

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN  
STADIUM MANAGER  
AND  
ICS INTEGRATED COMMUNICATION SYSTEMS**

**1. Parties and Date.**

This Amendment No. 1 to the Agreement for the Performance of Services by and between the Forty Niners Stadium Management Company LLC (“Stadium Manager”) and ICS Integrated Communication Systems, a California corporation with its principal place of business at 6680 Via Del Oro, San Jose, CA 95119 (“Contractor”), shall be effective on March 31, 2023 (“Effective Date”). Stadium Manager and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled “Agreement for the Performance of Services By and Between Stadium Manager and ICS Integrated Communication Systems,” on November 1, 2019 (the “Agreement”) for the purpose of Stadium Manager securing services as described in Exhibit A (the “Services”) of the Agreement from Contractor during the period of November 1, 2019 through March 31, 2023 (“Term”) in relation to Stadium Manager’s obligation to maintain and operate Levi’s® Stadium pursuant to that certain Stadium Management Agreement as defined in the Agreement.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the following sections of the Agreement: Section 5, Term of the Agreement, to extend the Term; Section 28, Notices, to revise the addressee for Stadium Manager for receipt of notice; Exhibit A, Scope of Services, to make conforming changes; and Exhibit B, Contractor Compensation and Fees, to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 24 of the Agreement. Capitalized terms not otherwise defined or amended herein shall have the meaning assigned in the Agreement.

**3. Terms.**

3.1 Amendment: Section 5 of the Agreement is deleted in its entirety and replaced in its entirety to read as follows:

**3. TERM OF AGREEMENT**

The term of this Agreement (the “Term”) shall begin on the Effective Date and terminate on May 31, 2023 provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. All Services contained herein shall be completed prior to the end of the Term of this Agreement. The Stadium Manager

shall have the option, in its sole discretion, to extend the Term for additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

3.2 Amendment: Section 28 of the Agreement is hereby amended, in part, to update the addressee for Stadium Manager for receipt of notices as follows:

Attention: Executive Director  
Address: Forty Niners Stadium Management Company LLC  
4900 Marie P. DeBartolo Way  
Santa Clara, CA 95054

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

3.3 Amendment: Exhibit A of the Agreement is hereby amended to delete Section A, Overview, subsection a. in its entirety and replace it with the following:

a. Contractor will provide Stadium Manager fire alarm testing, inspections, and maintenance services as specified in this Exhibit A and at the rates contained in Exhibit B, both of which are attached and incorporated into the Agreement, at Levi's Stadium for a multiyear period beginning November 1, 2019 through May 31, 2023, as requested by Stadium Manager; provided however, if the services extend beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Agreement.

3.4 Amendment: Exhibit B of the Agreement is hereby amended to delete the second paragraph in its entirety and replace it with the following:

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. In no event shall the total fees paid under this Agreement during (1) the period of the Term commencing November 1, 2019 and ending March 31, 2023 exceed Two Hundred Thousand Dollars (\$200,000.00) during any fiscal year (ending each March 31) and (2) the period of the Term commencing April 1, 2023 and ending May 31, 2023 exceed Ten Thousand Dollars (\$10,000.00). Contractor shall have no obligation to provide Services which would cause the fees to exceed the amounts specified above unless mutually agreed upon by the Parties in writing. Notwithstanding the foregoing, the Parties acknowledge and agree that the pricing listed above may be required to change in accordance with applicable law.

3.5 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term "Event Service Agreement" or "Agreement" appears in the Agreement, Amendment No. 1

it shall mean the Agreement as amended by this Amendment No. 1.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.7 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[SIGNATURES CONTINUED ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

**ICS INTEGRATED COMMUNICATION  
SYSTEMS**

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Peter Wilhelm  
Chief Financial Officer

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Aaron Colton  
Chief Executive Officer

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Date

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Date