

**AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN THE
THE SANTA CLARA STADIUM AUTHORITY
AND
INTWO, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code (Authority) and InTWO, Inc., a Delaware corporation (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Framework Agreement between the Santa Clara Stadium Authority and SaaSplaza, Inc.", dated March 19, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide Microsoft Dynamics Cloud Services, and the Parties now wish to amend the Agreement to add a Dedicated SQL Server to the subscribed services.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. All references to "SaaSplaza, Inc." in this Agreement shall be replaced with "InTWO, Inc.". All rights and obligations of the Authority and of the Contractor under this Agreement are unaffected by this assignment.
- 2. The Service Order of the Agreement, entitled "SaaSplaza Services Agreement," which contains pricing details is replaced and superseded by Service Agreement for the Santa Clara Stadium Authority (First Revised) which is attached hereto and incorporated in the Agreement.
- 3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

SANTA CLARA STADIUM AUTHORITY
a California Joint Powers Authority

Approved as to Form: _____

Dated: _____

Stadium Authority Counsel

RAJEEV BATRA
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"AUTHORITY"

INTWO, INC.
a Delaware corporation

Dated: 9/28/2022

By (Signature):  _____

Name: Olivier Meynier _____

Title: VP Cloud _____

Principal Place of Business Address: 5963 La Place Ct Ste 302, Carlsbad CA
92008, USA _____

Email Address: olivier.meynier@intwo.cloud _____

Telephone: (858) 385-8900 _____

Fax: () _____

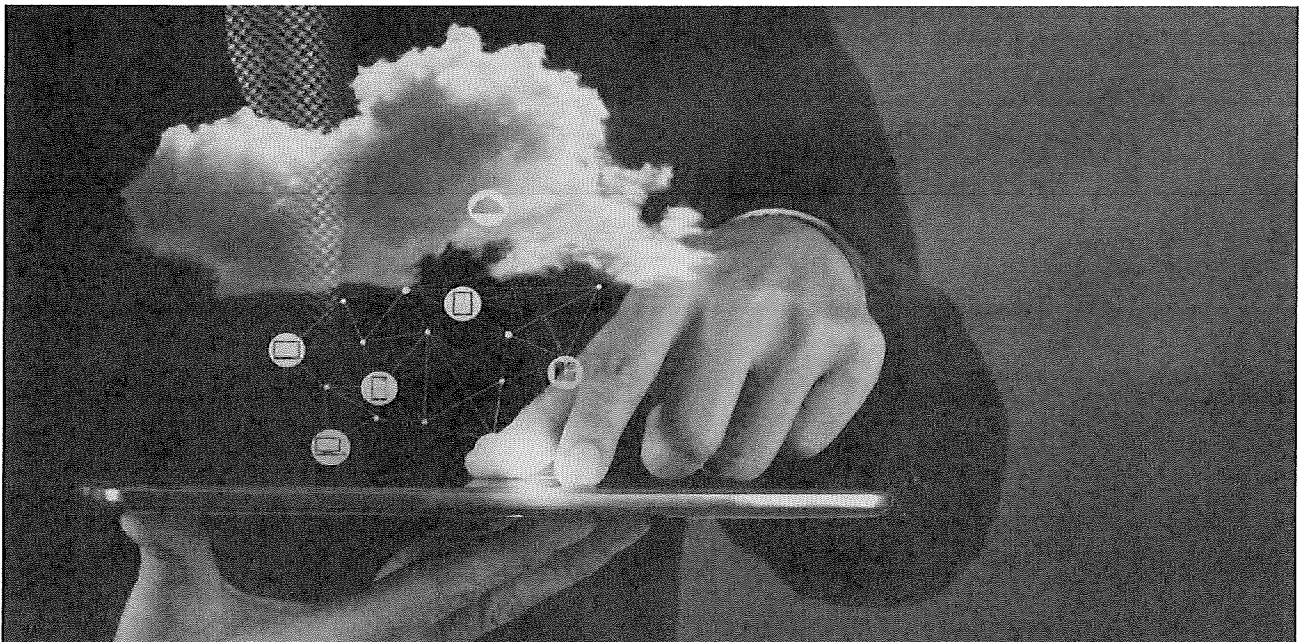
"CONTRACTOR"



Service Agreement for The Santa Clara Stadium Authority (First Revised)

Amendment #1
Dedicated SQL Server Amendment

Dynamics Cloud Services



Proprietary & Confidential

This document is the property of InTWO and is intended solely for the Partners and Customers of InTWO. Unauthorized use or distribution of this agreement, whether in part or entirely is strictly prohibited. Do not duplicate without the permission of InTWO.

Authored by Olivier Meynier
Template version p1.8
Updated on 27-Sep-2022

www.intwo.cloud



Customer & Partner Information

Contact Information

Customer		Partner	
Company name	The Santa Clara Stadium Authority	Company name	Armanino, LLC
Address	1500 Warburton Avenue	Address	12657 Alcosta Blvd. Suite 500
City	Santa Clara	City	San Ramon
State	CA	State	CA
Zip code	95050	Zip code	94583
Country	USA	Country	USA
Contact person	Grace Dougherty	Contact person	Chris Sublette
Title	Contracts Manager	Title	Senior Sales Executive, Technology Consulting
Phone number	(408) 615-2039	Phone number	916-741-8616
Email address	gdougherty@santaclaraca.gov	Email address	chris.sublette@armaninolp.com

Billing Contact

Customer	
Name	Grace Dougherty
Department	Contracts Manager
Address	1500 Warburton Avenue
City	Santa Clara
State	CA
Zip code	95050
Country	USA
Phone number	(408) 615-2039
Email address	gdougherty@santaclaraca.gov

Sales Contact (if applicable)

Partner	
Name	
Title	
Address	
City	
State	
Zip code	
Country	
Phone number	
Email address	

Technical Support Contact

Authorized Person 1		Authorized Person 2	
Name		Name	
Phone number		Phone number	
Email address		Email address	
Function		Function	



Pricing Summary

General Information

Partner	Armanino, LLC
Customer	The Santa Clara Stadium Authority
Amendment Number	1
Service Category	Dynamics Cloud Services
Project Name	Dedicated SQL Server Amendment
Price Plan Valid Thru	31-Dec-22
Term	Co-terminus
Currency	USD

Revised Pricing Summary Dynamics Cloud Services

Component	One-time costs	Monthly Recurring Fees
Setup Fees	5,969	
Monthly Service Fees		3,765
Monthly License Subscription		947
Total (in USD)	5,969	4,711

All pricing details, terms and conditions are described in the **Pricing Details**, and **Agreement** pages.



Pricing Details

General Information

Customer	The Santa Clara Stadium Authority
Partner	Armanino, LLC
Amendment Number	1
Service Category	Dynamics Cloud Services
Project Name	Dedicated SQL Server Amendment
Price Plan Valid Thru	31-Dec-22
Term	Co-terminus
Currency	USD

Customer Pricing

One-time Setup Fees

	Unit	Qty	Unit price USD	Total USD
Dynamics GP 2018 - Production Environment - Dedicated Cloud Azure				
Setup GP Production Environment				
- GP Instance, SQL Instance, SSRS Instance				
- Management Reporter, Excel reports, GP Windows Client, Fabrikam, Modified Forms/Reports	per Prod Env.	1	2,500	2,500
- Integration Manager DB , GP User Security Migration,				
- Go Live Refresh, Up to 5 GP companies				
ISV - Functional				
<i>Provide Standby Support during Partner Installation and Configuration (including connectivity):</i>				
Encore Project Tracking with Advanced Analytics	T&M	0	219	-
Encore Project Tracking Budgeting	T&M	0	219	-
Concur AP automation	T&M	1	219	219
Mekorma MICR	T&M	0	219	-
ISV Infrastructure				
ISV Web Server setup (Concur AP automation)	Per Cloud Server	1	625	625
Dynamics GP Support Plan				
Setup GP Support Plan - pre-paid support hours for service/change requests with 10% discount on additional hours, if necessary	per Prod Env.	0	313	-
Project Management				
Go-Live Support - hours estimated	T&M	1	219	219

Project Management - hours estimated	T&M	1	219	219
Amendment 1 - Additional IaaS				
Configure Dedicated SQL Azure Infrastructure	T&M	6	219	1,313
Setup extension to support DR services (DFS and RDG Server)	T&M	4	219	875
Total Setup Fees, one time				5,969

Monthly Service Fees, recurring

			Unit price USD	Total USD
InTWO Service Fee - Includes 5 Users, 128 GB Data Base				
Production Environment - Dedicated Cloud on Azure				
Customer Single-Tenant Base Service Fee Includes:				
- GP Client Access (RDS)				
- 128 GB database storage				
- 24/7 Monitoring	per GP Environment	1	937.50	937.50
- CloudCARE Operations & Support				
- includes 5 users				
Additional User Fee (up to 10)	per Named User	0	125.00	-
Additional User Fee (up to 25)	per Named User	12	70.00	840.00
Additional User Fee (up to 50)	per Named User	0	75.00	-
Additional IaaS				
ISV Application Server				
Virtual Machine (Windows Standard, 2 CPU, 8 GB RAM, 128 Premium SSD)	Per VM	1	187.50	187.50
CloudCARE Operation & Support	Per VM	1	93.75	93.75
VPN Gateway (Basic)	Per VPNGTW	1	93.75	93.75
Additional Services				
None		0	-	-
Additional Storage (may be used across all environments)				
Additional Premium Storage	Per GB	0	1.25	-
Additional Infrastructure IaaS				
None		0	-	-
Dynamics GP Support Plan				
Pre-paid support hours for service/change requests, 2 hours included	per Month	1	312.50	312.50
Price per extra support hour	per Hour	0	218.75	-
Amendment 1: Additional IaaS				
Dedicated SQL VM (SQL Standard 2019)				

SQL VM: 1x E4s v4 (4 vCPUs, 32 GB RAM) (1 year reserved), Windows (License included), SQL Standard ; 3 managed disk – P10	Azure Estimate	1	862.31	862.31
CloudCARE service for Azure SQL VM	per VM	1	218.75	218.75
ISV VM Resource Upgrade from B4ms				
ISV VM: 1x B8ms v4 (4 vCPUs, 32 GB RAM) , Windows (License included), ; 1 managed disk – P10	Azure Estimate	1	218.75	218.75
Total Monthly Service Fees, recurring				3,765

Monthly License Fees, recurring

	Unit	Qty	Unit price USD	Total USD
Microsoft Dynamics GP Subscription License				
GP Standard/Full User License	per Named User	17	43.75	744
GP Extended Additive Full User License	per Named User	0	12.50	-
GP Limited User License	per Named User	0	6.25	-
GP Customization Pack	Per Environment	1	62.50	63
GP Extended HR and Payroll	Per Environment	0	218.75	-
Microsoft / Office 365 Subscriptions Fees				
Microsoft 365 Apps for Business	Per Named User	17	8.25	140
Microsoft 365 Business Standard	Per Named User	0	15.63	-
Microsoft 365 Business Premium	Per Named User	0	25.00	-
Microsoft 365 E3	Per Named User	0	40.00	-
Microsoft 365 E5	Per Named User	0	71.25	-
Office 365 ProPlus	Per Named User	0	15.00	-
Office 365 E3	Per Named User	0	25.00	-
Office 365 E5	Per Named User	0	43.75	-
Microsoft Office SPLA License Fees				
Microsoft Office Excel ONLY	Per Named User	0	6.35	-
Microsoft Office Word ONLY	Per Named User	0	6.35	-
Microsoft Office Outlook ONLY	Per Named User	0	2.73	-
Additional ISV - Production				
Mekorma - MICR	Per User	0	37.50	-
Encore - Project Tracking w/ Advanced Analytics	Per Environment	0	322.21	-
Encore - Project Tracking Budgeting	Per Environment	0	64.59	-
License Administration Fee				
License Administration (10%)	Per Customer	0	125.00	-
Total Monthly License fees, recurring				947

Summary

	Total
	USD
Total Setup Fees, one time	5,969
Total Yearly Fee, Recurring	-
Total Monthly Service Fees, recurring	3,765
Total Monthly Licensing Fees, recurring	947
Total Monthly Fee, recurring	4,711



Agreement

InTWO Service Agreement (the "Agreement") agreed at the date of the last signature below (the "Effective Date") by and between:

The Santa Clara Stadium Authority, registered and maintaining its office at 1500 Warburton Avenue, Santa Clara CA 95050, hereinafter called the "Customer";

And

InTWO, Inc., a private company with limited liability with its principal place of business located at 5963 La Place Court, Suite 302, Carlsbad, 92008 ,USA, hereafter referred to as "InTWO."

InTWO and Customer are hereinafter also individually referred to as "Party" or jointly as "Parties" parties wish to lay down their agreement as follows:

TAKING INTO CONSIDERATION THAT

- a) This Agreement is an attachment to the Framework Agreement between Customer and InTWO and consists of this signature page and the description and content in headings, the deliverables and the pricing. If there is a conflict between the terms of this Service Agreement, the Framework Agreement and the SLA, then the terms of the agreements in conflict will apply in the following order of priority: (i) this Service Agreement; (ii) the Framework Agreement and (iii) the SLA.
- b) InTWO is a service provider that offers various Services that can be used for Customers' own benefit, customer may incorporate the service in its own service offering or resell the Services to end-user organizations.
- c) InTWO have been engaged by Customer to assist with the design, development, deployment and management of a Customer Cloud solution deployed on the Microsoft Azure Cloud. Customer is aiming for InTWO to be their strategic partner for Cloud services, with deep understanding and experience of deployment and operation of their software solutions in the Cloud, and integrated support that delivers a best-in-class and seamless experience to their end customers.
- d) Parties wish to document their respective rights and obligations regarding their cooperation as stipulated in this Agreement.

PARTIES AGREE AS FOLLOWS

In the event Customer requires services other or additional Services than the Service offered in this Service Agreement, Parties will consult and agree on the delivery of such other services. However, InTWO has no obligation to deliver such other services without any written and agreed upon arrangement. If additional Services are provided without written agreement, InTWO is in not bound to any Service Level and InTWO is entitled to terminate the specific Service without notice.

PRICING TERMS AND CONDITIONS

- 1) All prices are in USD.
- 2) One-time fees will be invoiced at the signature of this Service Agreement.
- 3) Standard T&M rate is USD 185/hour.
- 4) Monthly Recurring services fees will be invoiced on the 1st calendar day of each new month.
- 5) The Term of this Service Agreement Amendment is Co-terminus with the parent Service Agreement signed on 19-Mar-2021.
- 6) The payment term of any invoice relating to this Service Agreement is Net Thirty (30) days starting from the date of invoice.
- 7) Except for the licenses defined in the Pricing Details, all Microsoft or ISV licenses deployed on the cloud infrastructure are under the responsibility of The Santa Clara Stadium Authority.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement in duplicate.

InTWO, Inc.

Signature: _____

Name: _____

Olivier Meynier

Title: _____

VP Cloud

Date: _____

9/282022

The Santa Clara Stadium Authority

Signature: _____

Name: _____

Title: _____

Date: _____