

**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
ON-CALL PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SECURITY INTEGRATOR SERVICES**

This Agreement is made and entered into this *****INSERT DAY***** day of *****INSERT MONTH*****, *****INSERT YEAR***** by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company (“Stadium Manager”) and Superior Alarm Systems with its principal place of business at 9001 Canoga Avenue, Canoga Park, CA, 91304 (“Consultant”). Stadium Manager and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Stadium Manager is a public agency of the State of California and is in need of professional services for the following project:

Professional integrator services that include designing, engineering and drafting scopes of work, managing subcontractors, sourcing and procuring the best-value products, arranging for timely installation services when needed, providing ongoing support, including security system maintenance, staff training, emergency response, and security system monitoring to ensure the security system operates optimally without interruption (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services on the Project. Consultant desires to perform and assume responsibility for the provision of certain professional services required by Stadium Manager on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement (“Task Order”).

C. The Parties desire by this Agreement to establish the terms for Stadium Manager to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Stadium Manager with the services described in the Scope of Services attached hereto as Exhibit A. The services shall be more particularly described in the individual Task Order issued by the Stadium Manager or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit C.

2. Compensation.

a. Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in the

Schedule of Charges attached hereto as Exhibit B and incorporated herein by this reference. The maximum compensation for services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Agreement by Stadium Manager to Consultant, in the aggregate, will not exceed One Million Eight Hundred Thirty Eight Thousand Twenty Two Dollars (\$1,838,022.00) subject to budget appropriations.

b. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Stadium Manager, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Stadium Manager by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Stadium Manager and executed by both Parties before performance of such services, or the Stadium Manager will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Stadium Manager.

5. Time of Performance.

The term of this Agreement shall be from [Insert start date] to [Insert end date], unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the Stadium Manager. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Delays in Performance.

a. Neither Stadium Manager nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Stadium Manager, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subcontractor

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Stadium Manager, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of Stadium Manager. No employee or agent of Consultant shall become an employee of Stadium Manager. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Stadium Manager as herein provided.

11. Insurance. Consultant shall not commence work for the Stadium Manager until it has provided evidence satisfactory to the Stadium Manager it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Stadium Manager.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, the Santa Clara Stadium Authority, and the City of Santa Clara, their officials, officers, employees, agents and designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Stadium Manager, and provided that such deductibles shall not apply to the Stadium Manager as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for any auto, including those owned, non-owned, hired or otherwise operated or used by or on behalf of Contractor, in a form and with insurance companies acceptable to the Stadium Manager.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, the Santa Clara Stadium Authority, and the City of Santa Clara, their officials, officers, employees, agents and designated volunteers additional insured status.

(iv) Subject to written approval by the Stadium Manager, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Stadium Manager as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Stadium Manager and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Cyber Liability

At all times during the performance of the work under this Agreement the Consultant shall maintain cyber liability insurance for losses arising from destruction or corruption of data,

including but not limited to privacy and data security breaches, virus transmission, unauthorized access, denial of service and loss of income from network security failures.

f. Umbrella/Excess Liability

At all times during the performance of the work under this Agreement the Consultant shall maintain umbrella or excess liability insurance that is follow form to and provides excess coverage over the liability policies specified above.

g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Limits of Insurance

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$5,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	\$3,000,000 per claim
Umbrella/Excess Liability	\$10,000,000 per claim and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Stadium Manager evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the Stadium Manager at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Stadium Manager at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Stadium Manager or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the Stadium Manager, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Stadium Manager, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Stadium Manager and shall not preclude the Stadium Manager from taking such other actions available to the Stadium Manager under other provisions of the Agreement or law.

i. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Stadium Manager, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through

surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

j. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Stadium Manager, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Stadium Manager has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Stadium Manager will be promptly reimbursed by Consultant or Stadium Manager will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Stadium Manager may cancel this Agreement.

(iii) The Stadium Manager may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Stadium Manager nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

h. Subcontractor Insurance Requirements. Consultant shall not allow any subcontractors or subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the Stadium Manager that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subcontractors shall be endorsed to name the Stadium Manager as an additional insured using ISO forms CG 20 10 10 01 and 20 37 10 01 or an endorsement providing the exact same coverage. If requested by Consultant, Stadium Manager may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Stadium Manager's choosing), indemnify and hold Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of

the Consultant's services, the Project, any Task Order or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Indemnified Parties.

b. In addition, Consultant shall be fully responsible for any unauthorized collection, access, use, and disclosure of Privacy Restricted Data, as defined in the Stadium Manager's Privacy and Data Collection Addendum attached hereto as Exhibit D and incorporated herein by this reference (the "Addendum"), and Stadium Manager Data, as defined in Section 15 below, within its possession or control, or within the possession or control of its subcontractors, employees, and any third party that receives the Privacy Restricted Data or Stadium Manager Data from Consultant, including all civil liability, consumer reporting requirements, and consumer credit monitoring requirements arising from any unauthorized access of such Privacy Restricted Data and Stadium Manager Data, and shall indemnify, defend and hold harmless the Indemnified Parties against any claims, suits, investigations, demands, damages, actions, fines, penalties or losses (including reasonable attorneys' fees and costs) in connection therewith, including any breach of Consultant's obligations under the Addendum and/or Consultant's use or disclosure of Privacy Restricted Data in violation of applicable Privacy Laws, as defined in Schedule 1.

c. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Indemnified Parties free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work

performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. It shall be Consultant’s sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable registration and labor compliance requirements. Proof of such compliance may include Contractor registration with the Department of Industrial Relations, California certified payroll form A-131, statements of non-performance for work not undertaken at any point during the project, DAS 140/142 forms for all apprenticeable crafts or trades, and proper fringe benefits statements. At any time during or subsequent to the full performance of the services under this Agreement, Stadium Manager and/or the Santa Clara Stadium Authority may require Contractor to produce complete and adequate compliance records, subject to Stadium Manager and/or the Santa Clara Stadium Authority’s satisfaction, prior to release of payment.

d. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Stadium Manager. Consultant shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

15. Data Protection and Security.

As part of the performance of its Services under this Agreement, Consultant will be provided access to certain sensitive information including security and operations related data and other forms of non-public data provided by Stadium Manager to Consultant to enable the provision of Services (collectively, “Stadium Manager Data”). Consultant will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality,

and integrity of the Stadium Manager Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of the Stadium Manager Data. Company agrees to comply with all applicable privacy laws, including, but not limited to, the California Consumer Privacy Act (CCPA), the General Data Protection regulation (GDPR) (when applicable), and any other relevant state, federal, or international laws or regulations pertaining to data privacy and data protections. Company shall comply with the terms and conditions as defined by the Addendum.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

17 Termination or Abandonment

a. Stadium Manager has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Stadium Manager shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Stadium Manager shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Stadium Manager and Consultant of the portion of such task completed but not paid prior to said termination. Stadium Manager shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Stadium Manager only in the event of substantial failure by Stadium Manager to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Stadium Manager.

19. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Stadium Manager.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

STADIUM MANAGER:

Forty Niners Stadium Management Company LLC
4900 Marie DeBartolo Way
Santa Clara, CA 95054
Attn: *****INSERT STADIUM MANAGER REP.
NAME AND TITLE*****

CONSULTANT:

*****INSERT NAME, ADDRESS &
CONTACT PERSON*****

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Stadium Manager and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Stadium Manager and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that

any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Stadium Manager. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. Stadium Manager's Right to Employ Other Consultants

Stadium Manager reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Disputes

All disputes between Consultant and the Stadium Manager relating in any way to this Agreement or any work performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq.*, including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an

arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Consultant and the Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

31. Conflicts of Interest

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Consultant certifies that to the best of its knowledge, no Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, Santa Clara Stadium Authority, or City of Santa Clara officer, employee, or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code Section 87100 and following, and with the Stadium Authority Conflict of Interest Code, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise Stadium Manager if a conflict arises.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND [***INSERT CONSULTANT NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

FORTY NINERS STADIUM
MANAGEMENT COMPANY LLC

[INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
[INSERT NAME]
[INSERT TITLE]

EXHIBIT A

SCOPE OF SERVICES

This Scope of Services defines the general terms and range of services that Consultant may be requested to perform under the Agreement. The Agreement is not a guarantee of work.

1) General Service Terms:

a) Task Order:

- i) Except for Service Requests, no Services shall be performed unless authorized by a fully executed Task Order issued by Stadium Manager.
 - (1) Consultant may provide the limited services outlined in the section detailing Service Requests in response to a Service Request placed by Stadium Manager without a Task Order.
 - (2) Service Requests shall be tracked by Consultant and may be incorporated into a subsequent Task Order or otherwise reconciled as part of the Agreement.
- ii) Upon issuance of each Task Order, the Consultant shall assume full responsibility and accountability for all aspects of project execution, from initiation through final completion, within the scope defined in the applicable Task Order. This shall include, without limitation, project planning, scheduling, resource allocation, procurement, subcontractor engagement and management, installation, system integration and programming, testing, commissioning, and closeout. The Consultant shall ensure that all Services are performed in accordance with the requirements, timelines, and standards set forth in the applicable Task Order.

b) Task Order Contents:

- i) Each Task Order shall, at a minimum, specify:
 - (1) Services to be performed
 - (2) locations for Services
 - (3) schedule and milestones
 - (4) deliverables
 - (5) assumptions and dependencies
 - (6) exclusions
 - (7) compensation
 - (8) acceptance criteria

- c) **Change Management:** Any modification of a Task Order requires a written change order executed by the Parties that describes, at a minimum, the changes and the resulting impact on schedule and cost.

d) General:

- i) Consultant's normal working days and hours are Monday-Friday between 6:00 a.m. and 5:00 p.m., Pacific Time, excluding Holidays ("Normal Working Hours").
- ii) Consultants' normal business hours are Monday-Friday between 8a.m. and 5p.m. Pacific Time, excluding holidays ("Normal Business Hours").
- iii) Consultant's holidays are: New Year's Day; Martin Luther King Jr. Day, President's Day, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day.
- iv) All work performed shall meet the latest revision of all applicable federal, state, and

- local regulations, laws, codes, and regulations.
- v) Consultant will utilize trained, licensed, and experienced staff and subcontractors to perform all Services.
 - vi) Consultant shall comply with the California Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5 and comply with all applicable prevailing wage requirements of the State of California, and apprenticeship laws under Labor Code §1777.5 when applicable and required based on the Services assigned via Task Order.
 - vii) All site access and work schedules are subject to approval by Stadium Manager. Consultant shall comply with all Stadium access, safety, and security requirements and coordinate response and service activities in alignment with Stadium event schedules and operational priorities.
 - viii) Each party shall designate a primary point of contact for coordination and communication.
 - ix) Procurement activities shall be conducted in accordance with approved Task Orders and may be subject to Stadium Manager purchasing policies and approval. Stadium Manager reserves the right to supply all or part of the materials or equipment on any project.
- 2) **Security System and Components:** The Consultant may work with various security components and systems, which include, but are not limited to, the following:
- a) Servers, archivers, and associated infrastructure
 - b) Access control systems
 - c) Video surveillance (CCTV) systems
 - d) Command center hardware and software
 - e) Intrusion detection and alarm systems
 - f) Perimeter security systems
 - g) Intercom and emergency communication systems
 - h) IT network infrastructure supporting security systems
 - i) Integrations with non-security software and hardware
 - j) Software
 - k) Any additional security hardware or software identified through system evaluations and necessary to maintain or enhance security at Levi's Stadium
- 3) **Services:** The Consultant shall provide services which may include, but are not limited to, the following:
- a) **Assessment, Design & Engineering, & Consulting**
 - i) Provide engineering and design services for system enhancements, including, but not limited to, the integration of new technologies, system upgrades, application of software and firmware patches, and replacement of system components.
 - ii) Provide ongoing consultation and strategic recommendations related to system performance, scalability, expansion, and lifecycle management, including the identification of end-of-life components and recommended remediation or upgrade paths.
 - iii) Prepare project budgets, scopes of work, and technical documentation.
 - b) **System Integration, Configuration & Cybersecurity**
 - i) Program, configure, and maintain new and existing security systems to operate within the centralized security platform, ensuring centralized control and data integration
 - ii) Ensure all devices and components are fully integrated with existing IT infrastructure

- and the centralized security system, as required.
- iii) Align security system configuration and operation with Stadium Manager's cybersecurity policies and applicable industry frameworks (e.g., NIST, ISO), as directed by Stadium Manager.
- c) Procurement & Implementation**
- i) Vet, source, and procure security equipment, software, and components, leveraging partnerships and cooperative purchasing agreements where applicable.
 - ii) Install, configure, and commission security hardware and software components and systems.
 - iii) Manage software licensing, including renewals and compliance.
- d) Project Management & Coordination**
- i) Manage and oversee all phases of assigned Task Orders, including scheduling, resource allocation, and quality control.
 - ii) Coordinate with Stadium Manager's IT staff, security personnel, contractors, vendors, and other stakeholders, as necessary, to ensure that all projects account for and do not damage, obstruct, interfere with, or otherwise adversely impact existing or planned Security systems, and that such systems are properly protected and maintained throughout design, construction, and ongoing operations.
 - iii) Select, vet, and manage subcontractors needed for security projects.
- e) Operations, Maintenance & Support, Service Requests**
- i) Provide ongoing system maintenance, monitoring, and technical support as requested by Stadium Manager.
 - ii) **Service Requests:** The Consultant shall respond to and resolve system issues, incidents, and emergencies in accordance with the response and resolution times set forth below without a Task Order ("Service Request"). The applicable service priority level shall be assigned by the Stadium Manager at the time the service request is initiated and shall be identified as one of the following: P1 Emergency, P1 IT Emergency, P2 Priority (Non-Emergency), or P3 Standard Service Request. The Consultant shall comply with all response and resolution requirements associated with each service level.
 - iii) **Time Commitments for Service Requests: (Applies to All Service Levels):**
The time commitment for responses to Service Requests begins upon the Consultant confirming or acknowledging receipt of the Service Request. Service Requests must be submitted via the designated phone number provided to Stadium Manager for service calls and/or the designated email address, as required for the level of service being requested.
 - (1) Requests submitted via email shall result in the generation of a service ticket, which shall serve as confirmation of receipt and acknowledgment of the Service Request and will begin the time commitment for the Consultant's response.
 - (2) Response and service timelines are contingent upon the Consultant being provided reasonable access to the site and are subject to safety conditions, traffic, and other factors beyond the Consultant's reasonable control.
 - iv) **Service Levels:** The following are the service levels and corresponding response times:
 - (1) **P1: Emergency - Onsite response Required.**
 - (a) **Service Requests:** Stadium Manager must call the dedicated telephone number AND send an email to the dedicated email address detailing the issue and the

level of service requested.

- (b) **Time to First Response:** Consultant will contact the Stadium Manager by telephone within one (1) hour.
 - (c) **Service Dispatch:** Consultant will dispatch service technician(s) within four (4) hours.
 - (d) **Arrival of Technician(s) on-site:** Technician(s) will arrive on site within four (4) hours and thirty (30) minutes.
 - (e) **Availability of Service:** Service is available 24 hours per day, 7 days per week.
- (2) **P1: IT Emergency: Remote Support**
- (a) **Service Requests:** Stadium Manager makes a service request by calling the dedicated telephone number AND by sending an email to the dedicated email address detailing the issue and the level of service requested.
 - (b) **Time to First Response:** Consultant will contact Stadium Manager by telephone within one (1) hour.
 - (c) **On-line Service Begins:** Consultant will have an engineer engaged online to address the issue within four (4) hours.
 - (d) **Availability of Service:** Service is available 24 hours per day, 7 days per week.
- (3) **P2 Priority, Non-Emergency**
- (a) **Service Requests:** Stadium Manager makes a service request by sending an email to the dedicated email address detailing the issue and level of service requested.
 - (b) **Time to First Response:** For requests received and acknowledged during Normal Business Hours, Consultant will contact Stadium Manager within four (4) hours, provided the four (4)-hour response period falls within Normal Business Hours. If any portion of the four (4)-hour response period extends beyond Normal Business Hours, the response time will be suspended at the end of Normal Business Hours and will resume at the start of the next Normal Working Hours period, with the remaining time carried over.
 - (c) **Service Begins:** Consultant will assign a dedicated technician(s) and/or other resources to address the service request within two (2) business days during Normal Working Hours.
 - (d) **Availability of Service:** Service is available during Normal Working Hours.
- (4) **P3 Standard Service Request**
- (a) **Service Request:** Stadium Manager makes a service request by sending an email to dedicated email address detailing the issue and level of service requested.
 - (b) **Time to First Response:** For requests received during Normal Business Hours, Consultant will contact Stadium Manager within four (4) hours, provided the four (4)-hour response period falls within Normal Business Hours. If any portion of the four (4)-hour response period extends beyond Normal Business Hours, the response time will be suspended at the end of Normal Business Hours and will resume at the start of the next Normal Business Hours period, with the remaining time carried over.
 - (c) **Service Begins:** Consultant will assign a dedicated technician(s) and/or other resources to address the service request within five (5) business days during

Normal Working Hours.

(d) **Availability of Service:** Service is available during Normal Working Hours.

f) Training & Documentation

i) Provide training to Stadium Manager staff, as requested by Stadium Manager, on system operation, maintenance, and any other topics relevant to operating the security system and its components.

g) Compliance

i) Ensure all services, designs, and installations comply with applicable local, state, and federal regulations, as well as league-specific requirements, including NFL Security Best Practices and SAFETY Act considerations

ii) Consultant will support compliance efforts related to security systems but does not assume responsibility for overall regulatory compliance of Stadium operations.

4) Licensing, Compliance, and Access Requirements

a) The Consultant shall, at all times during the Term of this Agreement, including any extensions thereof, maintain all licenses, certifications, registrations, and qualifications required to perform the services described herein, in accordance with all applicable federal, state, and local laws, codes, and regulations. Such requirements shall apply equally to the Consultant and its employees, subcontractors, agents, and representatives.

b) The Consultant shall maintain valid, active California C-7 Low Voltage Systems Contractor and C-10 Electrical Contractor licenses, both in good standing with the California Contractors State License Board (CSLB), for the Term of this Agreement, including any extensions. The Consultant shall be fully qualified to perform low-voltage system installation and all required electrical work under these licenses.

c) All work requiring a C-7 or C-10 license shall be performed either directly by the Consultant or by properly licensed subcontractors, subject to prior approval by the Stadium Manager. The Consultant shall remain fully responsible for all work performed by the subcontractor.

d) The Consultant shall ensure that all personnel, including employees, subcontractors, agents, and representatives, comply with all Stadium Manager data security, cybersecurity, and information technology policies and procedures, as may be updated from time to time. This includes, but is not limited to, executing any required confidentiality, non-disclosure, data access, or similar documentation as a condition of access to systems, networks, or sensitive information. Consultant's obligations are limited to systems and services within the scope of work defined under each Task Order.

e) The Consultant shall ensure that all such personnel comply with all Stadium Manager access, badging, and security requirements, including background checks, credentialing, training, and site-specific protocols necessary to perform work at Levi's® Stadium.

f) The Consultant shall remain responsible for the acts and omissions of its personnel, and any subcontractors within the scope of services performed under this Agreement.

g) Failure to comply with the requirements of this section may result in denial or revocation of access to Stadium facilities, systems, or projects.

5) Warranties and Equipment:

a) Equipment and material furnished by Consultant shall be new and shall be of commercial quality. Used, reconditioned, or discontinued models and materials are not acceptable.

b) The warranty period for Consultant-provided equipment and materials shall be one (1) year or equal to the manufacturer's warranty, whichever is longer. Manufacturer warranties for

all security equipment, components, and parts, both software and hardware, will be passed to Stadium Manager.

- c) Consultant agrees to provide a 1-year labor warranty. Such warranty shall commence upon the date of acceptance of Consultant's work by the Stadium Manager
- d) Consultant guarantees that the labor, equipment and materials used are within the specified guidelines and recommendations of the manufacturer. Consultant shall replace failed and/or defective equipment and parts supplied and/or installed by Consultant that are under warranty. Such cost, if any, shall be incurred by Consultant. Consultant shall be responsible for defects in labor and materials provided by Consultant. Consultant shall not be responsible for defects arising from third-party equipment, manufacturer defects, or modifications performed by others.
- e) Consultant shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Consultant. Notification by Consultant shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.
- f) Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to Stadium Manager when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, Stadium Manager may make corrections or replace materials or services and charge Consultant for the cost incurred by Stadium Manager.

6) Confidentiality of Material

- a) All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

7) Project Management

- a) Consultant shall assign an Account Executive as the main contact for the Stadium Manager during the Term, and any extensions thereof, of the Agreement. Notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly provided in writing to Stadium Manager.
- b) Consultant will designate a primary point of contact; however, responsibilities may be supported by a broader team depending on Task Order scope.

8) On-Site Rules:

- a) Consultant will comply with all building code requirements, if applicable. The Stadium Manager will not accept Consultant's work unless it meets all applicable building code requirements.
- b) Consultant will follow the Public Health Orders issued by the Santa Clara County Health Department. The Public Health Order updates can be accessed online at

<https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx>

- c) Consultant will use necessary safety equipment when on-site. Safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.
- d) Consultant will provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by Consultant shall be immediately repaired or replaced at Consultant's sole expense in a manner acceptable to and approved by Stadium Manager.
- e) In all active work areas, Consultant, and its subcontractors, will provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work but also includes areas below the work. Levi's® Stadium is an active building containing employees, guests, and other Consultants daily. Consultant shall be responsible for keeping others out of their active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.
- f) At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.
- g) Consultant shall park in only approved designated parking areas as identified by Stadium Manager.
- h) No smoking, drugs, or alcohol permitted on site
- i) Consultant will schedule work hours with the Stadium Manager.
- j) Consultant will coordinate employee break areas with the Stadium Manager. All lunch and break debris generated by the Consultant must be disposed of immediately in appropriate containers (i.e., glass, aluminum, cardboard, etc.).
- k) No radios, iPods, music devices with earbuds, etc. are allowed.
- l) Consultant will contact Stadium Manager immediately should any incidents occur or if any conflicts with these onsite rules should arise.
- m) Consultant and all subcontractors must register in the Stadium Manager's visitor management and access control system in order to enter the Stadium.
- n) Consultants and all employees must stay in their area as required and defined in the Project scope of work. Any Consultant employee found outside of the authorized Project area will be removed from the property and may not return to the site.
- o) Consultant Equipment / Vehicles – Consultant shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager. Equipment shall display markings identifying the following information for each piece of equipment while on site: Consultant's company name, contact name, and phone number.
 - i) Equipment requiring this information includes, but is not limited to, the following types of equipment: Material Handling Equipment (such as Forklifts and Pallet Jacks), Golf Carts, Flatbeds, Manlifts, Vehicles, Job Boxes, Trailers,.
- p) Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

9) Social Media Policy

- a)** This policy governs Consultant's use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.
- b)** The Consultant (and all employees) are prohibited from the following:
 - i)** Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
 - ii)** Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Consultants and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third-party rights.
 - iii)** Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.

10) Use of Subcontractors

- a)** Quotations for services shall be submitted to Stadium Manager for review and approval before any work can begin. Each quotation will identify all subcontractors that Consultant plans to utilize to perform the work along with a description of the scope of work to be performed by subcontractors.
- b)** All subcontractors proposed by Consultant to perform work are subject to approval by Stadium Manager.
- c)** Consultant shall be responsible for the management and performance of all approved subcontractors performing work under its direction within the scope of the applicable Task Order.
- d)** Consultant shall ensure that all subcontractors of every tier engaged to perform any portion of the work meet the following requirements, if applicable and required based on the project assigned via Task Order:
 - i)** Hold all valid and active licenses, certifications, and registrations required by the State of California, County of Santa Clara, or City of Santa Clara.
 - ii)** Be currently registered with the California Department of Industrial Relations (DIR) as a public works Consultant pursuant to Labor Code §1725.5 and comply with all applicable prevailing wage requirements of the State of California, and apprenticeship laws under Labor Code §1777.5, if applicable to the services being performed.
 - iii)** Maintain valid workers compensation insurance which meets all requirements of the State of California.
 - iv)** Comply with all policies, regulations, and safety protocols, of the Stadium, including job site security, background checks (if applicable), access control, and environmental standards.

- v)** Attend any required preconstruction or compliance meetings as directed by Stadium Manager.
- vi)** Comply with all requirements of the Agreement between Stadium Manager and Consultant.
- vii)** Maintain insurance coverage, licenses, and qualifications consistent with the requirements of this Agreement. Upon request, Consultant shall provide documentation demonstrating subcontractor compliance.

EXHIBIT B

SCHEDULE OF CHARGES

This Exhibit B outlines the rates and fees for Services provided by Consultant. Consultant shall submit itemized invoices detailing all materials (including any non-taxable materials), equipment, dispatch and portal to portal travel charges, subcontractor charges, and Consultant labor charges. Labor shall be broken down by defined labor categories, and for each category the invoice shall identify the personnel performing the services, the applicable billing rates, and the number of hours worked. For equipment, the invoice shall identify the billed amount for each item and the manufacturer's suggested retail price (MSRP) for each item. For materials and subcontractor charges, the invoice shall identify the Consultant's cost and any applicable markup, which shall be separately stated. Any mutually agreed-upon unexpected costs to be reimbursed by Stadium Manager shall be approved in writing by Stadium Manager prior to Consultant incurring them, provided Consultant has furnished proper documentation of such authorized expenses as Stadium Manager may reasonably request. This is a time-and-materials contract.

Stadium Manager is using Coupa, a business spend management platform. All purchase orders, invoices, and payments will be handled electronically using the Coupa Supplier Portal. Consultant shall work with Stadium Manager to establish all account information necessary to process payments under this Contract via the Coupa Supplier Portal.

I. Labor Rates

Except for Service Requests, which shall be billed in accordance with the Service Request Rates set forth in this Exhibit B, all other Services performed under the Agreement shall be billed on a time-and-materials basis at the applicable hourly labor rates specified herein, based on the actual hours worked.

All labor rates set forth in this Exhibit B are fully burdened and inclusive of all costs incurred by Consultant in the performance of the Services, including, without limitation, wages, payroll taxes, fringe benefits, insurance, supervision, tools, overhead, administrative expenses, and profit.

- a. Normal Working Hours:** Consultant's normal working hours ("Normal Working Hours") shall be defined as 6:00 a.m. to 5:00 p.m., Monday through Friday, excluding federally recognized holidays.
- b. Normal Business Hours:** Consultant's normal working hours ("Normal Business Hours") shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding federally recognized holidays.
- c. Regular Hourly Rates:** Regular hourly rates shall apply to up to eight (8) hours worked during Normal Working Hours in any given workday. Any hours worked in excess of

eight (8) hours in a workday shall not be subject to premium or overtime rates unless expressly approved in advance and in writing by Stadium Manager.

- d. Overtime rates:** “Overtime” shall mean: (i) any time worked in excess of eight (8) hours during Normal Working Hours within any twenty-four (24)-hour period; and/or (ii) any time worked outside of Normal Working Hours, including work performed on Saturdays, Sundays, or federally recognized holidays, unless otherwise agreed to in writing by the Parties.

Positions identified in this Exhibit as “N/A” for overtime, Saturday, or Sunday/holiday rates shall not be eligible for any premium, overtime, or differential compensation under any circumstances.

Consultant shall not perform, and Stadium Manager shall have no obligation to pay for, any Overtime work unless such work has been expressly authorized in advance and in writing by Stadium Manager.

- e. Billing Increments:** Labor shall be recorded and billed by rounding to the nearest fifteen (15) minute increment as follows: 0 to 7 minutes past the quarter hour shall be rounded down to the previous quarter hour; and 8 to 14 minutes past the quarter hour shall be rounded up to the next quarter after the two-hour minimum is met, where applicable.
- f. Labor Rate Increases:** The labor rates set forth in this Exhibit B shall apply for each applicable year of the initial five (5)-year Term of the Agreement. In the event the Parties agree to extend the Term for one (1) or more optional renewal periods, Consultant may request adjustments to the labor rates on each annual anniversary of the Effective Date occurring during such renewal period(s), subject to the limitations set forth herein. Any approved labor rate adjustment shall not exceed the lesser of: (a) three percent (3%) over the immediately preceding year’s rates; or (b) the percentage change over the preceding twelve (12)-month period in the Employment Cost Index (ECI) for Wages and Salaries for Private Industry Workers, as published by the U.S. Bureau of Labor Statistics. Notwithstanding the foregoing, increases to such Technician PW rates in excess of three percent (3%) shall be allowed only where mandated by an increase in the applicable prevailing wage determination.

Consultant shall submit any request for a labor rate increase in writing to Stadium Manager no less than ninety (90) calendar days prior to the applicable anniversary date of the Effective Date. Such request shall include reasonable supporting documentation substantiating the proposed adjustment, including, where applicable, reference to the relevant ECI data or updated prevailing wage determination.

No labor rate adjustment shall be effective unless and until it is expressly approved in writing by Stadium Manager and memorialized in a written amendment to this Agreement executed by duly authorized representatives of both Parties.

- g. Event Day Technician Option:** Event Day Technicians shall be compensated at their regular hourly rate for services performed on Saturdays, Sundays, or federally recognized Holidays, provided that the Stadium Manager and Consultant mutually agree in writing to the work schedule at least thirty (30) days in advance of the applicable event. In such instances, no overtime, weekend, or holiday premium rates shall apply. In the absence of such advance agreement, compensation for Event Day Technicians shall be in accordance with the applicable labor rates set forth in the rate schedule(s) below, including any overtime or premium rates as required.

Year 1: Date Here				
Job Title	Regular Rates	OT	Saturday	Sunday/ Holiday
Project Manager	\$175.00	N/A	N/A	N/A
Directors (Sales, Engineering, Operations)	\$225.00	N/A	N/A	N/A
Systems Engineer	\$210.00	N/A	N/A	N/A
IT Engineer	\$195.00	\$210.00	\$210.00	\$210.00
Technician	\$145.00	\$180.00	\$225.00	\$225.00
Technician -PW	\$165.00	\$200.00	\$245.00	\$250.00
Event-Day Technician	\$145.00	\$180.00	\$225.00	\$225.00

Year 2: Date Here				
Job Title	Regular Rates	OT	Saturday	Sunday/ Holiday
Project Manager	\$184.00	N/A	N/A	N/A
Directors (Sales, Engineering, Operations)	\$236.00	N/A	N/A	N/A
Systems Engineer	\$220.50	N/A	N/A	N/A
IT Engineer	\$204.50	\$220.50	\$220.50	\$220.50

Technician	\$152.00	\$189.00	\$236.00	\$236.00
Technician -PW	\$173.00	\$210.00	\$257.25	\$262.50
Event-Day Technician	\$152.00	\$189.00	\$236.00	\$236.00

Year 3: Date Here				
Job Title	Regular Rates	OT	Saturday	Sunday/ Holiday
Project Manager	\$191.00	N/A	N/A	N/A
Directors (Sales, Engineering, Operations)	\$245.00	N/A	N/A	N/A
Systems Engineer	\$229.00	N/A	N/A	N/A
IT Engineer	\$212.00	\$229.00	\$229.00	\$229.00
Technician	\$158.00	\$196.50	\$245.50	\$245.50
Technician -PW	\$180.00	\$218.50	\$267.50	\$273.00
Event Day Technician	\$158.00	\$196.50	\$245.50	\$245.50

Year 4: Date Here				
Job Title	Regular Rates	OT	Saturday	Sunday/ Holiday
Project Manager	\$197.00	N/A	N/A	N/A
Directors (Sales, Engineering, Operations)	\$252.00	N/A	N/A	N/A
Systems Engineer	\$236.00	N/A	N/A	N/A
IT Engineer	\$218.00	\$236.00	\$236.00	\$236.00
Technician	\$163.00	\$202.00	\$253.00	\$253.00
Technician -PW	\$185.50	\$225.00	\$275.50	\$281.00

Event-Day Technician	\$163.00	\$202.00	\$253.00	\$253.00
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Year 5: Date Here				
Job Title	Regular Rates	OT	Saturday	Sunday/ Holiday
Project Manager	\$202.50	N/A	N/A	N/A
Directors (Sales, Engineering, Operations)	\$260.00	N/A	N/A	N/A
Systems Engineer	\$243.00	N/A	N/A	N/A
IT Engineer	\$224.50	\$243.00	\$243.00	\$243.00
Technician	\$168.00	\$208.00	\$260.50	\$268.50
Technician -PW	\$191.00	\$231.50	\$283.50	\$289.50
Event-Day Technician	\$168.00	\$208.00	\$260.50	\$268.50

II. SERVICE REQUEST RATES

Service Requests shall be billed in accordance with the rates, minimum charges, and fees set forth below.

- a. P1:** There is no Overtime, Saturday or Sunday/Holiday rates for P1 Service Requests.
- b. P2 and P3:** Work shall be performed during Normal Working Hours. No overtime, Saturday or Sunday/Holiday rates shall apply unless pre-approved in writing by Stadium Manager.
- c. Portal-to-Portal Travel Time:** For P1 On-Site Service Requests, Consultant may bill portal-to-portal travel time, defined as the period commencing when Consultant begins travel to the Stadium and ending upon return to the origination point. The “origination point” shall be limited to: (i) Consultant’s designated local office, (ii) the location where the technician was performing work within the Local Service Area at the time travel commenced, or (iii) the technician’s primary residence. For purposes of this Agreement, “Local Service Area” means Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara counties. Portal-to-portal travel time: shall be billed at the applicable standard hourly rate; shall not exceed two and one-half (2.5) hours per Service Request; and shall not apply to P2 or P3 Service Requests.

- d. Dispatch Fees:** Dispatch fees are fixed, per-Service Request charges covering coordination, dispatch, and standard travel-related costs (including fuel). No additional charges for fuel, mileage, or travel time shall be billed, in addition to the Dispatch Fee. Stadium Manager reserves the right to request dispatch records and supporting documentation at any time to verify compliance with these requirements. Dispatch fees will remain firm for the entire Term of the Agreement, including any optional extension periods.

P1 Service Requests: The following hourly labor rates apply to P1 Service Requests for each one-year period within the initial five-year Term.

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Minimum Required Hours	Dispatch Fee
On-Site Technician	\$250.00	\$256.00	\$263.00	\$269.00	\$276.00	0	None
On-Site IT Engineer	\$250.00	\$256.00	\$263.00	\$269.00	\$276.00	0	None
Remote IT Engineer	\$250.00	\$256.00	\$263.00	\$269.00	\$276.00	1	None

P2 and P3 Service Requests: The following hourly labor rates and fees apply to P2 and P3 Service Requests provided within the Term.

On-Site Service Requests - Technician

Priority Level	Hourly Rate	Minimum Required Hours	Dispatch Fee
P2	Per Section I, Labor Rates for the applicable one-year period.	4	\$75.00
P3	Per Section I, Labor Rates, for the applicable one-year period.	2	\$75.00

On-Site Service Requests - IT Engineer

Priority Level	Hourly Rate	Minimum Required Hours	Dispatch Fee
P2	Per Section I, Labor Rates, for the applicable one-year period	4	\$75.00
P3	Per Section I, Labor Rates, for the applicable one-year period.	2	\$75.00

Remote Service Request – IT Engineer

Priority Level	Hourly Rate	Minimum Required Hours	Dispatch Fee
P2	Per Section I, Labor Rates for the applicable one-year period.	1	None
P3	Per Section I, Labor Rates for the applicable one-year period.	1	None

III. MARKUPS

a. Application of Markups

Consultant shall be entitled to apply markups to certain reimbursable costs incurred in the performance of the Services, strictly in accordance with the percentages set forth herein. Such markups shall apply only to (i) qualifying Materials and (ii) Subcontractor labor costs, as defined below.

b. Audit and Documentation Rights

Stadium Manager shall have the right, upon reasonable notice and at its sole discretion, to review, audit, and request supporting documentation for any costs invoiced by Consultant. Failure to provide adequate supporting documentation may result in disallowance of the associated costs and/or markups.

c. Excluded Costs

Consultant will not apply any markup to costs associated with freight, shipping, delivery, travel, lodging, per diem, mileage, parking, or other pass-through expenses.

d. Fixed Rates

The markup percentages set forth below are firm, fixed, and not subject to escalation, adjustment, or renegotiation for the duration of the Term of this Agreement, including any renewals, extensions, or amendments, unless expressly agreed to in a written amendment executed by both Parties.

e. Definition of Materials

For purposes of this Agreement, “Materials” shall mean consumable, incidental, and installation-related items that are reasonably necessary for the performance of the Services and are typically expended or incorporated during installation activities. Such Materials are generally low-cost, non-serialized components not intended to function as standalone system equipment. Examples of Materials include, but are not limited to: conduit, back boxes, junction boxes, connectors, fasteners, mounting hardware, cable support systems, sleeves, anchors, and miscellaneous installation supplies.

f. Exclusions from Materials

Notwithstanding the foregoing, “Materials” shall expressly exclude all security system equipment, devices, and components that are manufacturer-branded, serialized, or form part of the operational security system. This includes, without limitation: video surveillance cameras, lenses, housings, access control panels, card readers, biometric devices, intercoms, servers, workstations, network switches, storage devices, power supplies, software, firmware, specialized cabling, and any associated licenses or warranties. Such items shall be treated as equipment and shall not be subject to the Materials markup identified herein.

MARKUPS:

Markups	Percentage
Subcontract Materials	15%
Subcontractor Labor	8%
Consultant Materials	18%

IV. DISCOUNTS

- a. Consultant shall provide Stadium Manager with discounts off the manufacturer's then-current published Manufacturer's Suggested Retail Price ("MSRP") for security equipment procured in connection with the Services. All discounts shall be applied to the MSRP in effect at the time of purchase. Consultant shall, upon request, provide documentation substantiating the applicable MSRP and confirming that the discounts set forth herein have been properly applied.
- b. The discounts shall be applied prior to any applicable taxes, shipping, or other pass-through costs. No additional markups shall be applied to discounted equipment pricing.
- c. Notwithstanding the discount percentages set forth below, Consultant shall use commercially reasonable efforts to obtain the most favorable pricing available from manufacturers and distributors for all equipment procured under this Agreement. Consultant shall provide to Stadium Manager the greater of: (a) the discount percentages set forth in this Section IV, Discounts, or (b) any higher discount, special pricing, project pricing, volume pricing, rebate, or other price reduction available to Consultant at the time of purchase.
- d. For any equipment manufacturers or product categories not identified in this Section, Consultant shall use commercially reasonable efforts to obtain and provide Stadium Manager with the most favorable pricing and highest available discounts for such equipment, consistent with the requirements of this Exhibit B.

Manufacturer	Percentage Discount Off MSRP
[REDACTED]	5%
[REDACTED]	10%
[REDACTED]	10%
[REDACTED]	15%
[REDACTED]	2.5%
[REDACTED]	26%
[REDACTED]	14.5%
[REDACTED]	5%
[REDACTED]	5%

V. TRAVEL: STADIUM MANAGER TRAVEL EXPENSE REIMBURSEMENT POLICY

Consultant will bill all necessary travel expenses to Stadium Manager at Consultant's cost without markup. Consultant will provide an estimate of travel expenses to Stadium Manager in advance of booking travel. Stadium Manager must approve the travel expenses prior to Consultant booking the travel.

Consultant will provide to Stadium Manager the receipts, bills, or other documentation to support expenses that are not covered under a per diem.

Time spent traveling is not eligible for reimbursement as a travel expense pursuant to this policy. Stadium Manager will reimburse Consultant for travel expenses using the U.S. General Services Administration travel rates for the time of travel.

GSA Travel Rates

https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2026&state=&city=&zip=95054

Air Travel

1. All air travel should be economy (coach) class and booked at the lowest available airfare.
2. Any changes to flight reservations which result in an increase or additional cost must be pre-approved by Stadium Manager or the increase or additional charges will be the responsibility of Consultant and not subject to reimbursement by Stadium Manager.

Lodging

1. Stadium Manager has discounted rates at select hotels in Santa Clara and requires Consultant to utilize those rates at hotels.
2. Stadium Manager shall provide details to Consultant for advance booking.

Ground Transportation

1. The least expensive mode of transportation is expected to be utilized during travel. Such expenses include taxi and other local transportation such as Uber or Lyft.
2. Cars are to be rented when other means of transportation are unavailable, more costly, or impractical. Mileage will not be reimbursed for rentals. Insurance offered by rental agencies will not be reimbursed.
3. Consultant shall invoice Stadium Manager for mileage using the standard IRS Mileage Rate when personal vehicles are used in connection with business activities during travel.

Meals and Incidentals

A per diem allowance will be paid for each day of travel. Per diem covers all meals and other incidental charges. Consultant shall invoice Stadium Manager using the GSA Travel Rate linked above.

SCHEDULE OF CHARGES
EXHIBIT C
SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No. _____

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$ _____, _____.00

Completion Date: _____

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT D

PRIVACY AND DATA COLLECTION ADDENDUM

1. This Privacy and Data Collection Addendum (the “Addendum”) is hereby incorporated into the Agreement by and between Forty Niners Stadium Management Company LLC (“Stadium Manager”) and [INSERT NAME] (“Consultant”) dated [] (the “Agreement”), and if there is any conflict or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall control and govern the rights and obligations of the parties.
2. Consultant shall ensure, and hereby represents and warrants, that any personal information (including without limitation name, address, email address, age, telephone number, social security number, or any other information defined by statute or law as personal information) collected by Consultant on behalf of Stadium Manager, or disclosed by Stadium Manager to Consultant, or otherwise accessed by Consultant, or collected from or through the Stadium Manager, in the course of performing its services under the Agreement (in each case, “Privacy Restricted Data”), has been collected, secured, maintained and disclosed in accordance with any applicable privacy policies and applicable foreign, federal, state and local laws, rules and regulations regarding privacy and/or governing the collection, use or storage of such personal information, including but not limited to the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. and its corresponding regulations (“CCPA”), and any amendment or successor law thereto, including the California Privacy Rights Act (“CPRA”) (collectively, “Privacy Laws”).
3. All Privacy Restricted Data shall be used to the extent strictly necessary to perform the business purpose set forth in the Agreement and shall not be used for any other commercial purpose, except as stated herein and permitted by the Privacy Laws.
4. All Privacy Restricted Data is and shall remain the exclusive property of Stadium Manager. Consultant shall collect, use, access, retain, and disclose or share Privacy Restricted Data only at the direction and/or for the benefit of Stadium Manager, and only to the extent strictly necessary to perform the services for Stadium Manager, and for the identified business purposes stated herein under this Addendum, or as otherwise required by law.
5. Under no circumstances may any Privacy Restricted Data be sold or shared by Consultant or retained, used, or disclosed outside of the direct business relationship between Consultant and Stadium Manager except as stated herein, including in Section 6 of this Addendum.
6. Consultant may not use or modify the Privacy Restricted Data, merge it with other data, commercially exploit it, disclose it, or do any other thing that may in any manner adversely affect the integrity, security, or confidentiality of such Privacy Restricted Data, other than as expressly specified herein or as directed by Stadium Manager in writing. Notwithstanding the foregoing, or any other provision herein, Consultant may use Privacy Restricted Data: (1) for internal use by Consultant to build or improve the quality of its services, provided that the Consultant does not use the personal information to perform services on behalf of another

person; (2) to prevent, detect, or investigate data security incidents, or protect against malicious, deceptive, fraudulent or illegal activity; (3) to retain and employ another Consultant as a subcontractor, subject to Stadium Manager's written consent, provided the subcontractor meets the requirements for a Consultant under the Privacy Laws; and (4) when required by law, including to comply with state, federal, and local laws; comply with a court mandated order, subpoena, or investigation; to respond to governmental and/or law enforcement requests; and to commence or defend legal claims.

7. Consultant shall maintain Privacy Restricted Data in a manner so as to allow Consultant to timely identify, access, correct, object to, and/or delete such data as may be required to comply with applicable Privacy Laws. Consultant agrees to take all reasonable actions at Stadium Manager's request that may be necessary or appropriate to comply with applicable Privacy Laws, including, at Stadium Manager's selection, to provide, return or delete Privacy Restricted Data. In such cases where Stadium Manager requests the return or deletion of Privacy Restricted Data, Consultant shall not maintain a copy of any Privacy Restricted Data and shall not otherwise remove or duplicate any Privacy Restricted Data without the express written permission of Stadium Manager.

8. Consultant agrees to comply with applicable Privacy Laws, including providing the same level of privacy protection as required by Stadium Manager under those laws. Stadium Manager shall have the right to take reasonable and appropriate steps to ensure that Consultant uses the Privacy Restricted Data in a manner consistent with Stadium Manager's obligations under applicable Privacy Laws. Such reasonable steps include, but are not limited to, ongoing manual reviews and automated scans of Consultant's system or regular assessments, audits, or other technical and operational testing at least once every twelve (12) months. Upon request and/or notice by Stadium Manager, Consultant shall take reasonable steps to stop and remediate any unauthorized uses of the Privacy Restricted Data and/or verify compliance with consumer or data subject requests. Consultant shall notify Stadium Manager no later than five (5) business days after it makes any determination that it can no longer meet its obligations under the applicable Privacy Laws.

9. Consultant shall inform Stadium Manager of any consumer or data subject request received by Consultant pursuant to applicable Privacy Laws and shall provide reasonable assistance to Stadium Manager in responding to such requests. Stadium Manager shall inform Consultant of any consumer or data subject request made pursuant to applicable Privacy Laws that Consultant must comply with. Stadium Manager will provide Consultant with information necessary for Consultant to comply with the request. Alternatively, Consultant may enable the Stadium Manager to comply with such consumer or data subject requests directly.

10. If and when Stadium Manager provides a request to access, correct, object to, and/or delete such data of individual consumers, Consultant shall, upon request, provide documentation that such request has been complied with within a timely manner in compliance with applicable Privacy Laws.

11. Consultant shall ensure that its employees are subject to binding confidentiality obligations with respect to Privacy Restricted Data at least as protective as the confidentiality

provisions hereunder and only use, disclose, and maintain such data in accordance with applicable Privacy Laws.

12. Consultant shall ensure that its subcontractors and vendors are subject to a binding written agreement with respect to Privacy Restricted Data at least as protective as the confidentiality provisions hereunder and only use, disclose, and maintain such data in accordance with applicable Privacy Laws

13. If Consultant discloses any Privacy Restricted Data to any third party as permitted herein, Consultant will ensure that the third party is subject to a binding written agreement requiring the same level of data privacy, protection and information security as required by applicable Privacy Laws.

14. Consultant represents and warrants that it has implemented and shall maintain (and that Consultant's Consultants have implemented and shall maintain) at its sole expense a comprehensive data security program which will include reasonable and appropriate technical, organizational, environmental, security and other safeguards to protect against any anticipated or actual threats or hazards to the confidentiality, integrity, or availability of Privacy Restricted Data, and against the destruction, loss, alteration of, and unauthorized access to, Privacy Restricted Data in Consultant's possession or control.

15. Consultant shall immediately notify Stadium Manager of any actual or suspected breaches of security that may result in the unauthorized collection, access, use or disclosure of any Privacy Restricted Data within Consultant's possession or control. Consultant shall, at its sole cost and expense, make all reasonable efforts to assist Stadium Manager in relation to the investigation and remedy of any such breach of security regarding Privacy Restricted Data within Consultant's possession or control and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of Privacy Restricted Data within Consultant's control.