

**ORDERING DOCUMENT 002**

**Customer Name:** City of Rochester Hills  
**Customer Location:** 1000 Rochester Hills Drive  
 Rochester Hills, MI 48309

**Customer Contact:** Rochelle Lyons  
**Phone Number:** 248-841-2480  
**Email Address:** [lyonr@rochesterhills.org](mailto:lyonr@rochesterhills.org)

**Oracle License Agreement Name: US-TGMA-CPQ-3611582**

This Ordering Document (this “*Ordering Document*”), dated as of the 10th day of October 2024 (“*Effective Date*”), is by and between DENOVO VENTURES, LLC, a Colorado limited liability company (“*Denovo*”), and City of Rochester Hills, a Michigan municipal corporation (the “*Customer*”) (each a “*Party*” and together the “*Parties*”).

**RECITAL**

Denovo is an authorized reseller or distributor of certain products and services made available by Oracle America, Inc. (“*Oracle*”), and has been authorized by Oracle to sell and/or sublicense the hardware, program licenses and/or technical support services described in this Ordering Document to Customer. Customer desires to contract with, purchase and/or sublicense from Denovo such products, licenses and/or services, pursuant to the terms and conditions set forth herein.

**AGREEMENTS**

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

1. **Description of Products, Licenses and Services; Applicable Fees.** Customer has ordered the hardware, program licenses and/or 12 months of technical support services set forth below pursuant to the terms of **US-TGMA-CPQ-3611582** executed simultaneously herewith (the “*Oracle Terms*”), and this Ordering Document. Customer shall deliver to Denovo the Oracle Terms at the time of execution of this Ordering Document, and thereafter fully comply with the Oracle Terms. By placing this order, Customer confirms that it has entered into and agreed to the Oracle Terms with Oracle. Software items listed on this Ordering Document, excluding operating system, integrated software, and integrated software options are considered “programs” as defined in the Oracle Terms. All programs, hardware, products and services ordering under this Ordering Document are subject to the terms set forth in the Oracle Terms and in all related Oracle documents. All fees on this Ordering Document are denominated in US Dollars.

License Summary	Metric	Qty	Unit Price	List Price	40% Discount
L28757 – JD Edwards EnterpriseOne Human Resources-	Employee Perpetual	300	\$185	\$55,500	\$33,300
L28758 – JD Edwards EnterpriseOne Payroll	Employee Perpetual	300	\$225	\$67,500	\$40,500
L28759 – JD Edwards EnterpriseOne Self-Service Human Resources	Employee Perpetual	300	\$75	\$22,500	\$13,500
L32420 – JD Edwards EnterpriseOne Time & Labor	Employee Perpetual	300	\$110	\$33,000	\$19,800
<b>TOTAL SOFTWARE LICENSES</b>				<b>\$178,500</b>	<b>\$107,100</b>
<b>Annual Support</b>				<b>\$39,270</b>	<b>\$23,562</b>
<b>Total Year 1 Fee Due</b>				<b>\$217,770</b>	<b>\$130,662</b>

2. **Commencement Date.** All program licenses and the period of performance for all services are effective upon the effective date of this Ordering Document. If shipment of tangible media is required, the program licenses and the period of performance for all services are effective upon shipment of tangible media.
3. **Fees, Invoicing, and Payment Obligation**
  - a. All fees due under this Ordering Document are invoiced as of the commencement date and shall be due and payable net fifteen (15) days from the date of invoice. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

- b. In addition to the fees listed herein, Denovo will invoice the Customer for any applicable shipping charges or applicable taxes.
- c. All fees due under this Ordering Document shall be non-cancellable and the sums paid nonrefundable, except as provided in this Ordering Document.
- d. In entering into payment obligations under this Ordering Document, Customer agrees and acknowledges that the Customer has not relied on the future availability of any hardware, program or updates. However, (a) if Customer orders technical support for programs licensed under this Ordering Document, Denovo shall ensure that Oracle continues to provide such technical support in accordance with the terms of this Ordering Document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to the Customer for any program licensed under a separate licensing agreement with Oracle.
- e. Unless otherwise agreed to in writing by both Parties, all amounts to be paid by Customer to Denovo under this Ordering Document may be made using electronic or automated clearing house (ACH), automatic bill pay mechanisms, or by federal wire transfer to the account or accounts designated below:

**Denovo Ventures, LLC**

ACH/Wire: First Citizens Bank

ABA/Routing: 053100300

Account: 1822000629

Beneficiary FCB Customer Account Name: Denovo Ventures, LLC

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

- 4. **Technical Support.** In the event that Customer decides to purchase technical support from Oracle following the initial year of technical support provided by Denovo, if any, the amount of the total net annual technical support fees for the subsequent year of technical support for the programs shall be set by Oracle.
- 5. **Territory.** Customer shall accept delivery of and use the ordered program licenses and services described in this Ordering Document only in the United States.
- 6. **Delivery and Installation of Programs.** Customer elects to receive the programs via electronic download as further described in the Oracle Terms. Not all programs are available on all hardware/operating system combinations. Customer shall be responsible for installation of the programs unless agreed in a separate agreement between the Customer and Denovo.
- 7. **Segmentation.** The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services, are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services, the Customer may receive or have/has received from Denovo or Oracle. The Customer understands that it may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services, independently of any other product or service. The Customer's obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.
- 8. **Additional Services.** If Customer requests that Denovo provide any services beyond any technical support services purchased in Section 1, including, without limitation, hosting, managed services, disaster recovery, and consulting services, Denovo will provide a separate Master Services Agreement, Statement of Work ("SOW"), or Service Description ("SD") for the service being purchased to be executed by Customer. The terms and conditions of the Master Services Agreement and applicable SOW / SD apply exclusively to the services therein and are separate from this Ordering Document. If Customer requests any products that require a software product license or purchase from a third party, Customer will execute the applicable license or other agreement directly with the third party, and such license or agreement shall be separate from this Ordering Document.

9. **Offer Validity.** This Ordering Document is valid through **November 30, 2024** and shall become binding upon execution by Customer and acceptance by Denovo, as well as acceptance by Oracle of Denovo's corresponding order.
10. **Entire Agreement.** By signing below, Customer and Denovo each agree that this Ordering Document constitutes the entire agreement between the Parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the Customer's purchase order or elsewhere, shall apply. This order is placed subject to the terms of the Oracle Terms.
11. **Source Code.** Oracle may deliver source code as part of its standard delivery for particular programs, operating system, integrated software, or integrated software options. All source code delivered by Oracle is subject to the terms of this Ordering Document, the Oracle Terms, and any program documentation.
12. **Customer Reference.** Oracle and Denovo may refer to the Customer as an Oracle and/or Denovo customer of the ordered products and services in sales presentations, marketing vehicles and activities.
13. **Disclaimer of Warranties.**
- a. **UNLESS OTHERWISE STATED IN THIS ORDERING DOCUMENT, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE PURCHASE, INSTALLATION AND/OR USE OF THE HARDWARE, PRODUCTS, AND SERVICES ORDERED HEREIN ARE AT ITS SOLE RISK. THE HARDWARE, PRODUCTS, AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CUSTOMER ACKNOWLEDGES THAT DENOVO IS MERELY PROVIDING CUSTOMER WITH HARDWARE, PRODUCTS, AND SERVICES FROM ORACLE AND THEREFORE DENOVO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE HARDWARE, PRODUCTS, AND SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DENOVO MAKES NO WARRANTY THAT (I) THE HARDWARE, PRODUCTS, AND SERVICES WILL MEET CUSTOMER REQUIREMENTS, (II) THE HARDWARE, PRODUCTS, AND SERVICES WILL BE SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE HARDWARE, PRODUCTS AND SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF THE HARDWARE, PRODUCTS, AND SERVICES PURCHASED BY CUSTOMER WILL MEET CUSTOMER'S EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED ELECTRONICALLY IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS ORDERING DOCUMENT.**
  - b. **IN THE EVENT THAT CUSTOMER HAS AN ISSUE / CLAIM WITH ANY ASPECT OF THE HARDWARE, PRODUCTS, AND SERVICES (OTHER THAN DELIVERY OF THE SAME), CUSTOMER SHALL LOOK SOLELY TO ORACLE.**
14. **Limitation of Liability; Exclusion of Damages.**
- a. **DENOVO'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS ORDERING DOCUMENT WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID BY THE CUSTOMER UNDER THIS ORDERING DOCUMENT FOR THE HARDWARE, PRODUCT, OR SERVICE GIVING RISE TO SUCH DAMAGES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL DENOVO, CUSTOMER, OR ANY SUCH PARTY'S PERSONNEL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, DATA, OR DATA USE) NOR SHALL THEY BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.**
  - b. **No action, regardless of form, arising under or relating to the Ordering Document, may be brought by either Party more than one (1) year after the event giving rise to the cause of action has been discovered or reasonably should have been discovered.**

## 15. **Dispute Resolution.**

- a. **General.** In the event of any dispute, claim or controversy arising out of or relating to the negotiation, execution, and performance of this Ordering Document, including without limitation any alleged contractual, statutory, or tort claims, regardless of whether such claims are brought at law or in equity, and any dispute regarding the arbitrability of such issues as set forth in this section ("*Dispute*"), one Party shall notify the other Party in writing of the Dispute in sufficient detail to put the other Party on notice of the nature of the Dispute. The Parties shall work together in good faith first to informally resolve the Dispute internally by escalating it as necessary to progressively higher levels of the administrative structure.
- b. **Binding Arbitration.** If informal resolution fails, the Parties expressly agree that any and all Disputes shall then be determined by binding arbitration pursuant to the Colorado Revised Uniform Arbitration Act, C.R.S. § 13-22-201, et seq., and in conformance with the Commercial Arbitration Rules of the AAA. The location of any and all arbitration proceedings shall be Denver, Colorado. Any such dispute, controversy or claim shall be determined by one (1) arbitrator selected by mutual agreement of the Parties. If the Parties are not able to expeditiously agree upon the arbitrator, an arbitrator shall be determined by striking names from a list of potential arbitrators provided by the AAA. Any and all arbitrators selected shall be independent of the Parties to the Ordering Document. Any questions regarding the arbitrability of a Dispute or the claims asserted therein shall be resolved by the Arbitrator. Arbitration shall be conducted expeditiously as time shall be deemed to be of the essence in determining any matters subject to arbitration. The decision or award of the arbitrator shall be final and binding upon the Parties to same extent and to the same degree as if the matter had been adjudicated by a court of competent jurisdiction. The costs and expenses of the arbitration and of the prevailing Party (including reasonable attorneys' fees) shall be paid by the non-prevailing Party. The Parties expressly incorporate the bar on punitive damages set forth in C.R.S. § 13-21-102(5) and each Party knowingly waives any alleged right to recover an award of punitive damages from the other regardless of the nature of the Dispute.

16. **Third Party Beneficiaries.** Except for Oracle, who the Parties expressly acknowledge is a beneficiary under this Ordering Document, nothing contained in this Ordering Document is intended to confer upon any third person any rights, benefits or remedies of any kind or character whatsoever, and, except as otherwise specifically stated herein, no person shall be deemed a third party beneficiary under or by reason of this Ordering Document.

## 17. **Miscellaneous.**

- a. This Ordering Document may not be amended, modified, or supplemented except by written instrument signed by the Parties.
- b. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any other default or breach thereof or of any other agreement or provision herein contained.
- c. If any provision or portion of a provision of this Ordering Document is declared void and/or unenforceable, such provision or portion shall be deemed severed from this Ordering Document, which shall otherwise remain in full force and effect.
- d. This Ordering Document is binding on and inures to the benefit of the Parties to this Ordering Document and their respective permitted successors and permitted assigns; provided, however, the Customer may not assign or delegate any of its rights or obligations under this Ordering Document without the prior written consent of Denovo.
- e. This Ordering Document shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts to be performed solely within such state.
- f. All notices, demands and other communications to be sent by one Party to the other under this Ordering Document shall be in writing and shall be deemed to have been validly made, given, served and received if given or served by delivery in person to the addressee, or if sent by electronic transmission with delivery verification (as applicable), or three (3) days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as indicated in the introductory paragraph for the Customer and, for Denovo, to: Attention: Legal Department, 371 Centennial Parkway, Suite 220, Louisville, CO 80027, legal-notices@denovo-us.com.

- g. This Ordering Document may be executed in one or more counterparts, all of which taken together shall constitute one instrument. A facsimile or other electronic copy of a signature on the Ordering Document shall be acceptable as and deemed to be an original signature.

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

**DENOVO VENTURES, LLC**

**CITY OF ROCHESTER HILLS, MI**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_