to as part of the SOW

(iv) ***Claim***. Third party claims against the Client that any Work Product infringes a presently existing United States copyright or constitutes misappropriation of unlawful disclosure or use of a third party's trade secrets

(v) ***Client Applications.*** All software programs, including any source code for such programs, that the Client or the Client's clients provide in connection with the Hosting Services

(vi) ***Client Data.*** Client's Confidential Information and all text, files, images, graphics, information, data, illustrations, personal data, video, audio, photographs, and other content and material in any format, provided or uploaded by the Client in connection with the Agreement

(vii) ***Confidential Information***. Any proprietary information or data (including the terms of the Agreement), Trade Secrets (as defined below) and any other information designated as confidential by either Party is considered confidential

(viii) ***Denovo Background Materials***. The various concepts, ideas, recommendations, methods, methodologies, procedures, processes, know-how and techniques, templates, programs, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, development tools (including without limitation general purpose consulting and software tools), utilities and routines, and logic, integrations, coherence and methods of operation of systems that Denovo has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, or acquire or otherwise obtain rights in

(ix) ***Denovo Intellectual Property***. Denovo Background Materials or any of its other intellectual property or property

(x) ***Dispute***. Any dispute, claim or controversy arising out of or relating to the Agreement, including without limitation a dispute regarding an alleged breach of the Agreement and a dispute regarding the arbitrability of the Dispute Resolution section

(xi) ***Fees*** or ***Charges***. Any fees or charges for the Services and/or Software Products described in the Multiple Award Schedule Contract.

(xii) ***Law***. Any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction of or by any Federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign or international

(xiii) ***Order Document.*** A document setting forth software products and pricing as established in the Multiple Award Schedule Contract.

(xiv) ***Service***. Generally, all of the services Denovo agrees to provide the Client as set forth in the SOW

(xv) ***Statement of Work*** or ***SOW***. A statement of work that sets forth more specifically the Services and Service Levels Denovo will provide the Client.

(xvi) ***Supplement***. An addendum that provides terms and conditions specific to one line of service that Denovo offers

(xvii) ***Termination Date***. The date on which the Agreement is terminated or expires

(xix) ***Trade Secrets***. Denovo' trade secrets including, without limitation, various computer systems and programs, techniques, developments, improvements, inventions, and processes that are, or may be, produced in the course of Denovo's operations, including any other information not generally known concerning Denovo or its operations, including, products, suppliers, markets, sales, internal costs, costs, margins, profits, client

needs and lists, and the pricing information made available in the Agreement or other information acquired, disclosed, or made known to employees or agents while in the employ of Denovo, which, if used or disclosed, could adversely affect Denovo's business or give competitors an advantage.

(xx) ***Work Product***. Any software modifications, enhancements, interfaces, together with related specifications, design documents, flow charts, documentation, training manuals, reports, and other tangible work product developed by Denovo with Denovo Intellectual Property for the Client

3. ***Scope of Services***. Denovo offers services including, without limitation, consulting services, hosting services, software-as-a-service, managed services and disaster recovery services. Denovo agrees to provide one or more of these services as set forth in the applicable SOW on the terms and conditions set forth in the Agreement. Denovo also offers cloud hosting solutions. The Parties agree that the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client. Such Services are exclusively for the use of the Client and any of its employees or authorized users.

4. ***Payment***.

(a) ***Fees and Expenses***. Each SOW or Order Document shall set forth the Fees as established by the Multiple Award Schedule Contract.

(b) ***Invoices***. Denovo will provide the Client with an invoice from time to time or when specified in the SOW. Each invoice shall set forth the Fees and Expenses owed to Denovo in reasonable detail, the SOW and/or Order Document reference numbers, and, when applicable, the number of hours spent by Denovo personnel in providing the Services during the period invoiced.

(c) ***Method of Payment***. Unless otherwise agreed to in writing by both Parties, all amounts to be paid to Denovo under the Agreement shall be paid in U.S. dollars and may be made using electronic or automated clearing house (ACH), automatic bill pay mechanisms, or by federal wire transfer to the account or accounts designated in the applicable invoice. If no such account is designated in an invoice, payment should be made to the account below:

Denovo Ventures, LLC
ACH/Wire: CIT Bank, N.A.
ABA/Routing: 322270288
Account: 1822000629
Beneficiary CIT Customer Account Name: Denovo Ventures, LLC

For international wire instructions please contact AR@Denovo-us.com

5. ***Term and Termination***.

(a) ***Term***. This MSA shall commence on the Effective Date and remain in effect for the Term as set forth under the Multiple Award Schedule Contract. unless earlier terminated in accordance with the Multiple Award Schedule Contract.

(b) ***Termination for Cause by Either Party***. Either Party may terminate the Agreement as provided by the Multiple Award Schedule Contract.

6. ***Employment Matters.***

(a) ***Independent Contractor.*** Denovo shall provide Services as an Independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or principal-agent. Neither Party is, nor shall represent itself to be, an agent, partner, fiduciary, joint venture, co-owner or representative of the other.

7. ***Assignment and Subcontracting.***

(a) Neither Party shall assign any portion of the Agreement without the express and prior written consent of the other Party.

8. ***Confidentiality.***

(a) ***General.*** Any proprietary information or data (including the terms of the Agreement), Trade Secrets (as defined below) and any other information designated as confidential by either Party is considered confidential (***"Confidential Information"***). To the extent that either Party comes into possession of any Confidential Information of the other Party in connection with the Agreement, such Party agrees to use the Confidential Information of the other Party solely for the purposes of the Agreement, and will not disclose such Confidential Information to any third party except as required under the Freedom of Information Act (FOIA) and (e) below.

(b) ***Exclusions.*** Notwithstanding any provision herein to the contrary, Confidential Information shall not include information that (i) is or becomes publicly available (other than by breach of the Agreement), (ii) was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party reasonably believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party, (iii) is developed by the receiving Party independent of and without reference to any Confidential Information of the disclosing Party, or was known by the receiving Party prior to any disclosure of such information made by the disclosing Party, in each case as evidenced by the receiving Party's written records, or (iv) is disclosed with the written consent of the owner of the Confidential Information.

(c) ***Protection.*** Each Party shall maintain the confidentiality of the Confidential Information of the other Party using at least the same degree of care as it employs in maintaining the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.

(e) ***Compelled Disclosure.*** Notwithstanding the above, the receiving Party shall not be in violation of this confidentiality obligation with regard to a disclosure that was in response to a valid order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory or professional standards, provided that the receiving Party provides the disclosing Party with reasonably prior written notice of such disclosure in order to permit the disclosing Party to seek confidential treatment of such information.

(f) ***Trade Secrets.*** Denovo employs trade secrets including, without limitation, various computer systems and programs, techniques, developments, improvements, inventions, and processes that are, or may be, produced in the course of Denovo's operations, including any other information not generally known concerning Denovo or its operations, including, products, suppliers, markets, sales, internal costs, costs, margins, profits, client needs and lists, and the pricing information made available in the Agreement or

other information acquired, disclosed, or made known to employees or agents while in the employ of Denovo, which, if used or disclosed, could adversely affect Denovo's business or give competitors an advantage (***"Trade Secrets"***). Such Trade Secrets contain privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by Denovo. Because it would cause irreparable harm to Denovo if any of its Trade Secrets were known to its competitors, it is Denovo's policy that the Trade Secrets not be disclosed to any party other than the Client. In the event that the Client is a public entity and awards a contract to Denovo, the Client shall have the right to disclose as required pursuant to the Freedom of Information Act (FOIA).

9. ***Ownership of Intellectual Property***.

(a) ***Denovo Ownership***.

(i) To the extent that Denovo uses Denovo Background Materials or any of the Denovo Intellectual Property in connection with the performance under the Agreement, Denovo shall retain all right, title and interest in and to Denovo Intellectual Property.

(ii) All rights, title and interest in **Work Product** (installed and configured software and documentation) shall vest in Denovo unless otherwise expressly provided in the applicable SOW.

(iii) Except for any license expressly granted in the Agreement, neither the Client nor any third party shall acquire right, title or interest in or to Denovo Intellectual Property or Work Product (installed and configured software and documentation).

(b) ***Client Ownership***. The Client shall retain all right, title or interest to the Client Data.

(c) ***Infringement Indemnity***.

(i) ***Infringement Indemnity***. Denovo agrees to hold harmless the Client against Claims so long as the Client promptly notifies Denovo in writing of the Claims. Denovo pay any costs or damages that may be finally awarded by a court of competent jurisdiction against the Client. Denovo will not indemnify the Client, however, if the Claim is caused by (i) the Client's misuse or modification of the deliverables in a manner that causes the infringement; (ii) the Client's use of the deliverables in combination with any hardware, software or information not owned or developed by Denovo; (iii) the Client's failure to use corrections or enhancements to such deliverables made available by Denovo, (iv) the Client's distribution, marketing or use for the benefit of third parties of such deliverables or (v) information, specifications, software or materials provided by the Client or a third party. If any deliverable constituting a portion of the Work Product is, or in Denovo's judgment is likely to become, the subject of a Claim, Denovo, at its expense and option, shall either (a) procure the right for the Client to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Work Product and refund to the Client the fees paid for such Work Product less a reasonable amount for the Client's use of the Work Product up to the time of return.

(ii) ***Exclusive Remedy***. The foregoing constitutes the Client's sole and exclusive remedy and Denovo's entire liability with respect to infringement claims.

11. ***Limitation of Liability***.

(a) ***Limitation of Liability***. EXCEPT FOR INDEMNIFICATION CLAIMS AND MATTERS RELATING TO BREACHES OF THE SECTIONS ON INTELLECTUAL PROPERTY AND/OR CONFIDENTIALITY, IF DENOVO SHALL BE LIABLE TO THE CLIENT FOR ANY MATTER RELATING TO OR ARISING FROM THE AGREEMENT, WHETHER BASED UPON AN

ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, THE AGGREGATE AMOUNT OF DAMAGES RECOVERABLE AGAINST DENOVO WITH RESPECT TO ANY AND ALL BREACHES, PERFORMANCE, NONPERFORMANCE, ACTS OR OMISSIONS HEREUNDER WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID BY THE CLIENT TO DENOVO UNDER THE SOW OR ORDER DOCUMENT PURSUANT TO WHICH DENOVO IS PERFORMING THE SERVICES OR SELLING THE PRODUCTS GIVING RISE TO SUCH BREACH.

(b) ***Exclusion of Damages***. IN NO EVENT SHALL EITHER PARTY OR ITS PERSONNEL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) NOR SHALL THEY BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

(c) ***Limitation on Actions***. No action, regardless of form, arising under or relating to the Agreement, may be brought by either Party more than one year after the event giving rise to the cause of action has occurred, except that an action for non-payment may be brought by a Party not later than one year following the date of the last payment due to such Party hereunder.

(d) ***Subcontractor Liability***. The exclusions and limitations of liability under the Agreement will operate to the benefit of Denovo's subcontractors under the Agreement to the same extent that such provisions operate to the benefit of Denovo. Any limitations of liability hereunder will be computed for Denovo and its subcontractors in the aggregate. Denovo's subcontractors shall be deemed third-party beneficiaries of this Section.

12. ***Insurance***. Denovo shall at its own expense maintain commercial automobile liability insurance and either commercial general liability insurance or, if necessary, professional liability insurance with minimum coverage as outlined below:

(a) ***Business Automobile Liability***. Covering all vehicles that Denovo owns, hires, or leases with a limit of no less than $1,000,000 per accident/employee.

(b) ***Commercial General Liability***. Including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with a minimum limit of no less than $1,000,000 each occurrence and a minimum limit of $2,000,000 in the aggregate.

(c) ***Professional Liability Insurance***. Including Errors and Omissions coverage with a limit of no less than $5,000,000 per occurrence and in the aggregate.

14. ***Authority***. Denovo represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state in which it is organized or incorporated, (ii) it has all requisite power and authority to enter into the Agreement and to perform its obligations hereunder, and the execution of the Agreement and (iii) it has been duly authorized to consummate the transactions contemplated in the Agreement.15. ***Law and Regulation***. Each Party shall be responsible for obeying Laws applicable to its business, including, without limitation, data privacy, intellectual property, employment and tax laws.

16. ***Miscellaneous***.

(a) ***Modification***. The Agreement may not be modified or amended except by a Supplement or other written instrument executed by or on behalf of each of the Parties to the Agreement which specifically states that it amends the Agreement.

(b) ***Waiver***. The failure of either Party to insist upon strict performance of any of the provisions contained in the Agreement shall not constitute a waiver of its rights as set forth in the Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party.

(c) ***Survival***. The provisions of Sections 4, 6, 7, 8, 9, 10, 11, 13, 15, 16 and 17 shall survive, notwithstanding the termination or invalidity of the Agreement for any reason.

(d) ***Entire Agreement***. The Agreement, including any addenda, exhibits, attachments, Supplements, SOWs Schedules, and the Multiple Award Schedule Contract, constitutes the entire agreement between Denovo and the Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the Agreement.

(e) ***Force Majeure***. Except for payment of money, neither Party shall be liable for any delays or other non- performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions of the other Party or third parties, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

(f) ***Notices***. Wherever under the Agreement one Party is required or permitted to give notice to the other Party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier, sent by certified mail (return receipt requested), or sent by email. Any such notice shall be deemed given when actually received and shall be addressed as follows:

If to Client:

_____
_____
_____
Attention: _____
Facsimile: _____

If to Denovo:

Denovo
6400 Lookout Road, Suite 101
Boulder, CO 80301
Attention: Legal Department Email:legal-notices@denovo-us.com

With a copy to:

Sloan & Roberts, PLLC Attention: Andrew Roberts 5151 Belt Line Road
Suite 1050
Dallas, Texas 75254-6738 214-987-6070
214-987-6071 fax
Email: andrew@sloanandroberts.com

Either Party may change its address for notices upon giving written notice of the change to the other Party in the manner provided above.

(g) ***No Third Party Beneficiaries***. Nothing contained in the Agreement is intended to confer upon any person (other than the Parties hereto, the Indemnities specifically identified in Section 10, and any subcontractors expressly mentioned elsewhere in the Agreement) any rights, benefits or remedies of any kind or character whatsoever, and, except as otherwise specifically stated herein, no person shall be deemed a third party beneficiary under or by reason of the Agreement.

(h) ***Counterparts***. The Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart. A facsimile or other electronic copy of a signature on the Agreement shall be acceptable as and deemed to be an original signature.

(i) ***Severability***. If any term or condition of the Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of the Agreement are declared severable.

[SIGNATURE PAGE TO FOLLOW]

Denovo

IN WITNESS WHEREOF, Denovo and the Client have executed this MSA as of the date first set forth above.

DENOVO VENTURES, LLC

By: _____

Name: _____

Title: _____

Date: _____

[CLIENT]

By: _____

Name: _____

Title: _____

Date: _____

Denovo

☐ A check in this box indicates that this agreement has been changed from the original.

HOSTING SERVICES STATEMENT OF WORK

This HOSTING SERVICES STATEMENT OF WORK ("***Hosting Services SOW***"), dated as of [00] day of [month], [year] ("***Effective Date***"), is by and between DENOVO VENTURES LLC, a Colorado limited liability company ("***Denovo***"), and [enter company name], a [enter state, enter corporation or LLC] (the "***Client***") (each a "***Party***" and together the "***Parties***").

Pursuant to Section 3 (Scope of Services), in the Master Services Agreement (MSA) and the applicable Hosting Services Supplement, Denovo and Client desire to enter this Statement of Work for the performance by Denovo of certain enterprise hosting services, described herein. This Statement of Work provides details of the Services, related Products if any, Definitions, Service-specific terms, the responsibilities of the party's one- time and recurring fees, Change Order Process, and third party license agreements as applicable.

1. ***Definitions.***

As used in this Statement of Work the following terms shall have the respective meanings set forth herein. Other terms used in this Statement of Work are defined in the context in which they are used and shall have the meanings therein indicated.

(i) ***Agreement.*** Each SOW and/or Order Document(s) combined with the corresponding Supplement Multiple Award Schedule Contract and MSA shall constitute an independent task order contract

(ii) ***Change***. The addition, subtraction or change to any Services related to the SOW; a change that results in increased or reduced fees for applicable Services; and changes to the Service Levels not agreed to as part of the SOW

(iii) ***Change Order Process***. The process by which Changes are made to the Services and more fully described in Section 18 of the SOW

(iv) ***Change Order Request*** or ***COR***. The form the Parties will use to communicate changes to the Services. The Change Order Process is defined in Section 18 of this Statement of Work

(v) ***Customer Care Portal***. A web based service that allows Clients to report problems, request information and view system availability metrics.

(vi) ***Disaster***. An unplanned event or condition that causes a complete loss of availability to production environments hosted by Denovo

(vii) ***Hosting Services***. The services denoted as hosting services in the SOW and the services in connection with the ongoing computing infrastructure and infrastructure support services associated with providing reliable application

(viii) ***Incident***. An unplanned interruption or reduction in the quality of Services that adhere to severity levels set forth in Section 11 of this Statement of Work

(ix) ***Initial Term.*** The period effective from the primary Service Start Date to the planned Services termination date

(x) ***In-Scope.*** Services that are covered under the base agreement between Denovo and Client

© Denovo - Confidential Trade Secret

(xi) ***Out-Of-Scope.*** Services that are NOT defined as Services under the base agreement between Denovo and Client, and that may require an additional Statement of Work

(xii) ***Service***. Generally, all of the services Denovo agrees to provide the Client as set forth in the SOW

(xiii) ***Service Availability Objective.*** The various specifics of services availability (including without limitation uptime objectives, and downtime credits), which is more fully described in the Hosting Services Supplement

(xiv) ***Service Start Date***. The date Denovo notifies Client (in writing via email) of environment readiness and enables access to the Services for Client use, and monthly recurring billing begins

(xv) ***SOW Term.*** The period of time beginning with the Service Start Date stated in this Statement of Work and continuing through the end of all Initial Term(s) and any renewal term(s).

2. ***Service Levels.*** Denovo will provide the Client with Services to support the Service Level Objectives set forth in Section 4 (Service Levels), of the Hosting Supplement. In addition, Denovo, in its discretion, will provide any services that are necessary to perform the Hosting Services and any additional services to which the Parties may mutually agree through the Change Order Process as set forth in Section 18 of the Hosting Statement of Work.

3. ***Monitoring of the Hosted Environment.*** Base monitoring for systems will be performed via ICMP, SNMP, XML, and/or SOAP for WMI agent queries where applicable. Monitoring is per interval, with thresholds. Monitoring requires in-band communications with the underlying operating system, and local administrative access or domain/group policy access with an administrative account.

Five (5) minute interval with thresholds (if available by device)

- Polling of IP address
- Polling of CPU usage. (LCL 0%, UCL 95%)
- Polling of swap memory usage. (LCL 0%, UCL 95%)
- Polling of physical memory usage. (LCL 0%, UCL 95%) ** NOTE** for Unix/Linux UCL 100%
- Polling of system latency from poller to device (LCL 0ms, UCL 500ms)
- Service monitoring, with per service event generation (all service monitoring is off by default services must be specified for event generation).
- Process monitoring; with per process event generation (all process monitoring is off by default; critical processes must be specified).

Fifteen (15) minute interval with thresholds where applicable (if available by device)

- Polling of interface statistics for IO throughput, (LCL -1%, UCL 94%)
- Polling of interface statistics for discards, (LCL -1, UCL 1000)
- Polling of interface statistics for errors (CRC, FCS, RUNT, JUMBO), (LCL -1, UCL 30)
- Polling of file system usage (LCL 0%, UCL 93%)
- One (1) hour interval or longer with thresholds where applicable (if available by device)

- Software package monitoring, revision and installation date
- Polling of chassis health (Power, Temp, Fan Status)

4. ***Management of the Hosted Environment.*** Denovo uses a variety of software tools to monitor the availability and performance of Client's production services environment and the operation of infrastructure and network components.

Denovo engineers will perform the following In-Scope services:

- Reactive Patch management addition or removal, including operating system, and drivers. Patching is driven by the necessity due to an incident or identified critical/exploited vulnerability
- Creation/removal of user accounts
- Creation/modification of scripts and/or batch files for log management, common tasks
- Group policy creation or modification for Active Directory or system roles
- Software package and licensing audits

Denovo is not responsible for the following Out-Of-Scope Services:

- General consultation and system design/architecture
- Major Release Upgrades for the Application (ie. 9.0 to 9.1, that would be a separate SOW)

5. ***Application installation***

Technical Managed Services. Denovo will provide the Client with Technical Managed Services including; Configurable Network Computing (CNC) and Database Administration (DBA) Services. In addition, Denovo, in its discretion, will provide any services that are necessary to perform the Technical Managed Services and any additional services to which the Parties may mutually agree through the Change Order Process.

Denovo has a knowledgeable and experienced team of CNC consultants to help the Client adapt software solutions to the Client's business requirements. With Denovo CNC Managed Services, the Client will receive system administration and expert technical support services, including package management, regular JD Edwards updates, performance monitoring and troubleshooting, without the business risk associated with depending too heavily on one individual. Our US-based Managed Services for the Client's JD Edwards applications will be provided through remote means, between the hours of 7:00 am – 5:00 pm Mountain Time Monday through Friday, excluding public holidays.

The following is a list of Technical Managed Services that are In-Scope:

Services EnterpriseOne	Frequency	Included	Denovo/CNC	Time Period
Printer Setup and Maintenance	As Needed	Yes	Yes	7AM-5PM
Development Package Build-Update(DV/PY)	3-Weekly	Yes	Yes	7AM-5PM
Development Package Build-Full(DV)	1-Monthly	Yes	Yes	7AM-5PM
Prototype Package Build-Full(PY)	1-Monthly	Yes	Yes	7AM-5PM
Production Package Build-Update	1-Weekly	Yes	Yes	7AM-5PM
Production Package Build-Full	1-Monthly	Yes	Yes	7AM-5PM
Environment Refresh-Data/Objects	1- Quarterly	Yes	Yes	7AM-5PM

 © Denovo - Confidential Trade Secret

Environment/Path Code/OMW Maintenance	As Needed	Yes	Yes	7AM-5PM
OCM Maintenance	As Needed	Yes	Yes	7AM-5PM
Purge PrintQ and log directories. Purge Workflow	Monthly	Yes	Yes	7AM-5PM
Technical Assistance and Troubleshooting	As Needed	Yes	Yes	7AM-5PM
Technical Assistance and Troubleshooting-Sev 1	As Needed	Yes	Yes	24/7
Services				
Installation of EnterpriseOne ESU's	As Needed	Yes	Yes	7AM-5PM
Installation of EnterpriseOne Tools releases	Annually	Yes	Yes	7AM-5PM
Installation of EnterpriseOne application updates	As Needed	Yes	Yes	7AM-5PM
Security Administration	As Needed	Yes	Yes	7AM-5PM
Technical Diagnosis/Performance/Design Improvements				
System Audit and Recommendation	Annual	Yes	Yes	7AM-5PM
Security Audit and Recommendation	Annual	Yes	Yes	7AM-5PM
Performance Tuning and Optimization	As Needed	Yes	Yes	7AM-5PM
Monitoring Services				
Infrastructure Monitoring	Ongoing	Yes	Yes	24/7

In order for Client's existing environment to qualify for managed Services, the following requirements must be met:

- All Servers, Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running a supported version as it relates to the ERP version of the software and have all of the latest Microsoft Service Packs and Critical Updates installed. This is especially important as it relates to supported browser versions.
- All Desktop Software must be Genuine, Licensed and Vendor-Supported.
- The environment will have a currently licensed, up-to-date and Vendor-Supported server-based antivirus solution protecting all servers and developer workstations.

The following Services are NOT included and are considered Out-Of-Scope:

- The cost of any Software Renewal or Upgrade Fees of any kind.
- The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
- The cost to bring Client's environment up to minimum standards required for Services.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors not under control of Denovo employees.
- Maintenance of other application software packages besides EnterpriseOne.
- Programming (modification of software code) and program (software) maintenance unless as specified in the Services table.
- Training Services of any kind unless specified in the Services table.

6. ***Application Managed Services.*** Denovo will provide the Client with Application Managed Services including; JD Edwards functional support, Business Process Analysis, application configuration and troubleshooting. In addition, Denovo, in its discretion, will provide any services that are necessary to perform the Application Managed Services and any additional services to which the Parties may mutually agree through the Change Order Process.

Application Support Services allows our Clients to be supported by a Functional Expert in a particular area of an application, such as Financials, HR, One View Reporting, creating UPKs (videos on how a process works within JD Edwards from the end-users' perspective). With its extensive experience in JD Edwards' applications and technology, Denovo provides functional application support delivered as Application Managed Services.

Application Managed Services can help IT organizations to reduce costs while improving support of their Oracle JD Edwards (JDE) ERP environment.

Examples of Application Managed Services for JD Edwards include:

- Assistance with annual 1099 creation
- Help with reports (and/or One View Reporting)
- How to do a specific function within a specific module (eg. GL, A/R, A/P, Inventory Control, or any other JD Edwards Module)

Denovo's team is schooled in process development and process improvements, and we apply these skills in our Client engagements. By embracing a service model governed by Service Availability Objective, Denovo can transform the delivery of application support within an organization. These improvements enable Clients to reallocate scarce, expensive JD Edwards development/support skills to more critical tasks. Application support will then be delivered by experienced Denovo employees who are available 24x7x365 to help resolve EnterpriseOne production problems.

7. ***Development Managed Services.*** If applicable, Denovo will provide the Client with Development Managed Services including; custom report development, custom modifications to existing applications and custom application development of net new applications. In addition, Denovo, in its discretion, will provide any services that are necessary to perform the Development Managed Services and any additional services to which the Parties may mutually agree through the Change Order Process.

Denovo will adhere to Client's application development policies and procedures if they are provided, if not, Denovo will adhere to the industry best practices we use as our standard. Denovo will develop, recommend and document changes to Client's application development policies and procedures manuals.

8. ***Services Scheduling.*** Application and Development Managed Services hours are best used when scheduled for specific projects, such as building a necessary report, helping to confirm a workflow, used to train employees on a specific process within JD Edwards, etc. To get the most benefit from the monthly hours and ensure the right resources are available when needed by the Client organization, we schedule our resources as far in advance as possible. This scheduling allows us to allocate the right resources by reserving them one week (minimum) in advance of the project. Hours are allocated on a monthly basis and must be fully consumed within the month, or the hours will no longer be available.

This approach helps Clients and Denovo. Recognizing that hours not used will not be available in the following month, Clients make the effort to schedule work that needs to be done rather than pushing it off for "later". For Denovo, scheduling of staff is easier because Clients submit their requests earlier rather than waiting until the end of the year or end of the quarter

Reserving staff can be accomplished in two ways:

1. The Client chooses a task start date that works best for them and sends the schedule to Denovo via the Customer Care Desk (Service Desk). Activities can be scheduled anywhere from one week to several months in advance. Clients simply open a ticket with the specifics of what support

they need (training on using a specific feature within a module, general questions, guidance on a process, specific report details, etc.) and when they have blocks of time available (eg. Mon 8-12, Tue 2-4 and/or Thursday 3-5). Service tickets are then assigned to the corresponding Denovo resource. The Denovo resource will confirm with the Client the times that match both the Client and the Denovo schedule. This allows all parties to ensure that when they need to work on a specific item, they can with the resources they need available. Optionally, the Client can request assistance from the Denovo Account Representative or the Denovo Project Manager.

2. The Client can also open a ticket that requests immediate action. These requests are often done for smaller, time sensitive items, such as when an auditor requests a special report. In these special cases, the Client may send the details of what is needed, the timeline of when it is needed, and a few time slots during which this service can be performed.

Using the Customer Care Portal as the hub for Application Support and Application Development requests helps Clients and Denovo track progress, deliverables and the hours consumed.

9. ***Customer Care Services (a.k.a. "Service Desk")***

Customer Care Services are high priority for Denovo and the focal point for Client interaction. Customer Care provides first and second level support. Denovo handles support of JD Edwards and 3rd party products (front end analytics, reporting tools, integration tools, or others) as follows:

1. When a user has an issue, it is communicated (via phone, email or Customer Care Portal) to the Service Desk by creating a Service Ticket.
2. The Service Desk reviews the Service Ticket and assigns it to the person responsible for supporting that Service Area (e.g., JD Edwards Financials, HR, One View Reporting or 3rd party applications such as ADP, Fusion Middleware, Create!forms, etc.). Depending on the Service Area, Denovo may have one or more persons assigned to support that function. It may be unique to a specific Client (because of uniqueness in their business needs); it may be unique to release levels (some staff support older release and some support more current releases); or it may be a function of the Client's Service Level Agreement (some Clients may have specific named persons to support service areas).
3. The Denovo person responsible receives the Service Ticket through Denovo's automated workflow system and communicates with the Client immediately upon receipt that they have been assigned the Service Ticket and are working their issue. This may result in an exchange of dialog/e-mails to further understand the issue. The person responsible will be a person knowledgeable about Client's specific Service Area.
4. If the person responsible is not able to personally resolve the issue they will call upon other members of the Denovo team either in the same Service Area or in a cross-functional area if the specific issue may relate to something outside of the product in question (e.g. a JDE application is not performing as expected, but the person responsible determines that the issue is not a JDE Application issue but rather a integration middleware issue and needs assistance from another Service Area).
5. Once the issue is resolved, it will be documented both at the Service Desk and with the individual who requested the Service Request.

Support and Escalation - Denovo will respond to Client's tickets under the provisions of Service Level Standards, and with best effort after hours or on holidays. Client must open tickets via phone, email or our web portal to our Service Desk. Each service request will be assigned a Trouble Ticket number for tracking.

Service outside Normal Working Hours - Emergency services (Severity 1) may be performed outside of the hours of 7:00 am – 5:00 pm Mountain Time Monday through Friday, excluding public holidays, shall not be billed separately and are included in this service. All other Services will be performed during coverage hours.

10. ***Hosting Support Policy.***

The support described in this Hosting Support Policy applies only for Denovo Hosting Services. The following table shows the response time commitment for incident-based issues.

Incident / Severity Definitions	Severity Level	Response Time
Client's production use of the Denovo Hosting Service is stopped or so severely impacted that Client cannot reasonably continue work. Client experiences a complete loss of service. The impacted operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics: 1. Data corrupted 2. A critical documented function is not available 3. Service hangs indefinitely, causing unacceptable or indefinite delays for resources or response 4. Service crashes, and crashes repeatedly after restart attempts Denovo will use reasonable efforts to respond to Severity 1 service requests within 15 Minutes. Denovo will work 24x7 until the Severity 1 service request is resolved, a reasonable work-around is put in place, or as long as useful progress can be made. Client must provide Denovo with a contact during this 24x7 period to assist with data gathering, testing, and applying fixes. Client is required to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Denovo.	 **Severity 1**	1 Hour
Client experiences a severe loss of service. Important features of the Denovo Hosting Services are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.	 **Severity 2**	1 Hours
Client experiences a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.	 **Severity 3**	4 Hours
Client requests information, enhancement, or documentation clarification regarding the Denovo Hosting Service, but there is no impact on the operation of such service. Client experiences no loss of service.	 **Severity 4**	8 Hours

At the time Denovo accepts a service request, Denovo will record an initial severity level of the service request based on the above severity definitions. Denovo's initial focus, upon acceptance of a service request, will be to resolve the issues underlying the service request. The severity level of a service request may be adjusted.

If, during the service request process, the issue no longer warrants the severity level currently assigned based on its current impact on the production operation of the applicable Hosting Service, then the severity level will be downgraded to the severity level that most appropriately reflects its current impact.

If, during the service request process, the issue warrants the assignment of a higher severity level than that currently assigned based on the current impact on the production operation of the applicable Hosting Service, then the severity level will be upgraded to the severity level that most appropriately reflects its current impact.

Client's shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact on the production operation of the applicable Hosting Service. Customer acknowledges that Denovo is not responsible for any failure to meet performance standards caused by Customer's misuse or misassignment of severity level designations.

For service requests that are escalated to the next level manager, the Denovo support analyst will engage the Denovo service request escalation manager who will be responsible for managing the escalation. The Denovo service request escalation manager will work with the Client to develop an action plan and allocate the appropriate Denovo resources. If the issue underlying the service request continues to remain unresolved, the Client may contact the Denovo service request escalation manager to review the service request and request that it be escalated to the next level within Denovo. To facilitate the resolution of an escalated service request, the Client is required to provide contacts within the Client's organization that are at the same level as that within Denovo to which the service request has been escalated.

Client questions or requests for an exception to the Denovo Hosting and Delivery Policy must be made via a service request.

Hosting Support Tiers - The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created. The issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by our most experienced, senior engineers who have the ability to collaborate with 3rd party (vendor) support engineers to resolve the most complex issues.

11. ***Backups.*** Denovo uses IBM Tivoli Storage Manager (TSM), a client/server tool for backing up and/or archiving data from various machines to a central server or tape. TSM performs a full back up the first time it backups a client's environment. After that it performs incremental backups or selective backups depending upon Client requirements. By default, Denovo will keep 14 versions of Client production data and 7 versions of Client test and development data. Two sets of tapes are created for each backup, with one being stored off- site for archiving purposes and one stored onsite for recovery and restore purposes. By default, Denovo uses an indefinite archiving and retention period, thus, we do not reuse archive tapes.

Backups are run nightly on all servers. Tapes are duplicated and sent off site daily. Any Client proposed Changes to Denovo's backup and retention policies require the Client to submit a Change Order Request. Denovo can help with best practices but it is up to the Client to determine acceptable policies. Denovo will monitor the Client's backups and an event will be triggered and a ticket opened after two consecutive failed backups. Engineers have 16 business hours to start work on the failed backups. Client assistance may be needed to help resolve the issue. If a new Device (Physical or Virtual) is needed to be backed up, a new Change Order Request must be submitted.

12. ***Disaster Recovery.*** Denovo is committed to minimizing down time due to any disasters or equipment failures. Disaster Recovery services are intended to provide service restoration capability in the case of a major disaster, as declared by Denovo, that leads to loss of a data center and corresponding service unavailability. These Disaster Recovery services apply only to Client production environments hosted by Denovo.

For the purposes of this policy, a "disaster" means an unplanned event or condition that causes a complete loss of availability to production environments hosted by Denovo. Denovo Hosting Services maintains a redundant and resilient infrastructure designed to maintain high levels of availability and to recover services in the event of a significant disaster or disruption. Denovo designs its Hosting services using principles of redundancy and fault-tolerance with a goal of fault-tolerance of a single node hardware failure.

Denovo Hosting Services can provide an infrastructure that incorporates a comprehensive data backup strategy. The Denovo Hosting can include redundant capabilities such as power sources, cooling systems, telecommunications services, networking, application domains, data storage, physical and virtual servers, and databases.

Denovo has three separate data centers that can function as primary and secondary sites for Denovo Hosting Services. Customer's production standby (secondary site) environment will reside in a data center separate from Customer's primary site. Denovo will commence the disaster recovery plan under this policy upon its declaration of a disaster, and will attempt to recover the production data and use reasonable efforts to re- establish the production environment at the secondary site.

Customer data is replicated in physically separate facilities in order to restore full services in the event of a disaster at a primary site. Backups are for Denovo's use in the event of a disaster.

Disaster recovery operations apply to the physical loss of infrastructure at Denovo facilities. Denovo reserves the right to determine when to activate the Disaster Recovery Plan. During the execution of the Disaster Recovery Plan, Denovo provides regular status updates to the Client.

(a) ***Disaster Recovery Services*** Denovo provides two options for Disaster Recovery: (1) "Instant Recovery" and (2) "Traditional Recovery". Descriptions of both offerings are listed below. Denovo will use one of several data centers for Disaster Recovery Services.

(i) ***Instant Recovery – Option One*** Instant recovery is designed to offer the quickest Recovery Time Objective (RTO). Depending upon the volume of servers to recover, the servers can be online and ready within three (3) hours. This solution also offers the most aggressive Recovery Point Objectives (RPO) in the industry and is designed to continuously replicate your data to our disaster recovery site. Continuous replication ensures near instant recovery. Another key benefit of Instant Recovery is the simplicity of fail back. After the disaster has been cleared, Client will have the ability to instantly fail back to the main data center without data loss and minimal outage.

(ii) ***Traditional Recovery – Option Two*** Traditional recovery is designed to be a more cost effective solution with less aggressive RTO and RPO. Traditional Recovery uses a tape recovery system to rebuild the environment if a Disaster Recovery is declared. There are different levels of RPO which Client can select, with the most common option being 24 hours. This solution is designed to have an RTO of 72-hours. Using Traditional Recovery, the fail back to the primary data center will require a tape "backup and restore" at the main data center.

(b) ***Recovery Details*** The disaster recovery service will utilize one of Denovo's data centers or a partner service, depending on the final requirements developed by Client and Denovo. Client will be entitled to one 48- hour recovery rehearsal per year, with 90-day notice. Denovo Disaster Recovery services are designed to allow connections from anywhere in the world so there is no need to travel to a Disaster Recovery site. This design helps reduce costs and increase the ability to meet aggressive RTOs.

(c) ***Recovery Time Objective*** Recovery time objective (RTO) is the maximum period of time between Denovo's decision to activate the recovery processes under this Policy to failover the service to the point at which Customer can resume production operations. If the decision to failover is made during the period in which an upgrade is in process, the RTO extends to include the time required to complete the upgrade. The RTO does not apply if any data loads are underway when the disaster occurs.

(e) ***Recovery Point Objective.*** Recovery point objective (RPO) the maximum period of data loss measured as the time from which the first transaction is lost until Denovo's declaration of the disaster.

Note: the RTO and RPO do not apply to Client customizations that depend on external components or third-party software. During an active failover event, non-critical fixes and enhancement requests are not supported. Customer will be solely responsible for issues arising from third party software and customizations to programs.

(f) ***Disaster Recovery Objectives.*** The following are the Denovo's disaster recovery support objectives:

(i) Denovo's top priority and objective is human health and safety.

(ii) Maximize the effectiveness of contingency operations through the established disaster recovery plan:

- Detect the service disruption or outage, determine the extent of the damage and activate the plan.
- Support the restoration of temporary operations, at a secondary site if applicable.
- Support the restoration of processing capabilities and resume operations.

(g) ***Disaster Recovery Costs*** For a summary of Disaster Recovery fees, please refer to Section 15 (Service Fees).

13. ***Assumptions and Limitations***

Additional support beyond the items covered under this SOW may be purchased from Denovo per the terms of the Multiple Award Schedule Contract.

Client is responsible for understanding sizing requirements for their environment. Denovo assumes Client has a general understanding and working knowledge of:

- Networking protocol (TCP, UDP, IP)
- Firewall policies
- Storage allocation requirements
- Operating system fundamentals

Denovo shall provide one (1) training session for multiple individuals via a web session. Additional requests for training may be subject to time and material fees as set forth in the Multiple Award Schedule Contract.

Client shall provide assistance in testing environment to ensure it is environment ready. Client shall provide all application support (Such as: updates, fixes, troubleshooting, etc.).

Any Change implemented by the Client that could affect the performance of Denovo's tools (i.e. management, monitoring, backup, anti-virus, etc.) or Denovo's ability to monitor/manage/support the environment must be agreed to by both parties, in writing, prior to implementation.

Client shall be responsible for all disaster recovery planning and services, including processes, equipment and performance. Disaster Recovery is not included unless specifically noted in this SOW, at which point, Client shall be responsible for recovery planning within the Client's company and environment as well as testing at least once a year.

Client is responsible for data migration of existing data.

Client shall advise Denovo of regulatory requirements or obligations which may affect Denovo's provision of the Services.

Denovo is not responsible for any Outage caused by other activities Client directs, denial of Service attacks, national or worldwide incidents of computer Viruses, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Denovo's other vendors), and other force majeure items as set forth under Denovo's Master Services Agreement provided that Denovo utilizes commercially reasonable efforts under the circumstances to minimize the impact of the force majeure event on the Client.

Client will not use, or permit use of, the Services in a manner, which is (i) illegal; (ii) infringes the patent, copyright, trademark, confidential information or intellectual property rights of a third party; or (iii) violates general standards of behavior on the Internet, collectively "Service Misuse". Client shall be responsible for any such Service Misuse and indemnify Denovo, its employees, affiliates, agents, licensors, suppliers and subcontractors against any liabilities arising from or relating to any such Service Misuse.

Client's system will have potential security vulnerabilities, even with the Services, including, but not limited to, the vulnerability of Client's network or systems to (i) access by persons within Client's organization which exceeds the authority granted to such persons; (ii) snooper attacks by persons granted access by Client to its network to obtain and misuse access codes, passwords and other data; (iii) physical access to equipment at Client sites; and
(iv) access to passwords and similar information that is written down or otherwise not afforded an appropriate level of protection by Client. Denovo does not guarantee that the Services will eliminate all risk or prevent damage from network or system security breaches such as the above.

14. ***Service Fees***

The following table outlines proposed one-time and monthly fees based on the Service options selected. Fees will commence the month following the Service Start Date. Taxes are not included. All fees are in U.S. dollars.

Denovo

Service Description	One Time Setup Fee	Monthly Fees
Denovo Hosting Services (Private Cloud) This service includes hardware, software, OS, application monitoring, proactive performance monitoring, 24/7- production support, Service Desk support, trouble tickets, Customer Care Portal, OS patching and OS upgrades. Denovo Hosting Services are described in ***Section 3 (Service Levels)***, ***Section 4 (Monitoring of the Hosted Environment***), and ***Section 5 (Management of the Hosted Environment),*** of the Hosting Services Statement of Work.	[$0000]	[$0000]
Technical Managed Services This service includes 24/7-production support and all CNC and DBA services. Denovo Technical Managed Services are described in ***Section 6 (Technical Managed Services),*** of the Hosting Services Statement of Work.		[$0000]
Application Managed Services This service may include application functional support, business process analysis, application configuration and troubleshooting. Application Managed Services are described in ***Section 7 (Application Managed Services)*** of this Hosting Services Statement of Work.		[$0000]
Development Managed Services This service may include custom modification or application development services. Denovo Development Managed Services are described in ***Section 8 (Development Services)*** of this Hosting Services Statement of Work.		[$0000]
Disaster Recovery Services Includes Disaster Recovery Services Option [1] or [2] RTO: [00] hours RPO: [00] hours Denovo Disaster Recovery Services are described in ***Section 13*** **(Disaster Recovery)** of the Hosting SOW.		[$0000]
Oracle JD Edwards Software		
Total One Time Setup	[$0000]	
Total Ongoing Monthly		[$0000]

(a) ***Fee Payment Schedule for Hosting Services.*** Unless otherwise specified, Denovo will invoice the Client on quarterly (3 Month) basis for Hosting Services to be delivered over the following three months, on the first of the month, commencing the month of the Service Start Date at the rates specified in ***Section 15.***

(b) ***Fee Payment Schedule for Consulting Services.*** Unless otherwise specified, Denovo will invoice the Client on a Bi-weekly basis, at the hourly rate specified in Section 15 (Service Fees), for additional Consulting Services delivered, but not included in the base agreement.

15. ***Pricing Assumptions.*** If it is necessary for Denovo to provide Time and Materials (T&M) Services for additional Client network discovery, the Denovo Professional Consulting Services group will provide a separate Statement of Work that defines timelines, tasks and the services rate per hour required to complete the work per the hourly rates established under the Multiple Award Schedule contract.

Client is responsible for proper execution of the agreement, any omission of pre-requisites or addition of services by Client shall result in a project Change Order Request, or support will be best effort on a next business day basis.

Additional Services requested by Client and added to the SOW within 90 days of Client's and Denovo's acceptance of the SOW ("Acceptance") will be priced according to the fees established under the Multiple Award Schedule Contract. Any additional Services requested by Client after 90 days from the date of Client and Denovo's Acceptance of the SOW will be subject to the ~~then current~~ rates for such Services set forth in the Multiple Award Schedule Contract.

Additional Services may be added or deducted via the Change Order Request process as defined in ***Section 8*** of this Statement of Work.

16. ***Statement of Work Acceptance.***

Subject to the notice provisions below, Denovo reserves the right to modify or discontinue Services and to introduce new Services and features. Denovo may make available to Client all new services and features offered to all of our other clients. Denovo may, in our sole discretion, discontinue a Service at any time. Denovo will give the Client 90 days' notice of the discontinuance of a Service. Discontinuance does not affect Orders accepted prior to the date of discontinuance, but new Orders for a Service will not be accepted after the date the Service is discontinued.

Denovo may, in our sole discretion, modify a Service from time to time, for example to work with new third party products and services and to stay current with changing standards. Denovo will give the Client 30 days written notice of the modification of a Service and of substantive modifications to a Service Description. Such modifications will affect both existing Services and new Orders. Within sixty (60) days of receipt of a notice of modification to a Service, Client may cancel Order(s) for that Service without liability for cancellation charges if the modification has made the Service materially less useful to Client.

17. ***Change Order Process.***

A Change Order Request ("***COR***") is the method by which either Party may communicate and eventually effectuate Changes to the Services. Please see the Change Order Request form. Only a duly warranted contracting officer may request a Change on behalf of the Client if the Client is the federal government.

The Client or Denovo may request Changes by initiating the Change Order Process. To initiate the Change Order Process, the Party requesting the Change must fill out the Change Order Request form attached hereto and submit it to the appropriate project leader of the other Party. The Change Order Request must at a minimum describe the requested Change in sufficient detail for the Client and Denovo to make a reasonable assessment of the request.

The Client and Denovo will review the Change Order Request promptly and follow up with each other as necessary for further clarification or to discuss the impact that the Change will have on the Services, deliverables, implementation schedule, Service Availability Levels, terms and conditions, and Client fees. A

Denovo

Change Order Request will not be effective nor will a Change be implemented unless the Change Order Request is executed by duly authorized representatives from both the Client and Denovo.

Upon mutual acceptance of the Change Order Request, it becomes part of the entire agreement between Denovo and the Client with respect to the subject matter hereof. Denovo will provide a copy of all mutually accepted Change Order Requests to the Client for future reference.

Each Party will be responsible for all costs and expenses incurred by it in participation of the Change Control Process unless otherwise agreed in writing. The failure of either Party to insist upon strict performance of the Change Order Request process for every Change shall not constitute a waiver of its rights as set forth in the Agreement, at law or equity.

[SIGNATURE PAGE TO FOLLOW]

Denovo

IN WITNESS WHEREOF, Denovo and the Client have executed this Statement of Work as of the date set forth above.

DENOVO VENTURES, LLC

By: _____

Name: _____

Title: _____

Date: _____

[CLIENT]

By: _____

Name: _____

Title: _____

Date: _____