

SERVICE ORDER 001 - Managed Services

Customer:	City of Costa Mesa	Contact:	Carol Molina
Address:	77 Fair Drive	Phone Number:	TBC
City, State, Zip:	Costa Mesa, CA 92626	Email Address:	carol.molina@costamesaca.gov
MSA Referenced:	September 1, 2025	Initial Term:	Twenty-Four (24) Months
Effective Date:	September 1, 2025	Successive Term:	Two (2) - One (1) Year Options

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

The Initial Term will begin on the Effective Date and end on the date set forth above. Customer will have the option to renew this SO for two (2) Successive Term(s) (as defined above), Customer shall provide written notice of renewal at least sixty (60) days before the end of the then current term. Such notice of renewal will become effective on the date the current term expires.

- Definitions.** Capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit A.
- Entire Agreement.** The MSA, this SO, its Attachments and Exhibits constitute the entire agreement between the Parties relating to the subject matter hereto. All previous service orders and amendments thereof are hereby superseded and replaced in their entirety.
- Service Entitlements – Oracle Cloud Applications**

Column 1: Entitlement(s)	Column 2: Metric	Column 3: QTY	Column 5: Description
Functional Support	Oracle Application Modules	1	<p>Denovo will provide Functional Support for the following modules:</p> <p>Oracle ERP/SCM Cloud for up to Seven Hundred users of the following modules: Financials (General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Cash Management, Projects and Grants Management, Expenses, Self-Service), Procurement (Purchasing, Self-Service), Supply Chain Management (Inventory Management), and delivered reporting.</p> <p>Oracle EPM Cloud for up to Twenty-Five users of the following modules: Budgeting (Operating, Workforce, Capital) and delivered reporting.</p> <p>Oracle HCM Cloud for up to One Thousand users of the following modules: Core HCM (HR Organizations, Employees, Work Structures, Benefits, Absence Management), HR Help Desk, HCM Communicate, Touchpoints, Payroll (Payroll Processing, Compliance and Reporting), Time and Labor (Time Reporting and Management), and delivered reporting.</p> <p>Functional Support Services consist of Denovo's responses to Customer issues and inquiries regarding the functioning and use of the Applications as submitted by Customer's Authorized Contacts. These services exclude the development or implementation of new functionality, new business locations, new business units, or new reports, programs, or objects.</p> <p>Denovo shall provide Functional Support Services during the hours (8:00 AM to 5:00 PM PST, Monday through Friday). The Service Coordinator will supply Denovo with the names of up to fifteen (15) Customer employees who qualify as Authorized Contacts. Customer may purchase additional Authorized Contacts. Functional Support Services will not be offered on Denovo's holidays, which shall not exceed ten per calendar year. Denovo will provide 24x7 support for Priority One issues.</p> <p>Upon proper request from the Service Coordinator, Denovo shall promptly process any additions, deletions, or changes to the list of</p>

Column 1: Entitlement(s)	Column 2: Metric	Column 3: QTY	Column 5: Description
			<p>Authorized Contacts and address declarations of Critical Processing Periods.</p> <p>In the event of a Critical Processing Period—that is, when Customer is engaged in critical business processes such as acquisition activities, special payroll periods, or fiscal year closes—Denovo will: i. Notify its operations and support personnel of the special requirements; ii. Refrain from scheduling maintenance or downtime during the period; and iii. Accelerate its response to incidents and service requests.</p> <p>Denovo's efforts are subject to resource availability and overall staffing requirements. Customer must promptly notify Denovo upon identifying the need for a Critical Processing Period, provide at least five business days' notice, and ensure that each period does not exceed 48 hours. Critical Processing Periods may only be designated for events beyond typical day-to-day activities, with Customer being entitled to four such periods per year.</p> <p>Denovo and Customer will conduct pre-planning sessions to review support requirements for Critical Processing Periods. During these sessions the Parties will define the expected support requirements.</p>
Release Management	per installation per month	1 per Quarter	<p>The QTY specifies the number of Installations for which Denovo will provide Release Management services.</p> <p>Denovo will provide Project Management, Technical Leadership, and Application skills to assist Customer with Oracle quarterly release updates.</p> <p>Customer is responsible for procuring vendor-provided maintenance for the Oracle Applications supplied by Customer under terms that permit Denovo to receive and administer such maintenance.</p> <p>The Service does not include the upgrade of any third-party applications.</p>
Integration Management	Per Integration	Up to 20 Integrations	<p>The QTY specifies the number of integrations Denovo will manage for Customer.</p> <p>The service includes monitoring, and issues resolution. The service does not include the services required to develop new integrations or to implement changes to existing integrations.</p> <p>The list below is the integrations which have been defined.</p> <ul style="list-style-type: none"> • Out-of-the-box integrations between Oracle Cloud modules, • US Bank P-Card to Oracle AP, • Commerce Bank Payments to Oracle AP, • Oracle AP to JP Morgan Direct deposit, • Oracle AP to JP Morgan Positive Pay, • Tyler Land Mgmt. to Oracle AR, • Central Square to Oracle AR, • ActiveNet Recreation to Oracle AR, • Pettrack to Oracle AR, • Tyler Land Mgmt. to Oracle Projects, • AssetWorks to Oracle Fixed Assets, • TeleStaff (Fire Dept.) to Oracle Time & Labor, • Oracle Payroll to PERS, • Oracle Payroll to PARS, • Oracle Payroll to CA457, • Oracle Payroll to Nationwide, • Oracle Payroll to ICMA-RC & ICMA-401A (MissionSquare Retirement), • NeoGov to Oracle HCM • Laserfiche

4. Service Entitlement – Operations, Service Desk, and Others

Column 1: Entitlement(s)	Column 3: Included / Not Included	Column 5: Description
Change Enablement Process	Included	Denovo shall adhere to its Change Enablement Process when implementing changes to the Services. Such changes may involve modifications to products or release levels used in the Services and may include the installation and implementation of Application Patches. The Change Enablement Process includes, at a minimum, providing advance notification to the Service Coordinator of the proposed change—detailing the work steps and the expected timetable; preparing a Change Management Plan that specifies the change, identifies the affected Services components, outlines testing procedures for both Denovo and Customer, includes a risk assessment, and details a recovery or back-out plan with risk mitigation measures; submitting the Change Management Plan to the Denovo Change Approval Board for approval prior to implementation; testing the change in non-production environments or, if not practical, during time periods approved by Customer; coordinating the implementation of the change with the Service Coordinator; verifying the successful completion of the change with the Service Coordinator; and posting the results of the change to Denovo’s service management systems.
Service Management	Included	Denovo will create process documentation and procedures for the Services (the “Run Book”), which will be reviewed periodically or upon mutual written agreement by the parties and may be updated at Denovo’s discretion. The Run Book will include, at a minimum, details on operational communication and processes between Customer and Denovo teams; procedures for Customer Support Services including reporting, escalation, and contact information; identification of key support roles such as Service Coordinators and Authorized Contacts; Service Desk logging, ticketing, management, and reporting; communication and coordination regarding the Change Enablement Process; and procedures for data protection, backup, and restoration. The parties agree that the Run Book will be materially complete within ninety (90) days after the ‘go live’ or conversion to Denovo Cloud Services. Customer and Denovo shall also meet periodically at a managerial level or higher to review matters related to their relationship and this Service Description (referred to as “Service Reviews”). These Service Reviews will cover topics such as executive stakeholder alignment, performance and Customer goals review, the availability of Applications and Cloud Services, analysis of incident and service request trends, status updates on open professional services projects, recommendations for service improvements, discussions regarding Service Fees and charges, and pending renewal decisions. Unless waived at the sole discretion of Customer as indicated through email or other written means, the parties agree that the Service Reviews will begin ninety (90) days after the ‘go live’ or conversion to Denovo Cloud Services.
Service Desk Services	Included	Denovo shall provide a continuously staffed Service Desk that receives and addresses all incident reports, service requests, and other administrative matters in accordance with the Service Level Targets. For clarity, the Service Desk Services apply to all Entitlements elected by Customer under this SO. Through its always-staffed Service Desk, Denovo shall perform the following Service Desk Services: (a) Respond to incidents and service requests. (b) Collaborate with Customer to develop response and escalation criteria based on the ITIL framework and Customer’s assessment or designation of impact and urgency. (c) Conduct incident management activities consistent with the mutually agreed processes and procedures. (d) Follow operator instructions provided by Customer to remediate alerts and incidents. (e) Escalate incidents to Customer personnel in accordance with an escalation matrix published by Customer and updated periodically.

Note: Denovo’s Standard Operating Processes, Service Level Agreements, Service Level Credits, and Other Terms related to these Service Entitlements are further described in Exhibit B. Denovo’s Implementation and Onboarding Plan is provided in the Exhibit C.

5. Service Fees and Pricing

- a. During the Initial Term the minimum monthly Service Fee is \$8,125 dollars plus any additional monthly Service Fees specified apply, respectively, on a monthly basis, to any usage for that month above those included Entitlements. The payment of \$195,000 is due within thirty (30) days of Phase I Go-Live.
- b. Customer will have the option to renew for two (2) one (1) year Successive Terms. If Customer selects to renew for a Successive Term the minimum monthly Service Fee is \$16,250, plus any additional monthly Service Fees specified apply, respectively, on a monthly basis, to any usage for that month above those included Entitlements. The payment will be due as follows:
 - a) 1st Successive Term - \$195,000 due twelve (12) months post Phase I Go-Live.
 - 2nd Successive Term - \$195,000 due twenty-four (24) months post Phase I Go-Live.

- c. Customer will: (i) reimburse Denovo for all shipping, printing, copying, and other incidental services reasonably incurred by Denovo in providing the Services requested by Customer at cost; and (ii) pay Denovo, at agreed rates, for other additional expenses and services, including, but not limited to, travel (which shall be reimbursed based on Denovo's Travel Policy), hourly additional support or consulting services, remedy of Customer procedural use errors, additional telecommunications carrier charges provided by Denovo, all as may be agreed in advance by Customer and Denovo ("Other Charges") and in accordance with the MSA. Other Charges shall be payable monthly, in arrears.
- d. All Application Service Fee prices shall increase annually as of each anniversary of the Effective Date by the percentage increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U. S. Department of Labor for U.S., for All Items with Base Years 1982-84=100 (the "CPI-U Index") over each such annual period. Those annual increases will be measured from the month for which the most recent index results are published at the time of adjustment.

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

City of Costa Mesa	DENOVO VENTURES, LLC
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A - Definitions

Definitions in This Exhibit may reference other definitions provided later in the Exhibit. For example, the definition of 'Application' refers to the definition of 'Compute Instance,' which appears below it.

General Definitions:

Application Patches. Updates or fixes that are installed to modify, repair, or enhance the functionality of the Applications within the Services.

Application(s): An “Application(s)” is defined as any non-operating system-related software running on a Compute Instance. Except for (i) the Denovo Management Stack, (ii) Denovo-provided Rental Software, or (iii) as otherwise explicitly stated in this SO, Customer is responsible for the installation, patching, security, licensing, and administration of all Applications.

Authorized Contact(s). The Customer employees designated by the Service Coordinator who have the requisite functional and procedural knowledge of the Applications. These individuals are authorized to submit issues and questions to Denovo under the Customer Support Services.

Change Enablement Process. The structured procedure established by Denovo for implementing changes to the Services, including modifications to products, release levels, and the installation of Application Patches.

Change Management Plan. A written document detailing the specific change to be executed, including the affected Services components, testing procedures by Denovo and Customer, a risk assessment, and a recovery or back-out plan with associated risk mitigation measures.

Critical Processing Period. A period identified by Customer (with a minimum of five business days’ notice and a duration not exceeding 48 hours) during which Denovo will (i) alert its operations and support personnel, (ii) avoid scheduling maintenance or downtime, and (iii) expedite responses to incidents and service requests. This provision is intended for events outside the normal day-to-day work activities and is limited to four such periods per year.

Customer Components: “Customer Components” refers to all products, data, and content, including hardware and software, that Customer provides not being directly managed by Denovo.

Customer Support Services. Services that involve responding to Customer issues and questions regarding the functioning and use of the Applications and Cloud Services. These services are provided by Denovo during its specified business hours (6:00 AM to 5:00 PM, PST or MDT, Monday through Friday, excluding designated holidays) and do not include creating new functionality, establishing new business locations or units, or developing new reports, programs, or objects.

Denovo Change Approval Board. The committee within Denovo that reviews and approves the Change Management Plan prior to the implementation of any change.

Denovo Management Stack: The “Denovo Management Stack” refers to software that Denovo will install and maintain on Compute Instances to ensure security and management. The “Denovo Management Stack” includes antivirus software, monitoring agents, security agents, and other necessary components for managing and securing Customer’s environment.

Immediate Control. Immediate Control is defined as Cloud Assets in Customer Tenancy or Denovo Provided Tenancy in which Denovo has direct and exclusive control. Immediate Control excludes i. Customer Components that Denovo does not manage, ii. Customer’s desktop computer hardware, iii. Customer’s network services which allow Customer to access the Application’s in the Cloud Environment, iv. the delivery, performance, and functionality of Applications

software, support, and services provided by third party and Application software licensors, v. any Customer changes to a Cloud Assets or Cloud Environment for which they have administrative control.

Intentionally Blank. Intentionally Blank indicates an unused Section of this SO that is not applicable to Customer. It is left blank to keep the numbers consistent.

Maintenance Services Period. The specific hours and days, as agreed to by Customer and set forth in this SO, during which Maintenance Services are performed.

Maintenance Services. The maintenance activities performed by Denovo on the Applications using commercially reasonable and diligent efforts.

Patches. Vendor-provided patches that are implemented as part of Operations Services. Denovo deploys these patches in accordance with its Change Enablement Process within a commercially reasonable timeframe following their receipt.

Service Coordinator. The individual designated by Customer who is responsible for overseeing Customer Support Services. The Service Coordinator selects up to five Customer employees (Authorized Contacts) with substantial functional and procedural knowledge regarding the use of the Applications and is responsible for updating these designations as necessary.

Service Desk Services: The collection of actions performed by Denovo through the Service Desk, including responding to incidents and service requests, developing response and escalation criteria with Customer, performing incident management activities per agreed procedures, following Customer operator instructions, and escalating incidents per Customer's escalation matrix.

Service Desk. The facility provided by Denovo, staffed continuously (24/7), that receives and addresses all incident reports, service requests, and other administrative matters in accordance with the Service Level Targets.

Service Level Targets. The performance metrics and standards that govern the handling of incident reports, service requests, and other administrative matters received through the Service Desk.

Exhibit B - Standard Operating Procedures / Service Levels / Other Terms

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

1. Customer Support Procedures

- i. Authorized Customer users will communicate issues via phone or Customer Care Portal to the Service Desk by creating (or causing to be created) a support case. Each support case will be assigned a ticket number for tracking.
- ii. At the time Denovo accepts a support case, Denovo will record an initial severity level of the support case based on the severity definitions included in the table below. Customer may reasonably increase the priority of incidents and service requests based on its assessment and explanation of the impact and urgency of those incidents and service requests.
- iii. If, during the service process, the support case no longer warrants the severity level currently assigned based on its current impact on the production systems, then the severity level will be adjusted to the severity level that most appropriately reflects its current impact.
- iv. Customers shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact and urgency to business processing on the production systems. Customer acknowledges that Denovo is not responsible for any failure to meet performance standards caused by Customer's intentional misuse or misassignment of severity level designations.
- v. Denovo personnel receiving the support case will communicate with Customer promptly upon receipt that they have been assigned the Service ticket and are engaged to respond to and resolve the issue. This may result in the exchange of dialog / emails to further understand the issue. The support case will be worked according to Customer support tiers described below.
- vi. Once a support case is resolved, it will be documented in the Service Desk and communicated to the individual who requested the support case. Customer will promptly use its reasonable efforts to confirm that the service case is resolved and, as appropriate, indicate to Denovo that the service case may be closed.

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

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

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

- ii. Service Desk Priority is based on Customer's good faith assessment of impact and urgency in accordance with the Issue Definition in the table above.
- iii. All service requests will be entered as a Priority Four (4) and will be subject to Denovo scheduling the Service. Administrative requests will be responded to promptly by Denovo.

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

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

- i. Commencing at the conversion or 'go live' date (defined as the date Customer accepts the Services and those Services are materially used by Customer in production business operations) and provided that Customer remains in compliance with the terms and conditions of the MSA and this SO, Denovo will provide Customer with the Services in adherence with the Service Level Targets and procedures set forth herein.
- ii. Commencing at Denovo's activation of Customer's environment but excluding any time during which the Services or any Services Resources are not available for Maintenance Services, Denovo will make available the Service(s) described in Service Orders of the time in any calendar month during the term of this SO ("Service Availability").

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

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

- iv. The availability of the Services will be measured by commercially available and Denovo developed monitoring tools and utilities. This may include the ability to use the Services as required by the Applications including sample Applications transactions within the Services.
- v. Specifically excluded from the number of minutes that the Applications are not available are (i) planned interruptions to the Services including any Maintenance Services Period, (ii) reasons of Force Majeure (as defined in the MSA), (iii) items outside Denovo's Immediate Control (as defined below); (iii) time associated with any misuse of the Services by Customer or its authorized third parties, or (iv) time associated with a service interruption caused by an external security threat.
- vi. "Service Availability" will incorporate and apply only to those resources, items, or events in Denovo's Immediate Control.
- vii. Any periods of service interruption initiated by Denovo at the request or direction of Customer that require the Services to be temporarily unavailable are excluded from the calculation of the Service Availability.
- viii. Following the end of each calendar month, Denovo measures the Service Availability for the preceding month as defined in this SO. Denovo will provide Customer with access to this information promptly, through our customer portal.
- ix. This portal will provide metrics on system availability for the Services purchased under this SO. Upon Customer's reasonable request, Customer will have the right to receive (i) reasonably detailed existing Denovo Service Level reports and measurement data from Denovo, and (ii) additional Service Level data and reports, such as Customer may define and Denovo may have available.

4. Service Level Credits

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

- i. First (1st) month of missed Service Availability: One (1) day's Service Fees for the applicable month for the affected Service.
- ii. Second (2nd) consecutive month of missed Service Availability: Two (2) days' Service Fees for the applicable month for the affected Service.
- iii. Third (3rd) consecutive month of missed Service Availability: Three (3) days' Service Fees for the applicable month for the affected Service.
- iv. Fourth (4th) consecutive month of missed Service Availability: Four (4) days' Service Fees for the applicable month for the affected Service.
- v. Fifth (5th) consecutive month of missed Service Availability: Five (5) days' Service Fees for the applicable month for the affected Service.

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

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

5. Other Terms

- i. Any Change implemented by Customer that could affect the performance of Denovo's tools (i.e., management, monitoring, etc.) or Denovo's ability to monitor/manage/support the environment must be agreed to by both parties, in writing, prior to implementation.
- ii. Customer shall advise Denovo of applicable regulatory requirements or obligations which may affect Denovo's provision of the Services.
- iii. Denovo is not responsible for any interruption of the Services caused by other activities Customer directs, denial of Service attacks, national or worldwide incidents of computer viruses, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Denovo's other vendors), and other force majeure items as set forth in the MSA and/or this SO provided that Denovo utilizes commercially reasonable efforts under the circumstances to minimize the impact of the force majeure event on Customer.
- iv. Customer will not use, or permit use of, the Services in a manner, which is (i) illegal; (ii) infringes the patent, copyright, trademark, confidential information, or intellectual property rights of a third party; or (iii) violates general standards of behavior on the Internet, collectively "Service Misuse". Customer shall be responsible for any such Service Misuse and indemnify Denovo, its employees, affiliates, agents, licensors, suppliers, and subcontractors against any liabilities arising from or relating to any such Service Misuse.
- v. Customer's system will have potential security vulnerabilities, even with the Services, including, but not limited to, the vulnerability of Customer's network or systems to (i) access by persons within Customer's organization which exceeds the authority granted to such persons; (ii) snooper attacks by persons granted access by Customer to its network to obtain and misuse access codes, passwords and other data; (iii) physical access to equipment at Customer sites; and (iv) access to passwords and similar information that is written down or otherwise not afforded an appropriate level of protection by Customer. Denovo does not guarantee that the Services will eliminate all risk or prevent damage from network or system security breaches such as the above.
- vi. Customer will supply Denovo personnel with reasonable accommodations and any physical or online access to any Customer facilities, personnel, locations, or networks as reasonably necessary to perform the Consulting Services. If it becomes necessary for Denovo personnel to be on-site at a Customer location, Denovo will give Customer advance notice. Denovo will obey, and will ensure that all Denovo personnel obey, whenever on site at any Customer location or any other facility that is owned, leased, or operated by Customer or any of its affiliates, all lawful, reasonable, and applicable rules and regulations as well as Customer's reasonable policies, standards, and procedures, as such policies are communicated in writing by Customer to Denovo from time to time. The Customer will have the same obligations with regard to its personnel on Denovo premises. Such rules and policies will not operate to materially change the terms of this SO. Denovo and Customer will each designate a point of contact for the Consulting Services and will work together to detail necessary project plans and approaches. Notwithstanding any other provisions herein, Customer acknowledges that Denovo's ability to provide the Consulting Services is likely to be

affected if Customer does not provide the necessary access and assistance, and Denovo shall have no liability for any delays or cost increases caused by Customer's failure to provide such access and assistance.

- vii. Customer is responsible for all third-party software licensing and maintenance and agrees to comply with all applicable third-party end-user license agreements.
- viii. If it is necessary for Denovo to provide Time and Materials ("T&M") Services for additional Customer network discovery, the Denovo Professional Consulting Services group will provide a separate Statement of Work that defines timelines, tasks and the services rate per hour required to complete the work.
- ix. This SO outlines the full breadth of Services to be provided by Denovo to Customer. Any omission of pre-requisites or need for additional services shall result in a Change Order Request, or support will be best effort on a next business day basis.
- x. Any requested Change to Customer's environment once it has been implemented may be subject to additional fees.
- xi. Additional Services may be added or deducted via the Change Order Request process as defined in the MSA.
- xii. This SO does not include any travel or out-of-pocket expenses, if required, to Customer's facility.

Exhibit C – On-Boarding

Intentionally Blank