

**AMENDMENT NO. 2
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10172
BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
INTEGRATED COMMUNICATION SYSTEMS**

1. Parties and Date.

This Amendment No. 2 to the General Services Agreement (“Amendment No. 2”) by and between the Forty Niners Stadium Management Company LLC (“Stadium Manager”) and Integrated Communication Systems, California corporation with its principal place of business at 6680 Via Del Oro, San Jose, CA 95119 (“Contractor”) shall be effective on April 1, 2026 (“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 “General Services Agreement Between Forty Niners Stadium Management Company LLC and Integrated Communication Systems”, dated June 1, 2023 (“Original Agreement”) as amended by that “Amendment No. 1 to General Services Agreement” dated April 17, 2025 (“Amendment No. 1”), for the purpose of Stadium Manager securing services as described in Exhibit A (the “Services”) from Contractor during the period of June 1, 2023 through March 31, 2026 (“Term”). The Original Agreement and Amendment No. 1 shall be collectively referred to herein as the “Agreement” unless otherwise noted.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the Term in which Contractor shall provide Services and update the applicable fees for the extended Term and to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 25 of the Agreement.

3. Terms

3.1 Amendment. The Term of the Agreement is hereby extended for one (1) additional year which shall expire on March 31, 2027.

3.2 Amendment. Exhibit B-1, Contractor Compensation and Fees is hereby deleted in its entirety and replaced with Exhibit B-2, Contractor Compensation and Fees, which is attached hereto and incorporated herein by this reference.

3.3 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1 and this Amendment No. 2, all other provisions of the Agreement remain in full force and effect

and shall govern the actions of the parties under this Amendment No. 2. From and after the Effective Date of this Amendment No. 2, whenever the term “General Services Agreement” or “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1, and this Amendment No. 2.

3.4 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. 2.

3.5 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their respective authorized representatives.

**FORTY NINERS STADIUM
MANAGEMENT COMPANY LLC**

**INTEGRATED COMMUNICATION
SYSTEMS**

Approved By:

Francine Hughes
EVP and General Manager

Aaron Colton
Chief Executive Officer

Date

Date

EXHIBIT B-2

CONTRACTOR COMPENSATION AND FEES

The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in **Exhibit A** in accordance with the compensation terms specified below.

Item	Description	6/1/2023 - 3/31/2024 Year One Pricing	4/1/2024 - 3/31/2025 Year Two Pricing	4/1/2025 to 3/31/2026 Year Three Pricing	4/1/2026 to 3/31/2027 Year Four Pricing
1	Fire Alarm Annual Inspection, Testing, Inspection and Maintenance Services (lump sum)	\$85,100.00	\$87,683.00	\$90,343.00	\$94,860.00
2	Semi Annual Fire Alarm Testing, Inspection and Maintenance Services	\$11,808.00	\$12,162.00	\$12,526.00	\$13,152.00
3	Labor Rates for Non-Contracted, Scheduled Work				
	Straight Time	\$165.00 per hour	\$175.00 per hour	\$185.00 per hour	\$195.00 per hour
	Overtime at 1.5 times	\$250.00 per hour	\$265.00 per hour	\$275.00 per hour	\$292.50 per hour
	Double Time	\$330.00 per hour	\$350.00 per hour	\$370.00 per hour	\$390.00 per hour

Labor Rates for Non-Contracted Scheduled Work and Description of Labor Rates:

1. Normal business hours are Monday through Friday – 7:00 a.m. to 4:00 p.m.
2. All service requests are 2 hours minimum plus drive time
3. Work performed before 7:00 a.m. and after 4:00 p.m. is considered overtime and shall be charged 1.5 times the hourly rate
4. Over 8 hours worked in a day shall be charged 1.5 times the hourly rate
5. Over 40 hours worked in a week shall be charged 1.5 times the hourly rate
6. Work on Saturdays shall be charged 1.5 times the hourly rate
7. Sundays and holidays shall be charged double the hourly rate

Reimbursable Expenses for Non-Contracted Work:

1. Materials shall be provided at MSRP less 10%
2. Parking/toll
3. CAD Drawing/Prints
4. Shipping Cost

Such reimbursable expenses shall be approved by Stadium Manager prior to expenses being incurred.

Amendment No. 2

Contract Number 10172

Total Not to Exceed Amount for Four Years: \$568,000

Year One – 6/1/23 through 3/31/24 - \$115,000 inclusive of cost for additional services as required.

Year Two – 4/1/24 through 3/31/25 - \$133,000 inclusive cost for additional services as required.

Year Three – 4/1/25 through 3/31/26 - \$160,000 inclusive of cost for additional services as required.

Year Four – 4/1/26 through 3/31/27 - \$160,000 inclusive of cost for additional services as required.

The pricing list above will govern all of services provided by Contractor to Stadium Manager during the Term. Unless specified in the agreement, any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.