



ORDERING DOCUMENT

Customer Name:	Adams County, Colorado	Customer Contact:	Bonnie Baas
Customer Location:	4430 S. Adams County Parkway Brighton, CO 80601	Phone Number:	(303) 827-2855
		Email Address:	BBaas@denovo-us.com

Oracle License Agreement Name: US-TGMA-270956 dated May 30, 2014

This Ordering Document (this "**Ordering Document**"), dated as of the 14th day of May, 2018 ("**Effective Date**"), is by and between DENOVO VENTURES, LLC, a Colorado limited liability company ("**Denovo**"), and Adams County, Colorado, a public sector entity organized under the laws of the State of Colorado (the "**Customer**") (each a "**Party**" and together the "**Parties**").

RECITAL

Denovo is an authorized reseller or distributor of certain products and services made available by Oracle America, Inc. ("**Oracle**"), and has been authorized by Oracle to sell and/or sublicense the hardware, program licenses and/or technical support services described in this Ordering Document to the Customer. The Customer desires to contract with, purchase and/or sublicense from Denovo such products, licenses and/or 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 Ordering Document agree as follows:

1. **Description of Products, Licenses and Services; Applicable Fees.** The Customer has ordered the hardware, program licenses and/or 12 months of technical support services set forth below pursuant to the terms of US-TGMA-270956 dated May 30, 2014 herewith (the "**Oracle Terms**"), and this Ordering Document. The Customer shall deliver to Denovo the Oracle Terms at the time of execution of this Ordering Document, and thereafter fully comply with the Oracle Terms. By placing this order, the Customer confirms that it has entered into and agreed to the Oracle Terms with Oracle. Software items listed on this Ordering Document, excluding operating system, integrated software, and integrated software options are considered "programs" as defined in the Oracle Terms. All programs, hardware, products and services ordering under this Ordering Document are subject to the terms set forth in the Oracle Terms and in all related Oracle documents. All fees on this Ordering Document are denominated in US Dollars.

Nothing in this Agreement shall be construed to create or to bind Customer to a multi-year fiscal obligation in violation of Colorado Constitution, Article 10 §20. Pursuant to C.R.S. § 29-1-110, the financial obligations of Customer after the current fiscal year are contingent upon funds for this agreement being appropriated, budgeted, and otherwise available. Customer's participation in this Agreement is automatically terminated without any termination fees due or other liability incurred on the first day of January of the fiscal year for which funds are not appropriated.



License Summary	Metric	Quantity	Net License Fee	First Year Support
JD Edwards EnterpriseOne One Expense Management	Expense Reports	5,000	\$19,800	\$4,356
TOTAL SOFTWARE LICENSES			\$19,800	\$4,356

2. **Commencement Date.** All program licenses and the period of performance for all services are effective upon the effective date of this Ordering Document. If shipment of tangible media is required, the program licenses and the period of performance for all services are effective upon shipment of tangible media.

3. **Fees, Invoicing, and Payment Obligation**

a. All fees due under this Ordering Document are invoiced as of the commencement date and shall be due and payable net fifteen (15) days from the date of invoice. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

b. In addition to the fees listed herein, Denovo will invoice the Customer for any applicable shipping charges or applicable taxes.

c. All fees due under this Ordering Document shall be non-cancellable and the sums paid nonrefundable, except as provided in this Ordering Document.

d. In entering into payment obligations under this Ordering Document, the Customer agrees and acknowledges that the Customer has not relied on the future availability of any hardware, program or updates. However, (a) if the Customer orders technical support for programs licensed under this Ordering Document, Denovo shall ensure that Oracle continues to provide such technical support in accordance with the terms of this Ordering Document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to the Customer for any program licensed under a separate licensing agreement with Oracle.

e. Unless otherwise agreed to in writing by both Parties, all amounts to be paid by the Customer to Denovo under this Ordering Document 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 below:

Denovo Ventures, LLC

ACH/Wire: Pacific Mercantile Bank

ABA/Routing #: 122242869

Acct #: 42696200

Beneficiary PMB Customer Account Name: Denovo Ventures Holdings, LLC

For International Wire: please contact AR@Denovo-us.com

4. **Technical Support.** In the event that the Customer decides to purchase technical support from Oracle following the initial year of technical support provided by Denovo, if any, the amount of the total net annual technical support fees for the subsequent year of technical support for the programs is **\$4,356.00**.

5. **Territory.** The Customer shall accept delivery of and use the ordered program licenses and services described in this Ordering Document only in the United States.

6. **Delivery and Installation of Programs.** The Customer elects to receive the programs via electronic



download as further described in the Oracle Terms. Please be advised that not all programs are available on all hardware/operating system combinations. The Customer shall be responsible for installation of the programs unless agreed in a separate agreement between the Customer and Denovo.

7. **Segmentation.** The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services, are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services, the Customer may receive or have/has received from Denovo or Oracle. The Customer understands that it may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services, independently of any other product or service. The Customer's obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

8. **Additional Services.** If the Customer requests that Denovo provide any services beyond any technical support services purchased in Section 1, including, without limitation, hosting, managed services, disaster recovery and consulting services, Denovo will provide a separate Master Services Agreement and statement of work ("SOW") for the service being purchased to be executed by the Customer. The terms and conditions of the Master Services Agreement and applicable SOW apply exclusively to the services therein and are separate from this Ordering Document. If the Customer requests any products that require a software product license or purchase from a third party, the Customer will execute the applicable license or other agreement directly with the third party, and such license or agreement shall be separate from this Ordering Document.

9. **Offer Validity.** This Ordering Document is valid through **May 25, 2018**, and shall become binding upon execution by the Customer and acceptance by Denovo, as well as acceptance by Oracle of Denovo's corresponding order.

10. **Entire Agreement.** By signing below, the Customer and Denovo each agree that this Ordering Document constitutes the entire agreement between the Parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the Customer's purchase order or elsewhere, shall apply. This order is placed subject to the terms of the Oracle Terms.

11. **Source Code.** Oracle may deliver source code as part of its standard delivery for particular programs, operating system, integrated software, or integrated software options; all source code delivered by Oracle is subject to the terms of this Ordering Document, the Oracle Terms and any program documentation.

12. **Customer Reference.** Oracle and Denovo may refer to the Customer as an Oracle and/or Denovo customer of the ordered products and services in sales presentations, marketing vehicles and activities.

13. **Disclaimer of Warranties.** **UNLESS OTHERWISE STATED IN THIS ORDERING DOCUMENT, THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE PURCHASE, INSTALLATION AND/OR USE OF THE HARDWARE, PRODUCTS AND SERVICES ORDERED HEREIN ARE AT ITS SOLE RISK. THE HARDWARE, PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS; THE CUSTOMER ACKNOWLEDGES THAT DENOVO IS MERELY PROVIDING THE CUSTOMER WITH HARDWARE, PRODUCTS AND SERVICES FROM ORACLE AND THEREFORE DENOVO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE HARDWARE, PRODUCTS AND SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DENOVO MAKES NO WARRANTY THAT (I) THE HARDWARE, PRODUCTS AND SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, (II) THE HARDWARE, PRODUCTS AND SERVICES WILL BE SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE HARDWARE, PRODUCTS AND SERVICES WILL BE ACCURATE OR RELIABLE,**



(IV) THE QUALITY OF THE HARDWARE, PRODUCT AND SERVICES PURCHASED BY THE CUSTOMER WILL MEET THE CUSTOMER'S EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED ELECTRONICALLY IS DONE AT THE CUSTOMER'S OWN DISCRETION AND RISK AND THE CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS ORDERING DOCUMENT. IN THE EVENT THAT THE CUSTOMER HAS AN ISSUE WITH ANY ASPECT OF THE HARDWARE, PRODUCT AND SERVICES (OTHER THAN DELIVERY OF THE SAME), IT SHALL LOOK SOLELY TO ORACLE AND NOT DENOVO FOR ASSISTANCE AND/OR REMEDIAL ACTION.

14. *Limitation of Liability; Exclusion of Damages.*

a. DENOVO's MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS ORDERING DOCUMENT WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID BY THE CUSTOMER UNDER THIS ORDERING DOCUMENT FOR THE HARDWARE, PRODUCT OR SERVICE GIVING RISE TO SUCH DAMAGES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL DENOVO, CUSTOMER, OR ANY SUCH PARTY'S PERSONNEL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, DATA, OR DATA USE) 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.

b. No action, regardless of form, arising under or relating to the Ordering Document, may be brought by either Party more than one (1) year after the event giving rise to the cause of action has been discovered or reasonably should have been discovered, except that an action for non-payment may be brought no later than one (1) year following the date of the last payment due hereunder.

15. *Dispute Resolution.*

a. **General.** In the event of any dispute, claim or controversy arising out of or relating to the negotiation, execution, and performance of this Ordering Document, 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 this section ("**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.

16. *Third Party Beneficiaries.* Except for Oracle, who the Parties expressly acknowledge is a beneficiary under this Ordering Document, nothing contained in this Ordering Document is intended to confer upon any third person 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 this Ordering Document.

17. *Miscellaneous.* This Ordering Document may not be amended, modified or supplemented except by written instrument signed by the Parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any other default or breach thereof or of any other agreement or provision herein contained. If any provision or portion of a provision of this Ordering Document is declared void and/or unenforceable, such provision or portion shall be deemed severed from this Ordering Document, which shall otherwise remain in full force and effect. This Ordering Document is binding on and inures to the benefit of the



Parties to this Ordering Document and their respective permitted successors and permitted assigns; provided, however, the Customer may not assign or delegate any of its rights or obligations under this Ordering Document without the prior written consent of Denovo. This Ordering Document shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts to be performed solely within such state. All notices, demands and other communications to be sent by one Party to the other under this Ordering Document shall be in writing and shall be deemed to have been validly made, given, served and received if given or served by delivery in person to the addressee, or if sent by electronic transmission with delivery verification (as applicable), or three (3) days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as indicated in the introductory paragraph for the Customer and, for Denovo, to: Attention: Legal Department, 6400 Lookout Road, Suite 101, Boulder, CO 80301, legal-notices@denovo-us.com. This Ordering Document may be executed in one or more counterparts, all of which taken together shall constitute one instrument. A facsimile or other electronic copy of a signature on the Ordering Document shall be acceptable as and deemed to be an original signature.

18. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 1.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that



the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 1.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

[SIGNATURE PAGE TO FOLLOW]

Denovo

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

DENOVO VENTURES, LLC

By: _____

Name: _____

Title: _____

Date: _____

Adams County, Colorado

By: *[Signature]*

Name: *Kevin Beach*

Title: *IT Director*

Date: *5-25-18 11:38*

A.F. EM

APPROVED AS TO FORM
COUNTY ATTORNEY

[Signature]

Denovo

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

DENOVO VENTURES, LLC

By: Don Landrum
Name: Don Landrum
Title: Executive Vice President
Date: 5/25/2018

Adams County, Colorado

By: [Signature]
Name: Mark Beach
Title: IT Director
Date: 5-25-18 11:38

A.F. EM