

PROFESSIONAL SERVICES AGREEMENT

**EDWARDS WORLD TO ENTERPRISE ONE
HR/PAYROLL UPGRADE PROJECT**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY BUREAU OF TECHNOLOGY

AND

DENOVO VENTURES, LLC

CONTRACT NO. 2053-18313

(PURCHASE ORDER NO. 70000149797)

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" or "Cook County" and Denovo Ventures, hereinafter referred to as "Consultant" or "Denovo".

BACKGROUND

The Consultant was selected based on the qualifications submitted and evaluated by the County representatives. Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

Capitalized terms used in the Agreement are defined in the context in which they are used and shall have the meanings therein indicated. The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, Exhibit 1, and any additional schedules attached to such Exhibit, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement.

Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all Exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement, Exhibit 1, and any additional schedules attached to such Exhibit, and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

- i. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii. All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii. Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv. Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v. Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi. All references to a number of days mean calendar days, unless expressly indicated otherwise.
- vii. Unless otherwise stated, this Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Articles 1 through 12 of the Agreement
 2. Exhibit 1 Scope of Work, Schedule of Compensation, Managed Support Services
 3. Exhibit 2 Evidence of Insurance
- viii. Regarding Oracle Licenses (as defined below), to the extent that there are any inconsistencies between the terms and conditions herein and the terms and conditions in the Order Document (as defined below), the terms and conditions in the Order Document shall govern and control.
- c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1 Scope of Work, Schedule of Compensation, and Managed Support Services
Exhibit 2 Evidence of Insurance

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

- (i.) This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement.
- (ii.) Consultant must provide the Services in accordance with the standards of performance set forth in Article 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1 Scope of Work, Schedule of Compensation, and Managed Support Services, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Oracle Licenses

The Consultant shall also provide Services, which are software as a service products (the "Saas Products") that are set forth in that certain Statement of Work attached hereto as Exhibit 1 - Scope of Work, Schedule of Compensation, and Managed Support Services.

If the County wishes to modify or customize the Oracle Licenses Products, the County must obtain Consultant's prior written consent, which shall not be unreasonably withheld.

c) Disaster Recovery

Consultant shall implement and maintain a disaster recovery plan (the "DR Plan") that is subject to County's reasonable approval, materially in accordance with industry standards, and that provides for the continued delivery of the Services in the event of a power outage, systems outage, or other circumstances that may interrupt the normal provision of the Services. The Parties acknowledge and agree that, upon County's consent, which it shall not unreasonably withhold, the DR Plan may change over time but will remain materially consistent with the DR Plan details as set out herein. The Parties further acknowledge and agree that, to the extent within the County's control, business continuity is the sole responsibility of the County.

d) Protection and Security

Consultant shall maintain a security program that is subject to County's reasonable approval and is materially in compliance with all applicable laws, with industry standards, and that shall reasonably ensure the security and integrity of the County's confidential information (including third party data that the County may collect, process or retain) and protect against threats or hazards to the security of such data during the Term of the Agreement. Upon the effective date of this Agreement, annually thereafter, and upon reasonable written request by the County, and at Consultant's expense and with no cost to the County, Consultant shall provide sufficient evidence of such security program's aforementioned compliance.

To the extent that the Consultant relies upon, outsources to, or uses the services of third parties in the performance of Consultant's security program, Consultant shall ensure and assume all responsibility, and accompanying liability, for such third parties as related to Consultant's aforementioned security program.

e) Protection and Privacy

Consultant shall maintain a privacy program that is subject to County's reasonable approval and is materially in compliance with all applicable laws, in accordance with industry standards, and that shall reasonably ensure the privacy and integrity of the Services and the County's confidential information (including third party data that the County may collect, process or retain) and protect against threats or hazards to the privacy of such data during the Term of the Agreement. Upon the effective date of this Agreement, annually thereafter, and upon reasonable written request by the County, and at Consultant's expense and with no cost to the County, Consultant shall provide sufficient evidence of such privacy program's aforementioned compliance.

To the extent that the Consultant relies upon, outsources to, or uses the services of third parties in the performance of Consultant's privacy program, Consultant shall ensure and assume all responsibility, and accompanying liability, for such third parties as related to Consultant's aforementioned privacy program

f) Incident Response

Consultant shall create and implement an incident response plan ("Incident Response Plan") addressing a third party's unauthorized access to the Services and Deliverables, including Documents and data, under this Agreement ("Data Breach"). The Incident Response Plan shall, at a minimum: (a) meet all legal requirements and industry-standard best practices; (b) require that Consultant immediately notify the County where it has reason to know of or receives notice that a Data Breach may have occurred; (c) require annual testing and preparedness exercises; and (d) specify that Consultant assumes all liability and responsibility for investigating, responding to, and mitigating Data Breaches, but shall coordinate such response and mitigation with the County. The Incident Response Plan shall be subject to the County's reasonable approval. Consultant shall provide a copy of the Incident Response Plan to the County upon execution of the Agreement.

(g) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, all Services including those required in Exhibit 1, such as written reviews, recommendations, reports and analyses, concepts, ideas, methods, methodologies, procedures, processes, know-how and techniques, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems produced by Consultant solely for the County as described Exhibit 1.

The County may reasonably reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement. If the County determines that Consultant has failed to comply with the foregoing standard, it has sixty (60) days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

Consultant shall retrieve, retain, deliver and destroy the Deliverables, including Documents and data, in compliance with laws pertaining to the County, including but not limited to the Local Records Act as applicable or other applicable laws; provided, however, the County shall notify Consultant of all such applicable laws. Upon termination of the Agreement, whether upon expiration, upon breach, or otherwise, and at no cost to the County, Consultant shall retrieve, retain, deliver, or destroy the Deliverables as the County directs. Consultant shall ensure that, throughout the term of the Agreement and upon termination of the Agreement, the Deliverables are available to the County in industry- standards formats, such as CSV, JPG/GIF/PNG, or RTF where applicable. Upon termination of the Agreement, Consultant shall provide reasonable assistance to the County in the return of the Deliverables.

h) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary. Notwithstanding the foregoing, such standard of care shall not be deemed to negate any applicable limitations on liability set forth in the Agreement.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

The Service Level Agreements describe the various service level standards related to the Services (including availability, exclusions, trouble tickets, and credit limitations) to which Consultant will perform ("Service Level Agreement" or "SLA"). Consultant shall apply diligent efforts to provide the Services in accordance with the Service Levels as specified in each Statement of Work. For a period of ninety (90) days before the go live date and ninety (90) days after the go live date (the "Stabilization Period"), Consultant shall measure the performance of the Services and calibrate and/or adjust the Service Levels pertaining to the hosted environment accordingly, subject to County approval which it shall not reasonably withhold, condition or delay. Consultant agrees to provide the same or better performance than the County's current production environment as has been disclosed to Consultant in writing prior to the date hereof.

If adjustments are needed as discovery of unknown services occur through the Stabilization Period the County agrees to any such adjustments and shall waive Consultant's strict adherence to the Service Levels during the Stabilization Period. Following the end of the Stabilization Period, Consultant shall meet or exceed the Service Levels in connection with the provision of the Services (the "Post-Stabilization Period"). In the event that Consultant fails to meet or exceed the Service Levels in the Post-Stabilization Period, the County shall be entitled to credited/liquidated damages as set forth in the applicable Statement of Work. Any such credits/liquidated damages shall reasonably approximate actual damages and shall not be construed as a penalty.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

i) Personnel

i. Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. Consultant shall appoint one individual (the "Denovo Account Representative") to coordinate the performance of Consultant's obligations under, and to act as Consultant's representative regarding, the Agreement. The Denovo Account Representative will (i) serve as the single point of accountability for the Services and (ii) have the authority on behalf of Consultant to decide all questions of a day-to-day nature that may arise under the Agreement. Consultant may not replace the person serving as the Denovo Account Representative, without the written consent of the County, which consent shall not be unreasonably withheld, delayed or conditioned. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii. Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Article 3d(ii). The County shall have the opportunity to review, interview and reasonably approve all Key Personnel. The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

iii. Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Article 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

j) Minority and Women's Business Enterprises Commitment

Intentionally Omitted.

k) Insurance

Prior to the effective date of this Contract, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Agreement the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Agreement. The Commercial General Liability insurance shall be on a primary and non-contributory basis and shall not be excess to any insurance or self-insurance programs maintained by the County.

The Consultant's Commercial General Liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Consultant shall require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless specified otherwise.

The Cook County Department of Risk Management maintains the right to reasonably modify, delete, alter or change these requirements; provided, however, County shall provide Consultant with at least ninety (90) days' prior written notice of any such changes.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 - \$1,000,000 each Accident
 - \$1,000,000 each Employee
 - \$1,000,000 Policy Limit for Disease

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability Policy.

- (2) Broad form all states coverage

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage with defense outside the limits. The General Liability policy shall include, without limitation the following coverages:

- i. All premises and operations;
- ii. Contractual Liability;
- iii. Products/Completed Operations;
- iv. Employees included as additional insured;
- v. Broad Form Property Damage Liability;
- vi. Cross Liability
- vii. Independent Contractors

(c) Commercial Automobile Liability Insurance

When any motor vehicles are used in connection with the Services to be performed, Consultant shall secure Commercial Automobile Liability Insurance to cover all owned, leased, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

(1) Liability - All Autos: Bodily Injury & Property Damage -
\$1,000,000 per Occurrence

(2) Uninsured/Underinsured Motorists: Per Illinois Requirements

(d) Professional Liability (Primary & Excess)

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement.

This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$5,000,000 in the aggregate. Aggregate limits must be unimpaired with a deductible of not more than \$100,000. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing services for the Consultant must maintain limits of not less than \$2,000,000 with the same terms in this section.

(1) Any retroactive date or prior acts exclusion must predate both the date of this agreement and any earlier commencement of any services.

(2) Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the Vendor.

e) Cyber and Privacy & Securities Liability (Primary and Excess)

Coverage for, but not limited to, Privacy and Security coverage which shall include loss arising from Service Interruption, Confidentiality Breaches and Privacy Invasion, Software Failure, Information Assets Coverage and Business Income/Extra Expense coverage with minimum policy limits of \$1,000,000 in the aggregate.

(1) Any retroactive date or prior acts exclusion must be predated both the date of this agreement and any earlier commencement of any services.

(2) Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor:

f. Umbrella/Excess Liability

Consultant shall secure coverage in excess of general liability, automobile liability, employers liability in the amount of a least \$5,000,000 per occurrence with defense outside the limit.

Conditions Apply to All Coverage

All policies required should apply with a worldwide coverage territory to cover the sale of products worldwide and suits brought worldwide.

Any deductibles or self insured retentions must be declared to and approved by Cook County Risk Management Department.

Any changes to the coverages required must be authorized in advance by Cook County's Risk Management Department.

Additional requirements

a. Additional Insured

Cook County, its officials, employees and agents shall be listed as additional insureds under the Commercial General Liability insurance, Commercial Automobile Liability, Cyber and Privacy & Securities Liability Insurance.

b. Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

c. Insurance Notices

All policies of insurance required under terms of this Agreement shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 60 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the County certificates of insurance maintained by Consultant.

The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above. The word "endeavor to but failure to do shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" should be stricken from the Accord certificate form.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

Subrogation and Waiver

The Consultant shall require all policies of insurance that are in any way related to the work to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Consultant shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Consultant may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work.

l) Indemnification

The Consultant covenants and agrees to defend, indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, regulatory fines, damages and liabilities incurred or suffered directly or indirectly from or attributable to claims by first and third parties relating to bodily injury or death of any person or damage to real and/or tangible personal property, data loss, data theft, data corruption or lack of integrity, lack of data portability, data breach, breach of confidentiality, breach of data privacy laws, or breach of data security or data protection laws caused directly or indirectly by the gross negligence or willful misconduct of the Consultant, its personnel or agents in connection with performance of the Services. To receive any indemnities specified in the Agreement, the County must promptly notify the Consultant in writing of a claim or suit. With respect to third party claims, the County must also provide reasonable cooperation (at the Consultant's expense), full authority to defend or settle the claim or suit; and the Consultant shall have no obligation to indemnify the County under any third party settlement made without the Consultant's written consent.

m) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable data security, data privacy and data breach laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party without County's written consent. If the Consultant discloses or uses any of the County's confidential information the County 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 provided that the County has initiated the procedure set forth in the Disputes provision as set forth in Article 6. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

The Consultant 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 various concepts, ideas, methods, methodologies, procedures, processes, know• how and techniques, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the "Consultant's Background Materials"). To the extent that the Consultant's Background Materials pre-existed the Agreement or were developed independently of the Agreement (i.e., through an agreement between the Consultant and an unrelated third party) and the Consultant uses those pre-existing or independently developed Consultant's Background Materials or any of its other pre-existing or independently developed intellectual property or property (collectively, "Consultant's Intellectual Property") in connection with the performance under the Agreement, the Consultant shall retain all right, title and interest in and to Consultant's Intellectual Property. Except for any license expressly granted to the County, neither the County nor any third Party shall acquire right, title or interest in or to Consultant's Intellectual Property unless specifically agreed to otherwise by mutual written agreement; provided that Consultant shall grant the County license to use Consultant's Background Materials and Consultant's Intellectual Property and Trade Secrets, as defined below, to reasonably enable portability of the Deliverables and portability of the County's data and to reasonably enable the County to transition from services, that Consultant provides under this Agreement to a substitute service, regardless of whether Consultant provides such substitute service.

The parties agree that the County's license shall permit the County to develop solicitation documents, including request for proposals or qualifications, for such transition of services. In addition to the Consultant's Intellectual Property, Consultant 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 Consultant's operations, any other information not generally known concerning Consultant or its operations, products, suppliers, markets, sales, costs, profits, client needs and lists, including 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 Consultant, which, if used or disclosed, could adversely affect Consultant'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 Consultant.

To the extent that, in connection with the Agreement, the County comes into possession of any of Consultant's Intellectual Property or Trade Secrets, the County agrees to use Consultant's Intellectual Property and Trade Secrets solely for the purposes of the Agreement, and will not disclose such Confidential Information to any third party without Consultant's prior written consent. The County agrees to maintain Consultant's Intellectual Property and Trade Secrets in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. If the County discloses or uses (or threatens to use or disclose) any of Consultant's Intellectual Property in breach of the confidentiality protections under the Agreement, Consultant 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 provided that the Consultant has initiated the procedure set forth in the Disputes provision as set forth in Article 6. Additionally, the County shall have the restricted right to disclose the entire contract dollar amount, however this disclosure may not include itemized pricing data or any Trade Secrets, as identified in writing by the Consultant. Notwithstanding the foregoing, Consultant acknowledges that such information may be required to be disclosed pursuant to the Illinois Freedom of Information Act, 5 ILCS §140/1 et seq.

All documents, data, studies, reports, work product or product created solely as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible for any loss or damage to the Deliverables and Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. Except as otherwise provided in the Agreement, the County and its designees shall be afforded full access to the Deliverables and Documents and the work at all times.

All Deliverables and Documents that Consultant creates solely for the County under this Agreement are created as a work for hire. To the extent that Deliverables and Documents that the Consultant creates solely for the County are not works for hire, the Consultant assigns to the County, for no additional consideration, all rights, including copyrights, in all Deliverables and Documents prepared by the Consultant solely for the County under this Agreement. Notwithstanding the foregoing, and subject to any applicable confidentiality restrictions set forth herein, nothing in the Agreement shall be deemed to limit Consultant's right to use any ideas, concepts, processes, techniques, expertise and know-how gained by Consultant as a result of the performance of the Services hereunder (collectively, "New Ideas") and County hereby grants Consultant a worldwide, non-exclusive, transferable, fully paid up, perpetual right and license to use the New Ideas without restriction.

Additionally, the Consultant must obtain the County's prior written consent to use and reproduce 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 (the "Aggregated Data") for the purpose of operating Consultant's business, and such consent shall not be unreasonably withheld by the County, provided that Consultant shall not reveal any Confidential Information of the County.

In addition to the Deliverables, Consultant's electronic archives, back-up copies, or duplicates of Deliverables are included in the Deliverables. Consultant has no property interest in, and may assert no lien on or right to withhold from the County, Deliverables under this Agreement.

n) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, and also to use any software as a service, platform as a service or infrastructure as a service provided by Consultant directly, or indirectly through its subcontractors or third-party relationships, as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware, software, and service, or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware, software, or service, or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware, software, or service; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

o) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

The County's audit, access, and examination rights under this Agreement shall also specifically include the following, not to the exclusion of any other rights the County may hold: At all times, the County has the right to access, examine and verify Consultant's data security and data privacy programs provided that such examinations shall not unreasonably interfere with Consultant's ability to conduct its business in the ordinary course; County may do so directly or through a third party of County's choosing; Upon written request by the County, Consultant shall provide to County reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow relating to Consultant's data security program, data privacy program or Deliverables.

If the audit's findings provide that Consultant has failed to comply with the standards set forth in this Agreement, Denovo shall bear all costs for County's reasonable requests.

p) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity; on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Article, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on May 1, 2020 ("Effective Date") and continue until April 30, 2021 or until this Agreement is terminated in accordance with its terms.

Consultant represents that it has a partner relationship with Oracle and that, if the County, upon completing the Term of this Agreement, chooses to migrate to perpetual based licensing, Consultant will make good faith efforts to facilitate negotiations between Oracle and the County regarding an equitable pricing model to make the transition.

b) Timeliness of Performance

Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Article 4.a and Exhibit 1. Further, Consultant acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Consultant to comply with the time limits described in this Article 4.b may result in economic or other losses to the County.

Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may upon ninety (90) days prior to the expiration of this Agreement elect to extend this Agreement for up to an additional one (1) one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Article 10.c.

Notwithstanding the foregoing, if the Chief Procurement Officer elects to extend this Agreement, the County may exercise its right terminate this Agreement during any renewal period upon providing at least sixty (60) days notice to the Consultant.

The Consultant reserves the right to adjust pricing after the initial Term upon thirty (30) days written notice to County. Price adjustments will not exceed 4% increase for each year the renewal option is exercised.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 1. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties. All amounts to be paid to the Consultant under the Agreement shall be paid in U.S. dollars by wire transfer to the account or accounts designated by the Consultant from time to time or the parties may mutually agree upon another method. All amounts to be paid the Consultant under the Agreement shall be due and payable net 60 days from the date of invoice.

c) Funding

The schedule of payments under this Agreement is identified in Exhibit 1. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Article 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Article 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant. by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

a) General

In the event of any dispute or claim arising under or in connection with the Agreement, including a dispute regarding an alleged breach of the Agreement, one party shall notify the other party in writing of the dispute (the "*Dispute*"). The parties shall work together in good faith first to resolve informally the Dispute internally by escalating it as necessary to progressively higher levels of the administrative structure.

Bona fide disputes shall be subject to the following. The dispute shall be filed by the complaining party in writing with the first tier and, unless resolved, will be escalated according to the time frame below.

CONSULTANT	CUSTOMER	TIME TO ADDRESS
Denovo Account Manager	Chief Procurement Officer	30 days
Director of Service Delivery	Director of ERP	15 days
President	Chief Financial Officer	15 days

If no resolution can be mutually agreed to, the complaining party may then avail themselves of any remedies in law or as set forth in this Agreement. Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in this Agreement during any dispute resolution proceeding unless otherwise mutually agreed to by the parties in writing

(b) Equitable Relief

Subject to completion of the dispute procedure set forth in section (a) above, either party may seek preliminary or other equitable relief from a court of law.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Consultant shall observe and comply with the laws, ordinances; regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or subcontractors shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i. warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii. warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

- iii. warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
 - iv. warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
 - v. warrants that: (a) all services (including the Services) will be performed in a good and workmanlike manner by individuals with levels of knowledge, skill and experience commensurate with the requirements of the Agreement; (b) The Deliverables will materially conform to relevant specifications, for a period of sixty (60) days from acceptance of the Deliverables; (c) Consultant will use reasonable industry standards to ensure that the Deliverables are and will be free of (i) any automatic restraints, computer viruses, software locks, time bombs or other such code that hinders County's freedom to fully exercise its rights under the Agreement; (d) programs, code or data which: (1) destroy, erase, damage or otherwise disrupt the normal operation of the Services other programs, hardware or systems utilized by County, or (2) allow for unauthorized access to the Systems or other programs, hardware or systems utilized by County.
 - vi. represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
 - vii. represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
 - viii. Acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Articles 9.a and 9.c.
- b) Ethics
- a. In addition to the foregoing warranties and representations, Consultant warrants:
 - 1. no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

2. no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.

a) Events of Default Defined

The following constitute events of default:

- i. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii. Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - b) Failure to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - c) Failure to promptly re-perform within a reasonable time Services that were reasonably rejected as erroneous or unsatisfactory;
 - d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii. Any change in majority ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold, condition or delay.
- iv. Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v. Failure to comply with Article 7. in the performance of the Agreement.
- vi. Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

- vii. If the Consultant has defaulted under the terms of this Agreement, as set forth in Section 9(a) herein, the Consultant shall have opportunity to cure the default, as set forth in Section 9.b. below in accordance with the Notice Provisions set forth in Article 11, provided that the Consultant has not defaulted under any material terms or conditions of this Agreement during any twelve month -period during the term of this Agreement. Allowing the Consultant time to cure a default does not waive the County's right to terminate this Agreement for a similar default which may occur at a different time.
- viii. County shall be in default hereunder if any material breach of the Agreement by County occurs other than a payment default which is not cured by the County within ninety (90) days after written notice has been given by Consultant to the County, setting forth the nature of such breach. Allowing the County time to cure a default does not waive the Consultant's right to terminate this Agreement for a similar default which may occur at a different time.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer shall give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement; provided, however, such decision by the Chief Procurement Officer shall not bind or otherwise restrict Consultant's right to contest whether or not it has breached any provision of the Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, in accordance with and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Article 9.b and Article 11, Consultant shall continue to provide Services through the transition period, as set forth below in Section 9.d, and continue to deliver must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii. The right of specific performance, an injunction or any other appropriate equitable remedy;
- iii. The right to money damages within any limitations set forth in the Agreement;
- iv. The right to withhold all or any part of Consultant's compensation under this Agreement;
- v. The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default, nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Articles 9.a and 9.b of this Agreement, the County may terminate this Agreement or any portion thereof in accordance with the provisions of Article 11. The effective date of termination will be the date stated in the notice.

In the event the County terminates under this provision, after the Consultant receives the notice, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, other activities previously begun, and those Services as set forth in Section 9.d. below. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Articles 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Article 9.c.

d) Transition Services

If the County issues a Notice to Default to the Consultant based upon a default, as set forth in Section 9.a. and 9.b., or if the County issues a written notice to terminate this Agreement in accordance with Section 9.c., or if the County directs the Consultant during the final year of the initial Term of this Agreement, the Consultant shall, for a period up to one-year following the Notice to Default or Notice to terminate early, or other such written notice, and contingent upon the County continuing to pay for Services rendered at the applicable rates sent forth in the Agreement, continue to provide the Services and Deliverables as set forth herein, and shall also provide Transition Services to the County, which shall include, but are not limited to: (1) providing all necessary Services and assistance to the County at the Consultant's rates set forth in Exhibit 1 to this Agreement; (2) allowing the County to access all necessary data at no additional costs; and (3) reasonably assisting the replacement provider in outlining steps to migrate data within adequate time-period.

Notwithstanding the foregoing, if the Contract is renewed pursuant to the provisions set forth in 4(c), the County shall provide reasonable notice of the Consultant's duty to provide Transition Services and specify any Transition Services the Consultant shall provide, during the renewal periods, and the Consultant shall in good faith promptly provide such Transition Services.

(e) End of Term Services

If the County, upon completion of the Term of this Agreement, (which shall include any renewal option periods) chooses to migrate to an instance of JD Edwards EnterpriseOne outside of the Consultant's Cloud JD Edwards EnterpriseOne solution, Consultant will assist in the transmission of any customize or modified objects, configured workflows, developed forms templates, central tables, and business data tables as they exist on the Consultant's Cloud JD Edwards EnterpriseOne solution to a location, mutually agreed upon by the parties, within the County's network.

If the County, upon completion of the Term of this Agreement, chooses to migrate to a non JD Edwards ERP solution, Consultant will assist in County's efforts to convert the Consultant's Cloud JD Edwards EnterpriseOne solution business data tables into the County's chosen ERP solution. This assistance is limited the transmission of the business data tables as they exist on the Consultant's Cloud JD Edwards EnterpriseOne solution to a location, mutually agreed upon by the parties, within the County's network.

f) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. If Services are suspended in excess of fourteen (14) days, the County acknowledges and agrees that Consultant may replace, remove or reallocate its personnel and resources during the suspension and as a result, the County may be assigned new Consultant personnel and/or resources.

Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

In the event that the County suspends the Services in excess of 45 days and no emergency is deemed to have existed, then the suspension shall be treated as a termination without cause and Consultant shall be entitled to remedies under this Professional Services Agreement.

g) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i. if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii. if the County exercises any of its remedies under Article 9.b of this Agreement; or
- iii. if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

h.) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

i.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

j.) Disclaimer of Warranties; Exclusivity of Remedies

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN ANY APPLICABLE STATEMENT(S) OF WORK OR OTHER EXHIBITS, CONSULTANT MAKES NO REPRESENTATIONS OR WARRANTIES TO THE COUNTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN OR IN ANY APPLICABLE STATEMENT OF WORK ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO COUNTY IN CONNECTION WITH THE PROVISION OF THE SERVICES.

Consultant cannot guarantee the performance of applications provided by or through third party vendors. The County acknowledges that all warranties from third parties pass through to the County and such warranties represent the sole and exclusive warranties relating to those third party applications.

Consultant's sole liability and County's exclusive remedy in the case of a failure to meet or exceed any applicable SLAs as specified in a Statements of Work, shall be the applicable credits/liquidated damages as set forth in the applicable Statement of Work. Provided, however, that if the Consultant fails to comply with the SLAs described in any Statement of Work more than six (6) times during any six (6) consecutive month periods (or such other number of times within a specific time period as may be set forth in such Statement of Work), the County shall have the right to terminate this Agreement with the procedures set forth in Section 9(b) herein.

The County's sole and exclusive remedy for any breach of an express warranty shall be either Consultant correcting the non-conforming Service at no additional charge to County or (2) Consultant refunding to County amounts paid that attributable to the defective Service from the date Consultant received notice of same. In order to receive warranty remedies, the County must promptly report deficiencies in writing to Consultant no later than thirty (30) days after the date the County identifies the deficiency.

k.) Limitation of Liability; Exclusion of Damages

EXCEPT MATTERS RELATING TO BREACHES OF THE SECTIONS ON INTELLECTUAL PROPERTY AND/OR CONFIDENTIALITY, IF EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY 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 THE LIABLE PARTY WITH RESPECT TO ANY AND ALL BREACHES, PERFORMANCE, NONPERFORMANCE, ACTS OR OMISSIONS HEREUNDER WILL NOT EXCEED THE AVAILABLE INSURANCE PROCEEDS OR THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID BY COUNTY TO CONSULTANT UNDER THE STATEMENT(S) OF WORK PURSUANT TO WHICH CONSULTANT IS PERFORMING THE SERVICES GIVING RISE TO SUCH BREACH, WHICHEVER IS GREATER. 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.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was- given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on which it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Modifications and Amendments

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this Article. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable:

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Article 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or Articles in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

The County shall perform the tasks and responsibilities assigned to it in the Agreement, (collectively, the "County Responsibilities"). In addition, the County shall be responsible for providing leadership and for making the internal changes required to achieve the business objectives and benefits defined in the business case set forth herein, including modification of current business practices, policies and procedures. The County will be responsible for (i) acceptance/sign-off of Deliverables, (ii) its use of the Deliverables and (iii) to the extent that Deliverables are within the County's direct control, ensuring that the Deliverables meet the County's policies and business requirements and comply with laws and regulations. The County agrees that Consultant's performance of Services and Additional Services under the Agreement depends in substantial part on the County's timely and effective satisfaction of the County Responsibilities, which may include provision of facility resources and the County-Provided Materials, and on the County's timely decisions and approvals. Further, some Statements of Work may be provided at a fixed price.

Consultant only agrees to provide such a fixed price because Consultant expects that the County will cooperate and perform in a timely manner under the Agreement. Accordingly, the County acknowledges that any material delay, caused solely by the County shall result in Consultant being released from any applicable obligation or scheduled deadline and, with respect to fixed price Statements of Work, an equitable price adjustment. Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

h) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer• employee relationship such that:

- i. The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii. Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii. The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

i) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:
Cook County Bureau of Finance
118 North Clark Street, Room 1127
Chicago, Illinois 60602
Attention: DIRECTOR OF ERP

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant:
Denovo
6400 Lookout Road, Suite 101
Boulder, CO 80301
Attention: Legal Department
Email: legalnotices@denovo.us.com

and

Ireland Stapleton Pryor & Pascoe, PC
1675 Broadway, Suite 2600
Denver, Colorado 80202
Attention: Michael R. Miller
Email: mmiller@irelandstapleton.com

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

Contract Term:

This project will be for twelve (12) months from May 1, 2020 through April 30, 2021. The Bureau of Technology may terminate this contract with 30 days advanced notice to contractor.


Contract Amount

Total fees for the twelve (12) months will not exceed \$218,115.96

Proposal:

Contractor has reviewed and agrees to the Professional Service Agreement and Scope of Work:

Contractor Name: Denovo Ventures, LLC

Signature:  Don Landrum
A4193375C8AA4A3...

Title: Executive Vice President

Date: 4/30/2020

County of Cook, Illinois

By: Raffi Sarrafian
Chief Procurement Officer

Date: April 30, 2020

CONTRACT NO. 2053-18313

EXHIBIT 1

**SCOPE OF WORK, SCHEDULE OF COMPENSATION,
AND MANAGED SUPPORT SERVICES**

Scope of Work 013

This STATEMENT OF WORK ("SOW"), dated as of the 30th day of April, 2020 ("Effective Date"), is by and between DENOVO VENTURES LLC, a Colorado limited liability company ("Denovo" or "Consultant"), and Cook County (the "Client" or "Company" or "[nd User") (each a "Party" and together the "Parties").

Pursuant to terms and conditions defined in the Cook County Professional Services Agreement (PSA), Denovo and Client desire to enter his Statement of Work (SOW) for the performance by Denovo of certain Services described herein. This SQ provides details of the Services, Definitions, Service-specific terms, responsibilities of the parties, one-time and recurring fees, Change Control Process, and third-party license agreements as applicable.

RECITALS

Whereas, Denovo had previously entered into a Professional Services Agreement with Client to provide Oracle

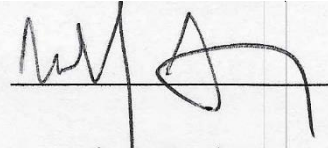
JD Edwards licenses and archive hosting services and Client desires to extend such agreement for an additional twelve (12) months.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties as follows:

1. The Agreement is effective from May 1, 2020 through April 30, 2021.
2. The total Fees for the term of this SOW is \$218,115.96 which includes up to \$25,000 in Exit Assistance Fees (to be used if such Assistance is requested in writing by Client).
3. \$125,000 for the purchase of a 12-month Oracle license which is needed for hosting of Client data is due upon signing.
4. **All** other terms and conditions remain as stated in the Professional Services Agreement.

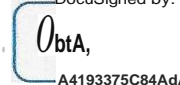
In witness whereof, the Client and Denovo have caused this SOW to be executed on the date and year last written below.

Cook County
Chief Procurement Officer

By: 

Date: 4.28.20

Denovo Ventures, LLC

DocuSigned by:


Signed
Don Landrum

Type or print name
Executive Vice President

Title
Date: 4/28/2020

Exhibit 1 Schedule A

ARTICLE 1 – DEFINITIONS

As used in this Statement of Work the following terms shall have the respective meanings set forth therein. 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.

“Business Continuity” involves planning for keeping all aspects of a business functioning in the midst of disruptive events, disaster recovery focuses on the IT or technology systems that support business functions.

“Current Audit Report” shall mean Denovo's most recently completed SSAE 16 (SOC1 and SOC2) audit report.

“Customer Care Portal” self-service website in which the customer can open support requests and track those requests.

“Disaster Recovery” means process, policies and procedures that are related to preparing for recovery or continuation of technology infrastructure which are vital to an organization after a [natural](#) or [human-induced disaster](#).

“Incident” is an ITIL designation for alarm or outage tracking. Tickets are created as Incidents for the Denovo and/or Client to respond to in the event of an alarm. Incidents adhere to severity levels set forth in the Service Level Agreement section.

“Term” shall mean May 1, 2020 through April 30, 2021.

“In-Scope” are services that are defined as services covered under the Agreement and Amendments between Denovo and Client.

“Out-of-Scope” are services that this Statement of Work designates as Out-of-Scope.

“Project Change Request (PCR)” is the method for communicating changes to the scope of Services outlined in this SOW. Scope changes may include the addition or subtraction of services pertinent to this SOW except where service reduction processes are defined. Client must request a PCR for scope changes. The PCR must describe the requested change in sufficient detail for Denovo to make a reasonable assessment of the request. Denovo will review the PCR and follow up with Client as necessary for further clarification or to discuss the impact that the change will have on the Services, deliverables, schedule, SLA's, terms and conditions, and Client pricing. Client will either approve or reject the proposed change.

“Security Policy” shall mean Denovo's enterprise security policy.

“Services” means Denovo-provided continuous access to all hosted applications and components, including Denovo Cloud JD Edwards EnterpriseOne solution and 3rd party products (front end analytics, reporting tools, integration tools, or others). “Services” also includes the Managed Services and WRICE development as described herein, Incremental Technical Managed Services, WRICE Break-Fix, Functional Application Support, Year End Support, and PM Services.

“Service Level Agreement or SLA” describes the various specifics of the Services (including uptime guarantees, downtime, credits, maintenance, availability, exclusions, trouble tickets, credit limitations, and internet bandwidth measurements).

“Original Service Start Date” was the date Denovo enabled access to the Services for Client use. Denovo notified Client (in writing via email) of environment readiness. Monthly recurring Denovo billing began on the Original Service Start Date.

“Amendment Service Start Date” is the Effective Date of this Amendment.

“System Documentation” means documentation of the physical and logical components of your hosted environment. This will include a network diagram, software components installed, customization of the system, and all other pertinent documentation.

“Technical Assessment” is a process to review your current or to be hosted systems to assess the health of the system and give recommendations on best practice.

“Vulnerabilities” are flaws in computer software that create weaknesses in the overall security of the computer or network. Vulnerabilities can also be created by improper computer or security configurations. Threats exploit the weaknesses of vulnerabilities resulting in potential damage to the computer or data. Denovo is responsible to monitor systems and assess vulnerabilities and threats identified.

“Term” shall mean the period of time beginning with Your execution of this Agreement and continuing through the end of all Initial Term(s) and any Renewal Term(s), unless Client access to the Services is terminated earlier pursuant to the terms of this Agreement, in which case it shall be the date of termination.

“WRICE” means (Workflow, Reports, Interfaces, Conversions, and Extensions) development and support

“You or Your” is broadly interpreted to mean the person and/or entity entering into the Agreement and/or any Order/Change Order pursuant to this Agreement, and Representatives, and any individual and/or entity utilizing the Services via Client’s Passwords.

ARTICLE 2 –MANAGED SUPPORT SERVICES

Scope of Work

1.1 Scope – May 1, 2020 through April 30, 2021:

JD Edwards EnterpriseOne Licensing:

Denovo is providing the following licenses under this SOW for a twelve month period.

Product Description	Metric	Quantity
JD Edwards EnterpriseOne System Foundation	Application User	500
Oracle Technology Foundation for JD Edwards EnterpriseOne	Application User	500
Oracle User Productivity Kit Professional	Per Employee	23,250
JD Edwards EnterpriseOne Financials	Application User	20
JD Edwards EnterpriseOne Human Resources	Per Employee	23,250
JD Edwards EnterpriseOne Payroll	Per Employee	23,250
JD Edwards EnterpriseOne Self Service Human Resources	Per Employee	23,250
JD Edwards EnterpriseOne Time and Labor	Per Employee	23,250
JD Edwards EnterpriseOne OneView Reporting Foundation	Application User	345
JD Edwards EnterpriseOne OneView Reporting for Financials	Application User	20
JD Edwards EnterpriseOne Oneview Reporting for Human Resources	Application User	150
JD Edwards EnterpriseOne Oneview Reporting for Payroll	Application User	150

Managed Services:

Services reduced to support an Archive (Read Only) environment.

Denovo will provide the same Archive Hosting and Managed Services as in the previous Amendment #4.

1.2 Billing Rates and Service Fees

The Service Fees is \$5,676.33 per month, or \$68,115.96 for the Term of this SOW. This amount does not include Exit Assistance Fees. Such Assistance must be requested in writing by Client and the associated Fees shall not exceed \$25,000.

The table below above includes the base monthly fees for AMS support of Client's end users of the archive environment in Table below. Hours used above the base hours will be treated as Time and Material using the Denovo Rate Card below.

Project Service	Level Of Effort	Rate	Monthly Fee
Hosting Oracle Archive Environment		Fixed Fee	\$4,570.33
Functional Application Support	4 hours (Second Archive Period)	\$158 Per Hour	\$632
Governance For Project and Archive Support For Cloud Services	3 hours (Second Archive Period)	\$158 Per Hour	\$474
Total Monthly Fees			\$5,676.33

Denovo will invoice the Client with an invoice on a annual basis in advance for both the Oracle SW Cloud Subscription. The hosting, and application managed services will be billed monthly. Any incremental Managed Service hours to be billed to County above baseline Managed Services, or travel will be billed on the first day of the following month on separate invoices. Each invoice shall set forth the Fees and Expenses owed to Denovo in reasonable detail, the Contract 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. Payment terms are net sixty (60) days from the date of invoice.

Denovo will provide Exit Assistance Services at the written request of Client. Such Services will be billed at \$185 per hour not to exceed \$25,000.

Client agrees that if Client terminates the SOW that Denovo will not be required to refund any of the unused Service Fees.

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 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 instructions, please contact: AR@Denovo-us.com

Denovo Rate Card

Table 2A

Role	Hourly Rate
Functional and Project Management	\$ 158
Developer and CNC Administrator	\$ 140
Incremental WRICE Resources	\$ 152

Denovo Invoices should not be submitted for any services beyond six months from date services rendered unless by mutual written agreement.

Basis for Pricing

- The Software source code is leased and not property of Client. The data is the property of the Client and will be transferred at no additional cost once Agreement is terminated.
- If the Client wishes to migrate from subscription to perpetual licensing at the termination of the contract, Oracle will negotiate equitable pricing and Denovo will support the negotiations on client behalf.
- Denovo consultants will have appropriate access to work remotely.

CONTRACT NO. 2053-18313

EXHIBIT 2 EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

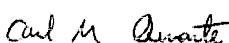
PRODUCER McGriff Insurance Services 2500 Renaissance Blvd Suite100 King Of Prussia, PA 19406-2639 610 279-8550	CONTACT NAME: Matthew Ryan PHONE (A/C, No, Ext): 610 279-8550 FAX (A/C, No): 610-279-8543 E-MAIL ADDRESS: Matthew.Ryan@McGriffInsurance.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER D : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : Continental Casualty Company	20443	INSURER C : Columbia Casualty Company	31127	INSURER D : Federal Insurance Company	20281	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Denovo Ventures Holdings LLC 6400 Lookout Road, Suite 101 Boulder, CO 80301															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6056754109	11/05/2019	11/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			C5099672411	11/05/2019	11/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10000			CUE5099672456	11/05/2019	11/05/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC599672473	11/05/2019	11/05/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber E&O 50k Ded			596630552	11/05/2019	11/05/2020	5,000,000
D	EPLI			82495392	05/01/2019	05/01/2020	2,000,000
D	3rdParty EE Thef			82495392	05/01/2019	05/01/2020	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County is additional insured with regards to general liability if required in a written contract or agreement, and subject to policy terms and conditions.

CERTIFICATE HOLDER Cook County Nicole Large, MPA Office of Cook County Chief Procurement Officer 118 N Clark St. 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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