

AMENDMENT NO. 2

This Amendment modifies Contract No. 1390-12608, for JD Edwards World to EnterpriseOne HR/Payroll Upgrade Project by and between the County of Cook, Illinois, herein referred to as "County" or "Client" and Denovo Ventures, LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor" or "Denovo":

RECITALS

Whereas, the County and Denovo have entered into a contract approved by the County Board on April 17, 2013, (hereinafter referred to as the "Agreement"), wherein Denovo is to provide JD Edwards World to EnterpriseOne HR/Payroll Upgrade Project (hereinafter referred to as the "Services") from April 22, 2013 through April 30, 2016 ("Initial Term"), with three (3) one-year renewal options, in an amount not to exceed \$6,474,356.00; and

Whereas, Amendment # 1 was approved by the County Board on July 23, 2014 and executed on August 1, 2014 for an increase in the amount of \$1,301,434.00 and a Total Agreement Amount of \$7,775,790.00; and

Whereas, the County and Denovo wish to amend Exhibit 1, Scope of Services to allow Denovo to provide Additional Services, as defined in Article 2 of the Agreement, during the Initial Term; and

Whereas, the Agreement will expire on April 30, 2016 and the agreed upon Services and Additional Services are still required; and

Whereas the County and Denovo wish to exercise the option to renew the Agreement from May 1, 2016 through January 31, 2018 ("Renewal Option"); and

Whereas an increase of \$5,412,462.00 is required for the continuation of Services provided during the Initial Term and the Renewal Option;

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

1. The Agreement is renewed from May 1, 2016 through January 31, 2018.
2. The Agreement is increased by \$5,412,462.00 and the Total Agreement Amount is revised to \$13,188,252.00.
3. County and Denovo hereby revise the Services in the original Exhibit 1, Statement of Work, Schedule A by striking the original Exhibit 1 in its entirety and replacing it with the attached amended version.
4. County and Denovo hereby revise the Services in the original Exhibit 4 Schedule of Compensation by striking the original Exhibit 4 in its entirety and replacing it with the attached amended version.
5. Article 4(c) of the Professional Service Agreement ("Agreement Extension Option") is deleted in its entirety and replaced with the following provision:

The Chief Procurement Officer may upon ninety (90) days prior to the expiration of this Agreement elect to renew this Agreement for a term(s) which shall not exceed fifteen (15) months ("Post Renewal Option Period"), individually or cumulatively, under the same terms and conditions as the Agreement. After notification by the Chief Procurement Officer this Agreement may 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 to terminate this Agreement during any renewal period upon providing at least ninety (90) days notice to the Consultant.

The Consultant reserves the right to adjust pricing after the Renewal Option upon thirty (30) days written notice to the County. Price adjustments will not exceed 4% for each year an option is exercised during Post Renewal Option Period to renew.

6. Article 5(b) of Professional Services Agreement ("Method of Payment") is deleted in its entirety and replaced with the following provision:

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. 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. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Agreement price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

7. Article 11) NOTICES of the Contract is hereby revised to redact contact information for the Cook County Bureau of Finance and is replaced with the following address information of the Cook County Chief Information Officer:
Cook County Chief Information Officer
Bureau of Technology
69 West Washington Suite 2700
Chicago, Illinois 60602
Attention: Chief Information Officer
8. The attached Economic Disclosures Statement, Cook County Transportation Expense Reimbursement and Travel Regulations Policy, Identification of Subcontractor/Supplier/Subconsultant Form, and MBE/WBE Utilization Plan forms are incorporated and made a part of this Agreement
9. All other terms and conditions remain as stated in the Agreement.

In witness whereof, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

By: [Signature]
Chief Procurement Officer

By: [Signature]
State's Attorney

Date: 19 February 2016

Denovo Ventures, LLC

[Signature]
Signed

Marty Snella
Type or print name

CEO

Title
Date: 1/26/16

Amended 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.

“Initial Term” means April 22, 2013 through April 30, 2016 Amendment Effective Date through January 31, 2018.

“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.

“Post Renewal Option Period” means the a period of fifteen (15) months following January 31, 2018

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.

“Renewal Option” means from May 1, 2016 through January 31, 2018

“Security Policy” shall mean Denovo's enterprise security policy. Also see Section X (“Security”) below.

“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 the 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

Under this statement of work, Denovo shall provide the following services and software necessary to deliver the Denovo Cloud JD Edwards EnterpriseOne solution and Managed Support Services for Client:

Managed Support Services to be provided under this Statement of Work:

SECTION 1 – Infrastructure and Network Connectivity

SECTION 2 – Customer Care Services (Service Desk)

SECTION 3: - Technical Managed Services

SECTION 4: - Application Support Managed Services

JD Edwards Software modules under management as part of this Statement of Work:

JD Edwards Software modules	License Metric
Oracle Technology Foundation for JD Edwards EnterpriseOne 9.1	23,750 Employees
JD Edwards EnterpriseOne 9.1 System Foundation	23,750 Employees
JD Edwards EnterpriseOne 9.1 Time and Labor	23,750 Employees
JD Edwards EnterpriseOne 9.1 US Payroll	23,750 Employees
JD Edwards EnterpriseOne 9.1 Human Resources Management	23,750 Employees
JD Edwards EnterpriseOne 9.1 Human Resources Self-Services (Employee and Manager)	23,750 Employees
JD Edwards EnterpriseOne 9.1 Financial Management (minimal for Organizational components, Journal Entries, and inquiry)	20 Application Users
JD Edwards EnterpriseOne 9.1 One View Reporting Foundation	320 Application Users
JD Edwards EnterpriseOne 9.1 One View for Payroll	150 Application Users
JD Edwards EnterpriseOne 9.1 One View for Human Resources	150 Application Users
JD Edwards EnterpriseOne 9.1 One View for Financials	20 Application Users
Oracle User Productivity Kit Professional (UPK)	23,750 Employees
Vertex Payroll Tax Q Series	N/A

Custom Software modules and custom objects under management as part of this Statement of Work:

- ESS web site
- See Exhibit B for list of existing custom objects.
- Custom objects developed by Denovo under this SOW

Infrastructure Software to be delivered as part of this Statement of Work:

- Database Server:
 - Operating System - Red Hat Linux v.6,
 - Database - Oracle 11 G
- Application Servers:
 - Operating system - Red Hat Linux v.6 or Windows 2008 (depending on servers function)
 - JD Edwards EnterpriseOne 9.1
- JAS/HTML servers:
 - Operating system – Linux Weblogic v 10.3.5
- Web Server – WebLogic v 10.3.5
- Deployment Server

- Operating System – Windows 2008
- JD Edwards EnterpriseOne 9.1
- Anti-virus - Symantec
- Infrastructure Monitoring - Nimsoft v6.2
- Backups - TSM v6.1

The above JD Edwards EnterpriseOne and infrastructure software may change during this Agreement, although none are anticipated. Any changes will be mutually agreed.

SECTION 1 – Infrastructure and Network Connectivity

Location

Denovo currently has located the infrastructure and network components which provide the compute power, storage and telecommunications equipment to Client at Denovo's Colorado facilities. Upon Client's consent, which it shall not reasonably withhold, Denovo may relocate the aforementioned infrastructure, network components or facilities to another physical location within the continental United States of America. Denovo's responsibility for maintaining the performance of the Denovo Cloud JD Edwards EnterpriseOne solution begins in the Denovo data center and ends at the firewall installed in Client's facilities. Denovo agrees that at no time will these components be located in a facility outside the continental United States of America.

Client Infrastructure Requirements

In order to effectively and safely access the Denovo Cloud JD Edwards EnterpriseOne solution Client's infrastructure and network must meet the following requirements:

- As it relates to the Denovo Cloud JD Edwards EnterpriseOne solution all desktops, notebooks, laptops, and workstations must be installed with software and configured to meet the current Oracle supplied minimum technical requirements which are provided on Oracle website.
- Client's infrastructure and network will have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, developer workstations, desktops and laptops.
- All desktops, notebooks, and laptop software must be genuine, licensed and vendor-supported. This is especially important as it relates to supported browser versions.
- Client's infrastructure meets Denovo Cloud JDE E1 solution requirements per Denovo.

Infrastructure Managed Services (Monitoring, Management, Maintenance and Security)

Using the Denovo Cloud™, Denovo will provide the compute power, storage, and telecommunications equipment for Multi-Protocol Label Switching (MPLS) to support the JD Edwards EnterpriseOne environments (maximum of 9). The seven (7) environments are PS, DV, PY, TR, PD, PDB, and ESS. Two (2) additional environments will be available on an as needed basis as directed by Client.

Infrastructure Monitoring

Denovo and Client will define a reference set of agreed upon OLTP queries to run every 10 minutes. This will be measured within the Denovo datacenter. The performance stats will be available in the customer portal 24x7.

Base monitoring for compute power and storage will be performed. Monitoring is per interval, with thresholds.

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

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

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

- Polling of interface statistics for IO throughput, (LCL -1%, UCL 94%)
- Polling of interface statistics for discards, (LCL -1, UCL 1000)
- Polling of interface statistics for errors (CRC, FCS, RUNT, JUMBO), (LCL -1, UCL 30)
- Polling of file system usage (LCL 0%, UCL 93%)
- One (1) hour interval or longer with thresholds where applicable (if available by device)
- Software package monitoring, revision and installation date
- Polling of chassis health (Power, Temp, Fan Status)

Infrastructure Management

Denovo will monitor for advanced troubleshooting, repair, and changes as required to support Denovo's infrastructure. Specifically Denovo will perform the following In-Scope services:

- Software patch management addition or removal, including, database, operating system, and drivers; application updates are covered under Technical Managed services. Patching is driven by the necessity due to an incident or identified critical/exploited vulnerability. Denovo shall continuously monitor for vulnerabilities. Patches occur quarterly and security reviews are performed on an as needed basis. Critical patches will be applied as required based on Denovo recommendation and as mutually agreed.
- Creation/removal of user accounts required for access to development workstations.
- Creation/modification of scripts and/or batch files for log management, common tasks.
- Group policy creation or modification for Active Directory or system roles as required to access development workstations.
- Software package and licensing audits; as it relates to the Denovo Cloud JD Edwards EnterpriseOne solution.

Customer Care Portal

The Customer Care Portal is designed to be a central location for Denovo customers to access information about the services Denovo is providing. This portal will enable customers to open support requests and track those requests. The portal will also be a central location for documentation for the services provided. All reports will be published to the Customer Portal for the customer to access 24X7.

Denovo will provide twice annual training sessions for multiple individuals via a web session on using the portal for reporting and statistics. Additional requests for training may be subject to utilization of available hours. Denovo shall provide reusable training material to Client, which Client may use for training its employees, contractors and agents. To the extent that such training material is Denovo's Intellectual Property as defined in this Agreement, Client shall have a license to use such training materials beyond the termination of this Agreement for the aforementioned training purposes.

Infrastructure Maintenance Schedule

Maintenance of the Denovo data center equipment will occur during the normal maintenance windows once a month (during a window starting Saturday at 9:00 p.m. and ending at 3:00 a.m. Sunday morning, Central Standard Time). Denovo reserves the right to extend maintenance past the allotted time as needed but only in conjunction with Client's approval. A new Maintenance window will require mutual agreement of both Denovo and Client, and will become effective upon mutually agreed date.

Access to Infrastructure

It is the responsibility of Client to provide Client users with the appropriate technology to connect to Client's network remotely when such access is authorized by Client. Denovo will not provide access to the Denovo Cloud JD Edwards EnterpriseOne solution outside of Client's network.

Security:

Pursuant to Article 3(d) of Professional Services Agreement, Denovo maintains a security program which is further described in the Current Audit Report and the Security Policy. Denovo will allow Clients to achieve differentiated configurations, to the extent that such configurations do not use controls materially less protective than those provided in the Security Policy and the Current Audit Report.

Infrastructure Physical Security:

Annually and without cost to Client, Denovo shall complete a SOC 1 (formerly SAS70) and SOC 2 audit. The audit report will be provided upon request in hard copy form Denovo's data center facility shall, at a minimum, have:

- 3 layers of security with biometrics and video surveillance
- Fully redundant network
- Fully redundant power
- Configured uninterruptible power systems
- On-site diesel-powered generators
- High density power handling
- N+1 configured cooling systems
- 20-ton and 30-ton Datacenter Air Conditioning units
- Multi-layer security and monitoring systems
- 24x7x365 staffing

Infrastructure Logical Security

Production data will be stored on a different server from non-production data. JD Edwards EnterpriseOne user security will determine database access and update authority, and Test/Dev/Prod schemas will be utilized to keep users in specific environments.

All Operating System level access will follow the Denovo Enterprise Security Policy which has been provided to Client and will be updated and available upon request.

Application Logical Security

Using JD Edwards EnterpriseOne security, Client will administer security for individual users and for groups of users. Denovo will work with Client to set up security to ensure users in the system have permission to perform only those actions (add, change delete) and be able to view only the data, including masking sensitive fields in the data record, that is essential to complete their jobs. The JD Edwards EnterpriseOne security protects all JD Edwards EnterpriseOne environments.

JD Edwards EnterpriseOne User Provisioning

User provisioning to the Denovo Cloud JD Edwards EnterpriseOne solution will be provided by Client through the use of Client's active directory or other means utilized by Cook County.

Virus Recovery for Current, Licensed Antivirus protected systems

Denovo warrants that it will use Symantec, or other commercially reasonable virus detection software in testing and operating the County's applications. Notwithstanding the above, Denovo warrants that it will backup all hosted County data and utilize best efforts to fully restore and remediate any damage caused by any computer viruses or other malicious code to County's applications and data.

SECTION 2 – Customer Care Services (Service Desk)

Customer Care Services is the focal point for customer interaction with Denovo. Customer Care provides Tier 1, 2 and 3 support as defined in Article 4 Service Level Agreements. Denovo will handle support of the Services as follows:

- Step 1. Client will create a service ticket when reporting an issue with the Denovo Cloud JD Edwards EnterpriseOne solution. The service ticket will be submitted by calling the Service Desk directly, sending an email to the Service Desk, logging the issue through the Customer Care portal, or using Client's integrated help desk. Client will receive a confirmation email automatically when their ticket has been entered into the Service Desk system.
- Step 2. If the Service Desk is not able to resolve the ticket as a tier one issue then they assign it to a qualified Denovo representative as a tier 2 ticket.
- Step 3. The Denovo representative receives the service ticket through Denovo's automated workflow system and communicates with Client immediately upon receipt that they have been assigned the service ticket and are working their issue. This will result in an exchange of dialog/e-mails to further understand the issue.
- Step 4. If the person responsible is not able to personally resolve the issue they will elevate the ticket to tier 3 and will call upon other qualified members of the Denovo team or the software vendor.
- Step 5. Once the issue is resolved, it will be documented both at the Service Desk and with the individual or system who requested the service request.

Clients Ability to Manage Tickets

Client will be provided up to two (2) ITIL user licenses to manage service tickets in the Denovo Customer Care portal.

Integration with Other Help Desk Solution

Denovo will integrate with Client's help desk solution. Any custom integration services required to provide this integration will be provided on a time and materials basis. Standard integrations which are pre built integrations supported by ServiceNow will be provided at a minimal cost to Client.

Support and Escalation

Denovo will respond to Client's tickets under the provisions of the Service Level Agreement, and with best effort after hours or on holidays. Client must open tickets via phone, email, web portal, or Client's integrated help desk to Denovo's Service Desk. Each service request will be assigned a Trouble Ticket number for tracking. Mutually agreed upon escalation procedures are provided below in Article 4 - Service Level Agreements.

Coverage Hours – Denovo provides a manned Service Desk 24 hours a day 7 days a week. Managed services will be provided during coverage hours; 7:00 am to 7:00 pm Central Time Monday through Friday, excluding County holidays, unless otherwise mutually agreed upon by the parties.

Service outside Coverage Hours - Emergency services (Severity 1) will be performed outside of the hours of 7:00 am – 7:00 pm Central Time Monday through Friday, including Saturday and Sunday and all County holidays, shall not be billed separately and are included in this service. All other services will be performed during coverage hours. Article 4 defines Severity 1 issues.

Service Desk Escalation Process

Issues that are not resolved through standard support and help desk services, as described in this Section, may be escalated by Client to the Denovo Account Manager assigned to Client. If Client believes it is not getting an adequate response from the Account Manager, Client may escalate the issue to the Service Desk Director. The Service Desk system will automatically escalate the issue based on the thresholds defined in Article 4 Service Level Agreements.

Service Desk Reporting

Denovo shall provide Client with real time access to reports detailing Client's help desk requests for service and the timing and resolution of those requests by the Denovo Customer Support Team through the Customer Care Portal. Reporting will include for each ticket item at a minimum- a) ticket number, b) requestor, c) request time, d) severity, e) response time, f) escalation times, if any, and g) resolution time.

Governance

IT Executive Directors and Program Committee. The Parties shall appoint two (2) Denovo and three (3) Customer representatives as IT Executive Directors to serve on the IT Executive Committee. As of the Amendment Effective Date, the IT Executive Directors are: for Customer _CFO, CIO, and Comptroller; or their designees; for Denovo: Tom Connolly-Executive Vice President and Scott Sears-Vice President Public Sector, or their designees. Each Party shall each appoint one (1) Program Committee Member. The IT Executive Directors and Program Committee Members appointed by each Party may be replaced at the discretion of such Party, provided that the replacement assumes all general and specific responsibilities of his or her predecessor.

IT Executive Committee. The IT Executive Directors shall comprise the IT Executive Committee (the "IT Executive Committee"). The IT Executive Committee will monitor the general progress of the performance of the Parties and control the scope under this Agreement, analyze and attempt to resolve issues referred by the Program Executives, and seek to align and strengthen the strategic relationship between the Parties. IT Executive Committee is responsible to review and control the financial commitment of the Parties. The IT Executive Committee shall meet two (2) times per year, or more frequently as requested by either Party.

The Program Committee appointed by the Executive Committee is responsible for the tactical delivery, budget compliance, issue escalation, and stakeholder satisfaction under this Agreement.

Senior Executives. The Parties shall each appoint one (1) Senior Executive who will oversee the relationship between the Parties and act to resolve disputes prior to escalation to CPO as per Article 6 in Agreement.

SECTION 3: Technical Managed Services

Denovo has around the clock, seven (7) days a week, every day of the year, technical support coverage of all its data center operations and infrastructure. Denovo provides technical managed services to support system and database administration type Client activities within the Denovo Cloud JD Edwards EnterpriseOne solution during the Term of the Statement of Work. These services are requested via Denovo's Customer Care Services ("Service Desk") and provided remotely during Coverage Hours unless otherwise mutually agreed upon by the parties.

The following technical managed services are In-Scope in this Statement of Work. Denovo added 72 hours, or \$10,000, per month to current fees to account for Additional Frequency workload over baseline estimates. The Client may reduce this additional fee if the Additional Frequency workload is reduced proportionately. There will be no upward fee adjustment for additional workload.

Note 1: Up to nine (9) refreshes will be performed per month regardless of the individual environment being refreshed. A refresh script will be created to provide daily auto refresh of one (1) environment.

JD Edwards EnterpriseOne	Baseline Estimated Frequency	Additional Frequency	Time Period
CNC Services			
Printer Setup and Maintenance	As Needed		Coverage Hours
Maintain ESS Environment/Password Reset/AD Imports	None	Daily	Coverage Hours
Development Package Build-Update(DV/PY)	3-Weekly	7 Weekly	Coverage Hours
Development Package Build-Full(DV)	1-Monthly	1-Monthly	Coverage Hours
Prototype Package Build-Full(PY)	1-Monthly	1 Monthly	Coverage Hours
Production Package Build-Update	1-Weekly	6-Monthly	As scheduled with Client
Production Package Build-Full	1-Monthly	1-Monthly	As scheduled with Client
Environment Refresh-Data/Objects	1-Monthly ^{Note 1}		Coverage Hours
Environment/Path Code/OMW Maintenance	As Needed		Coverage Hours
OCM Maintenance	As Needed		Coverage Hours
Purge print queue, log directories, and workflow messages	Monthly		Coverage Hours
Technical Assistance and Troubleshooting	As Needed		Coverage Hours
Technical Assistance and Troubleshooting-Sev 1	As Needed		24X7
Installation of EnterpriseOne ESU's	As Needed		Coverage Hours
Installation of EnterpriseOne Tools releases	Annually		Coverage Hours
Installation of EnterpriseOne application updates (ASU's)	As Needed		Coverage Hours
Security Administration	As Needed		Coverage Hours
Technical Diagnosis/Performance/Design Improvements			
System Audit and Recommendation	Annual		Coverage Hours
Security Audit and Recommendation	Annual		Coverage Hours
Performance Tuning and Optimization	As Needed		Coverage Hours
Monitoring Services			

JD Edwards EnterpriseOne	Baseline Estimated Frequency	Additional Frequency	Time Period
EnterpriseOne Application Monitoring	Ongoing		Coverage Hours
Proactive Database Monitoring	Ongoing		Coverage Hours

Database Administration Services	Frequency	Time Period
Database Software Updates and Patches	Quarterly	Maintenance Window
Database Performance Tuning and Optimization	As Needed	Coverage Hours
Database Security Administration	As Needed	Coverage Hours
Database Capacity Planning	As Needed	Coverage Hours
Database Backups	Daily	As scheduled with Client
Database Recoveries	As Needed	Coverage Hours
Database Recovery Testing	Yearly	Coverage Hours

Batch Processing Performance

Denovo will provide monitoring of the job queues. These alerts are set up as follows:

- any time a batch process fails during a production run
- any time a submitted job remains in a "waiting" status for longer than a predetermined period of time
- any time a job is in "active" status for longer than a predetermined period of time

Once an alert has been generated and the Client notified, Denovo will take the following action to resolve the alerts listed above.

- When a batch process fails with an "E" status, an alert will be generated via email to the CNC Team as well as a Client designee. The CNC Team will review the error to see if it is a technical issue while Client will review the job that errored to determine if this was for a known reason. For example, a job will end up in "E" status if it is terminated on purpose by Client. Additionally, when Client takes down their AS400 over the weekend, interface jobs will fail during this period. Both of these situations do not warrant further action. If Client determines that the issue needs further investigation, Client will open up a ticket with Denovo.
- Denovo will be alerted when there are more than 10 jobs in a "W" wait status. Denovo will review and determine if things are operating normally or not and proactively alert a Client designee via email with a status update after review.
- Denovo will be alerted when any job is running for over 7200 seconds or 2 hours. Denovo will ensure the job is actively processing. If not, Denovo will alert Client designee via email on the status and that job will need to be terminated.

Denovo commits it will do everything within its control to ensure that Client's payroll cycles and other time critical processes are completed within the parameters of Client's business needs as reviewed by the Program Committee.

Reporting – Denovo will provide Client updates no less than monthly on volume frequencies for above categories

Out of Scope Services

The following technical managed services are Out-of-Scope in this Statement of Work:

- Technical managed services required to bring and maintain Client's internal infrastructure and network up to minimum standards required for Services.
- Training services- Not in scope -except Customer portal and ITIL User Licenses
- Major release of JD Edwards EnterpriseOne; due to the intrusive nature of a major release of the JD Edwards EnterpriseOne software, any services performed in conjunction with a major release will be billed on a time and material basis under a separate statement of work.