

**SERVICE AGREEMENT
BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
BONFIRE INTERACTIVE LTD.**

PREAMBLE

This Service Agreement (the “Agreement”) is entered into between Forty Niners Stadium Management Company LLC, a Delaware limited liability company (“Stadium Manager”), and Bonfire Interactive Ltd. (Contractor). Stadium Manager and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. Stadium Manager desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of Stadium Manager; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between Stadium Manager and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Supplemental Terms and Conditions

Schedule A – Service Descriptions and Definitions

Schedule B – Service Level Agreement

Exhibit D – Insurance Requirements

Exhibit F – Order Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on February 1, 2022 and terminate on January 31, 2025. Since the term extends 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 the agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor 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. Contractor 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 Contractor. If Contractor fails to promptly correct or replace materials or services, Stadium Manager may make corrections or replace materials or services and charge Contractor for the cost incurred by Stadium Manager.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, Stadium Manager shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "Schedule of Fees". The maximum compensation of this Agreement is Thirty-Nine Thousand Dollars (\$39,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. Stadium Manager shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Stadium Manager may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to Stadium Manager all Stadium Manager information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

Stadium Manager and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.

Contractor shall be as fully responsible to Stadium Manager for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Stadium Manager. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor 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 Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of Stadium Manager but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than as intended herein.

13. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR

Stadium Manager, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to

Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify the Indemnified Parties (defined below) from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by the Indemnified Parties connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of the Indemnified Parties; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full Indemnified Parties' employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against any of the Indemnified Parties (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless Indemnified Parties for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.
- D. Indemnified Parties shall mean 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 and

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employees, 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.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Contractor shall provide and maintain in full force and effect, at no cost to Stadium Manager, insurance policies as set forth in Exhibit D.

16. WAIVER

Contractor agrees that waiver by Stadium Manager of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither Stadium Manager's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to Stadium Manager addressed as follows:

Attention: Jim Mercurio, EVP & General Manager
Address: Forty Niners Stadium Management Company LLC
4900 Marie DeBartolo Way
Santa Clara, CA 95054

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

And to Contractor addressed as follows:

Kaitlin Warcholak, Client Success Specialist
Bonfire Interactive Ltd.
121 Charles Street W. Suite C429
Kitchener, Ontario N2G 1H6
Canada
and by e-mail at kwarcholak@gobonfire.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, none of the Indemnified Parties has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF STADIUM MANAGER NAME OR EMBLEM

Contractor shall have no right to use, reproduce, or display the trademarks, symbols, trade names or other intellectual property of the Stadium Manager, Levi’s Stadium®, the San Francisco 49ers, or their respective affiliates, or Stadium tenants or their affiliates or other event performers directly or indirectly, in connection with any production, promotion, client list, service or publication, without the prior written approval of Stadium Manager.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company

By: _____

Name: Jim Mercurio

Title: Executive Vice President and General Manager

CONTRACTOR:

BONFIRE INTERACTIVE LTD.

By: _____

Name:

Title:

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the Stadium Manager by the Contractor under this Agreement are set forth below.

Provide Bonfire Strategic Sourcing Platform, a Software as a Service (SaaS) subscription service for Levi's Stadium located at 4900 Marie P DeBartolo Way, Santa Clara, CA 95054. The subscription includes software subscription services, implementation, training and support services for a three-year period.

The anticipated number of seat licenses required by Stadium Manager is three. Stadium Manager shall have the flexibility to adjust the number of seats to scale usage and adoption during the term of the agreement. If an additional seat license is opted during the term of the agreement, the invoice shall be prorated accordingly for the remainder of the annual term. Fees for seat licenses shall be in accordance with the cost referenced in Exhibit B – Schedule of Fees.

At a minimum, the system shall provide the following functionality:

1. Able to develop and publish solicitations, and receive electronic sealed bids and proposals.
2. Facilitate outreach and communicate with prospective bidders.
3. Promote the participation of small business enterprises.
4. Enable Stadium Manager to reach a broad pool of prospective bidders and proposers.
5. Invite suppliers to view, download and respond to solicitations.
6. Access to commodity codes for different business industries at no additional cost. Examples are NIGP or UNSPSC codes.
7. Unlimited projects, evaluators, and suppliers.
8. Ability to review and approve solicitations.
9. Reporting capabilities including the capability of downloading various reports for data analysis.

A. Solicitation Process Management

1. Schedule virtual pre-bid and pre-proposal meetings.
2. Provide transparent virtual bid openings.
3. Receive electronic sealed bids and proposals by a deadline.
4. Modify the deadline and extend solicitations.
5. Evaluate and interpret bids and proposals.
6. Ability to issue addenda and manage solicitations.
7. Identify businesses by industry types.
8. Ability to use a solicitation numbering system unique to Stadium Manager.

B. Supplier Management

1. Features to track bidder/proposal activity by supplier.
2. Track suppliers who have expressed interest in doing business with Stadium

Manager.

3. Search suppliers.

C. Sharing

1. Create, manage and maintain a library of boilerplate/standard documents to be used as templates.
2. Maintain an archive of solicitations that can be shared and replicated as needed for rebidding.
3. Features for sharing registered suppliers across the organization.

D. Training and Technical Support

1. Assist with configuration and onboarding.
2. Provide training on how to use the system.
3. Provide ongoing support to Stadium Manager users.

E. Suppliers

1. Supplier registration with no charge to suppliers for doing business with Stadium Manager.
2. Supplier training and technical support.
3. Supplier notification of new solicitations and changes to solicitations.
4. Provide assistance and support to bidders/proposers to accurately submit a response.
5. Ability for bidders to register and attend pre-bid and pre-proposal meetings.
6. Ability to submit questions.
7. Notifications of upcoming deadlines to submit bids and proposals.
8. Tools to submit sealed bids and proposals by the solicitation deadline.

F. Technical

1. Data protection and data backup/redundancy
2. Provide the maximum upload size
3. Data export of customer data
4. Service availability

Implementation, service levels and support services shall be provided in accordance with the supplemental terms and conditions referenced in Exhibit C.

EXHIBIT B SCHEDULE OF FEES

Bonfire Strategic Sourcing Platform

First seat license is \$5,000 per year.

Additional licenses are \$4,000 each seat license per year which is 20% discount off the list price.

Fees include all internal users including suppliers, data analysts, managers, administrators, evaluators & advisor/client roles for the organization. Includes implementation, training, unlimited projects, support, submissions, and cloud storage as follows:

eSourcing

- Solicit, receive, and evaluate bids and RFX online
- Organize and distribute RFX documents with digital scorecards for online evaluation
- Make vendor submissions easier and more compliant with a simple upload experience
- Maintenance/Hosting and access to all associated releases and upgrades included
- Unlimited projects, evaluators, and vendors

Price-Only Bidding

- Quickly create bids online and engage vendors
- Automatically tabulate and sort offers and review associated documents
- Award bids online with an option to publish a public award notice

Bonfire Benchmarking

- View industry insights, data benchmarks, and templates gathered from over 40,000 bids and RFPs to make data driven decisions.

Product Support and Ongoing Coaching and Training

- Fast and friendly product support available to all your buyers, evaluators, and vendors - Mon-Fri 8am - 8pm ET
- Regular check-ins from your dedicated customer success manager to share best practices and provide ongoing coaching and product training.

Bonfire Questionnaires Module

- Use templates to collect qualitative and quantitative vendor data for side-by-side comparison and auto-scoring.

Bonfire Bid Tables Module

- View vendor pricing side-by-side, filter, sort, and perform what-if analyses to optimize vendor selection.

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Bonfire Multi-Category Decisions Module

- Create parent and child projects to distribute decisions and make multiple awards across separate locations or categories.

Bonfire Approvals Module

- Bring your existing Approvals Process into Bonfire for consolidated visibility, turnkey compliance and improved Stakeholder engagement

EXHIBIT C
SUPPLEMENTAL TERMS AND CONDITIONS

1. **LICENSE.** Bonfire Interactive Ltd. ("**Bonfire**") hereby grants to Customer (identified on the Order Form), for internal use by Customer, its agents, contractors, employees and suppliers (collectively, the "**Users**") a non-transferable, non-exclusive, non-sub-licensable right and license (the "**License**") to access and use the services identified on Schedule A (collectively, the "**Platform Services**") during the Term (as outlined on the Order Form). The Platform Services shall be made available on-line at bonfirehub.com or bonfirehub.ca (or such other URL as Bonfire may designate from time to time) (the "**Site**") from a third party hosted facility, located in the country specified on the Order Form, and/or other systems used by Bonfire to host the Platform Services in the country specified on the Order Form (collectively, the "**Systems**"). Platform Services may be amended, enhanced or modified from time to time by Bonfire. Users shall access the Platform Services by means of a specific account (the "**Customer Account**") using individual User login names and passwords ("**Passwords**") provided by Bonfire. Bonfire shall enable the Platform Services and provide the Passwords on the Plan Start Date (identified on the Order Form). The Customer is responsible for the confidentiality and use of its Passwords and Customer Account, and in no event shall Bonfire be liable for any loss of information of the Customer or other claims arising from unauthorized access to the Platform Services as a result of the failure by Customer to protect the confidentiality of its Passwords and Customer Account. Bonfire is also responsible for the confidentiality of the Passwords and Customer Account provided to Customer and shall in all events be liable and indemnify Customer for any breach of this provision.

2. **USE.** The License and Support (as defined in Section 3 below) is granted exclusively for Customer's internal use, and the Customer is solely and exclusively responsible:
 - a. For the collection, accuracy, currency, quality, legality, completeness and use of Customer Data (as defined in Section 7.2 below) that is stored on the Systems, disclosed to or used by Customer or Users in connection with the Platform Services;
 - b. For the content of all communications (including without limitation, any transfer of signs, signals, text, images, videos, sounds, data or intelligence of any nature transmitted in whole or in part electronically the "**Electronic Communications**") while using Customer's Account;
 - c. To ensure that it and the Users will not use the Platform Services to communicate, by way of Electronic Communication or otherwise, any message or material that (1) is libelous, harmful to minors, obscene or constitutes pornography; (2) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (3) would otherwise give rise to any breach of confidentiality or privacy laws, or any civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation;
 - d. To ensure that the use of the Platform Services by any User is limited to the rights outlined herein; and the Customer shall not permit Users, directly or indirectly, to do (and shall be responsible for any violation of) any of the following acts:
 - i. Reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform Services;
 - ii. Modify, translate, or create derivative works from the Platform Services;

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- iii. Rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Platform Services;
- iv. Publish or disclose to third parties any evaluation of the Platform Services without Bonfire's prior written consent;
- v. Violate any local, state / provincial, federal or foreign law, treaty, regulation or convention applicable to the Customer in connection with Users' use of the Platform Services;
- vi. Access data or log into a server or account on the System that the Customer is not authorized to access, or access or tamper with other customer accounts of Bonfire;
- vii. Willfully tamper with the security of, or probe, scan or test the vulnerability of, any of the Systems, or render any part of the Systems unusable.
- viii. Sharing of Customer's Account with multiple individuals to circumvent license allocation as defined on the Order Form.

3. SUPPORT AND MAINTENANCE. Bonfire shall provide general maintenance services and technical support in respect of the Platform Services ("**Support**") throughout the Term, during Business Days (as defined in Schedule A). The Customer acknowledges that the Support will not be available during System maintenance periods for purposes of upgrades and maintenance to the Platform Services and/or System. Downtime for such System maintenance periods shall only occur between the hours of 11:00 pm and 6:00 am Eastern Standard Time ("**Downtime**") unless there is a defect that renders the Platform Services unavailable in which case Bonfire shall take steps to correct such deficiency immediately. Otherwise, Bonfire will make reasonable efforts to announce the scheduled Downtime via e-mail to the Customer's designated e-mail address. Support does not include services required as a result of (i) User misuse, improper use, alteration, or damage of the Platform Services; (ii) any problem caused by modifications in any version of the Platform Services not made or authorized by Bonfire; (iii) any problem resulting from the Customer combining or merging the Platform Services with any hardware or software not supplied by Bonfire, or not identified by Bonfire as compatible with the Platform Services and/or Systems, or (iv) any custom development services outlined on Schedule A hereto. Optional additional services which may be provided by Bonfire at the request of the Customer are as outlined on Schedule A hereto.

4. SERVICE LEVEL AGREEMENT. Bonfire shall provide the Platform Services at a service level described in the Service Level Agreement outlined on Schedule B hereto.

5. CUSTOM DEVELOPMENT. In the event the Customer wishes to have Bonfire provide additional custom development and/or services at any time during the Term, the parties will negotiate the terms and conditions of such additional services, and enter into a mutually agreeable contract which, among other things, will address which party will own any and all intellectual property developed as a result.

6. FEES, PAYMENT AND TAXES.

6.1 Fees. Fees for the License, Platform Services and Support (collectively the "**Fees**") are based on (i) the Plan Type selected by the Customer, and/or (ii) the number of records ("**Records**") that the Plan Type includes, each as defined on the Order Form.

6.2 Payment.

- a. **General.** All Fees are quoted in American currency unless otherwise stated on the Order Form; and are non-refundable except as may otherwise be provided in this Agreement. The Fees in an Order Form apply for the Initial Term and any Renewal subject always to Bonfire's right to increase the Fees by up to 5% above the previous applicable Fees at any time. Such revised Fees will apply only to a Renewal.
- b. **Invoicing.** Fees will be invoiced in advance and will be due on such dates and for such amounts as indicated on the invoices provided by Bonfire to the Customer.
- c. **Expenses.** The Customer shall pay Bonfire for all pre-approved costs and expenses incurred by Bonfire in providing any Support to the Customer (in excess of that provided as outlined in the Support and Maintenance Section contained herein) within 45 days of receipt of invoice from Bonfire, unless otherwise specified. The Customer is responsible for all its internet connection charges related to the use of the Platform Services.
- d. **Suspension of Service.** If Fees on any Customer Account are not paid by the due date, in addition to any other rights and remedies Bonfire may have (including interest owing, and the termination rights set forth herein), Bonfire reserves the right to suspend the Customer Account without liability to Bonfire, until such account is paid in full. "**Suspended Account**" means that all attempts to create new projects in Bonfire will be blocked and all Support will cease until the Customer makes the full payment due and owing, including any interest and other charges accruing during the suspension period. A Suspended Account does not remove the Customer's obligation to pay those amounts outstanding to the date of such suspension or thereafter for the remainder of the Term, as the case may be.

7. OWNERSHIP AND CONFIDENTIALITY.

7.1 Intellectual Property. The Customer acknowledges and agrees that the Platform Services, and all intellectual property rights therein (including without limitation, copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights, in and to the Platform Services, and all modifications, changes, enhancements, or additions thereto (whether initiated by the Customer or otherwise), and all intellectual property rights relating to the provision of Support in respect of the Platform Services (collectively, "**Bonfire IP**"), are owned or licensed by Bonfire. Except for the License granted hereunder, nothing in this Agreement gives the Customer any right, title or interest in, to or under any of the Bonfire IP, and to the extent the Customer acquires rights in the Bonfire IP, Customer assigns such rights to Bonfire and waives any moral rights it may have in the Bonfire IP to and in favour of Bonfire. All Bonfire IP shall be deemed to be Confidential Information (as defined below), and the Customer shall be bound by all confidentiality provisions.

7.2 Customer Data. "**Customer Data**" means any data, information or other materials of any nature recorded in any form whatsoever, disclosed or provided to Bonfire by the Customer and by the Users in the course of using the Platform Services, including all information generated by the Users' use of the Platform Services. The Customer retains all right, title and interest in and to all Customer Data. The Customer Data shall be deemed to be Confidential Information (as defined below) of the Customer, and Bonfire will restrict access to Customer's Confidential Information to those Bonfire employees, consultants and/or subcontractors who have a need to access the Customer Data in order to provide the Platform Services and Support and have agreed to be bound by the confidentiality provisions outlined herein. The Customer agrees that it is solely and exclusively responsible for the collection, accuracy,

currency, quality, legality, completeness and use of Customer Data that is stored on the System, disclosed to or used by Customer or Users in connection with the Platform Services, and for compliance with all applicable laws and regulations in the appropriate jurisdiction, including without limitation with respect to privacy, non-disclosure and confidentiality.

7.3 Bonfire Access and Use. Bonfire shall have the right, in its sole discretion, to access the Customer's Account from time to time, for purposes of Support, administration, anonymized data aggregation, invoicing and to inspect the Customer's utilization of the Platform Services so as to ensure Customer's compliance with the provisions of this Agreement.

7.4 Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party that is disclosed to the other party pursuant to this Agreement, and includes without limitation all Passwords, Customer Account information, Customer Data, Bonfire IP, and the terms and conditions of this Agreement. Each party agrees to keep all Confidential Information disclosed to it by the other party strictly confidential, in the same manner as it protects the confidentiality of its own information and data (at all times exercising at least a reasonable degree of care in the protection of the Confidential Information). Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of a party, subsequent to disclosure by the other party; or (d) has been otherwise lawfully known or received by a party. This section will not be construed to prohibit the disclosure of Confidential Information if required by law or order of the court or other governmental authority, provided that a party shall give the other party prompt notice of such request, so that the other party has a reasonable time to attempt to limit or prevent such disclosure. Upon termination of this Agreement, all copies of all Confidential Information shall be either returned to the applicable party or destroyed, at the discretion and written direction of the other party.

8. PERSONAL INFORMATION.

8.1 Definition and Permitted Use.

- a. For this Agreement, "**Personal Information**" means any information that Bonfire collects, receives, or obtains, from or on behalf of Customer or any of its Authorized Users that identifies a specific individual or by or from which a specific individual may be identified, such as the individual's name, address, or social security number, and any other information relating to an identified or identifiable individual. Personal Information includes the information of or pertaining to Customer's personnel, directors, officers, agents, providers, contractors, investors, or customers.
- b. Bonfire shall not cause or permit any Personal Information to be processed in any manner or for any purpose other than the performance of the Services in compliance with the restrictions in this Agreement and all applicable Laws.

8.2 Ownership and Treatment of Personal Information. As between Customer and Bonfire, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Personal Information. Bonfire shall:

- a. Process Personal Information for the sole purpose of performing the Services and in compliance with: (i) this Agreement or as Customer may expressly direct in advance in writing; and (ii) all applicable data protection laws; and

- b. Notify Customer in writing if Bonfire becomes aware of any unauthorized access, use or other unauthorized act respecting Personal Information.

8.3 Customer as Controller. Customer agrees that if Customer, or any data submitted by Customer to the Platform Services, is subject to the General Data Protection Regulation (“**GDPR**”), or related laws including related laws of European Union member states: (i) Customer is the data controller of such data and Bonfire is a data processor of such data; and (ii) Customer further represents that Customer has undertaken all requirements to comply with all privacy and data protection laws including but not limited to GDPR. Such requirements may include but are not limited to maintaining adequate records and registration requirements with supervising or other regulatory authorities.

8.4 Legitimate purpose/consent. Customer agrees and represents to Bonfire that all personal information Customer collects, provides, or otherwise uses in any way in relation to the Bonfire Service is necessary for Customer’s legitimate interest and is not overridden by fundamental rights of the subject individual, and otherwise that Customer has all rights and obtained all necessary consents to collect, provide, manage, all personal information Customer provides to Bonfire for any purpose. Customer further represents and warrants that Customer will not collect, provide or otherwise use in any way in relation to the Bonfire Service any special category of personal data as described in GDPR.

9 TERM AND TERMINATION.

9.1 Term. The License and Support shall commence on the Plan Start Date (as outlined on the Order Form) and shall continue for the Term outlined on the Order Form (the “**Initial Term**”), unless earlier terminated in accordance with the provisions of this Agreement. At the end of the Initial Term this Agreement is set to automatically expire. At Customer’s option, Customer may further extend the Term for additional terms of 12 months (each a “**Renewal**”). The Initial Term and any Renewals constitute the “**Term**”.

9.2 Suspension of Service. Bonfire may, at its sole option, and in addition to any other right herein, notify the Customer that it has a Suspended Account effective immediately in the event of any breach of payment of Fees as outlined in Section 6.2 above, or a breach of any provisions related to intellectual property or confidential information, or a breach of any provisions outlined in Section 2.d.

9.3 Termination. This Agreement may be terminated as follows upon the occurrence of any of the following events:

- a. Immediately by Bonfire, if the Customer fails to make payment of undisputed Fees within 60 days of receiving written notice from Bonfire;
- b. Immediately by Customer if Bonfire fails to timely deliver or perform the services, or if no time is specified, within a reasonable time
- c. Immediately by either party, if the other party breaches any of the obligations or provisions of this Agreement and fails to remedy such breach within 30 days of written notice from the party of such default;
- d. Immediately on written notice by either party if the other party (A) ceases or threatens to cease to carry on its business, commits an act of bankruptcy, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors, or (B) is subject to any proceeding that is taken to (i) compromise or make an arrangement with

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that party's creditors, (ii) obtain an order to assign that party into bankruptcy or winding-up that party, or (iii) obtain an order to appoint a receiver over any part of that party's assets, and in each case, such proceeding is not dismissed within 60 days of such proceeding being initiated; and

- e. Immediately on written notice by either party if the other party breaches or threatens to breach any provision of Section 7 of this Agreement.

9.4 Effect of Termination. Upon the effective date of termination, the License and all Support shall terminate and:

- a. Each of the parties shall deliver or destroy, at the direction of the other party, all Confidential Information of the other party which is in its possession, care or control, provided that the Bonfire, on request by Customer, shall be permitted 10 business days to provide Customer with a backup copy of all Customer Data located on the Platform Services;
- b. Customer shall pay to Bonfire all undisputed Fees accrued and owing up to the effective date of termination or Bonfire shall reimburse to Customer all pre-paid Fees on a pro rata basis for that portion of the Term following the effective date of termination;
- c. If this Agreement is terminated for default, Customer shall have the right to charge Bonfire the amount by which the costs of fabricating or procuring the services cancelled from another source exceed the compensation specified herein, and Customer may offset any such charge against any amounts which had or may become payable to Bonfire under this Agreement or otherwise.
- d. The provisions dealing with intellectual property, confidential information, liability and indemnification of this Agreement shall continue in force following effective termination; and
- e. Each of the parties shall have all remedies which are available to it at law or in equity.

10 WARRANTIES AND DISCLAIMERS.

10.1 Software Limited Warranty. Bonfire warrants that the Platform Services will operate in substantial conformity with the applicable written documentation provided by Bonfire. For any breach of this warranty, Customer's remedy shall be that Bonfire will, at its expense, correct any errors identified by Customer in the Platform Services, in addition to any other remedy that might be available to Customer for such breach by Bonfire. Bonfire also warrants that it will maintain the Platform Services at reputable third-party Internet service providers and hosting facilities. Bonfire warrants that it has implemented commercially reasonable security measures, including without limitation, technical, physical and procedural controls to protect Customer Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by Bonfire, whether by accident or otherwise. However, the Customer acknowledges and agrees that, notwithstanding such security measures, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Platform Services and Customer Data. Accordingly, Bonfire cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet. For any breach of the foregoing warranties, Bonfire shall

pay to Customer all damages the Customer suffers in connection with such breach, subject to the limitations set out in Section 11.3.

- 10.2 General Warranties.** Bonfire represents and maintains that it has the expertise in the professional calling applicable to this Agreement, and its duties and obligations, expressed and implied, contained herein, and Customer expressly relies upon Bonfire's representations regarding its skills and knowledge. Bonfire shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline. Bonfire warrants that Platform Services are not violative of any patent, copyright or similar rights, to the best of its knowledge. Bonfire's warranties shall run to Customer and shall not be deemed to be exclusive.
- 10.3 Exclusions.** Bonfire does not warrant that the functions contained in the Platform Services will meet the Customer's requirements or that the operation of the Platform Services will be uninterrupted or error-free.
- 10.4 Limitations of Liability.** UNLESS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOST PROFITS OR REVENUE, OR FAILURE TO REALIZE EXPECTED SAVINGS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF BONFIRE FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL BE LIMITED TO TEN (10) TIMES THE FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION GIVING RISE TO THE LIABILITY AROSE.

11 INDEMNIFICATION.

- 11.1 Bonfire Indemnification.** Bonfire shall, at its own expense, defend Customer in any action, suit or claim by a third party alleging that the Platform Services (when used as authorized under this Agreement) infringe any United States or Canadian patent, trademark, trade secret, copyright or any other proprietary right of such third party (an "IP Claim") and shall pay settlement amounts agreed by Bonfire and/or any losses, damages, liabilities, expenses, or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against Customer by a court of competent jurisdiction in such IP Claim. As conditions for such defense and satisfaction by Bonfire, (i) Customer shall notify Licensor promptly in writing upon becoming aware of all pending IP Claims; (ii) Customer shall give Licensor sole control of the defense and settlement of such IP Claims; (iii) Customer shall cooperate fully with Licensor in the defense and/or settlement of such IP Claims; and (iv) Customer shall not settle any IP Claims without Licensor's consent, or compromise the defense of any such IP Claims.

Bonfire shall also, at its own expense, defend, indemnify, and hold harmless Customer in any action, suit, demands, or claims by a third-party for any losses, damages, liabilities, expenses, or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against Customer by a court of competent jurisdiction, that may be imposed upon or incurred by Customer to the extent caused by any of the following negligent acts, errors, or omissions by Bonfire and/or Bonfire's agents or employees including, but not limited to, Bonfire's staff or any subcontractors hired by Bonfire ("**Other Claims**"): (1) any misrepresentation, or breach or failure to perform any of Bonfire's services, or obligations related to and within the scope of Bonfire's services, as described in Schedule A; (2) any intentional act, negligent act, or

failure or omission to act related to and within the scope of Bonfire's services, as described in Schedule A; and/or (3) any negligent act or conduct of any of Bonfire's staff or subcontractors. As conditions to the foregoing indemnification by Licensor, (i) Customer shall notify Licensor promptly in writing upon becoming aware of any pending Other Claims; (ii) Customer shall give Licensor sole control of the defense and settlement of such Other Claims, subject to the approval of Customer of any such final settlement in its reasonable discretion; (iii) Customer shall cooperate fully with Licensor in the defense and/or settlement of such Other Claims; and (iv) Customer shall not settle any Other Claims without Licensor's consent, or compromise the defense of any such Other Claims.

11.2 Mitigation. Notwithstanding the foregoing, if Bonfire reasonably believes that use of any portion of the Platform Services is likely to be enjoined by reason of an IP Claim then Bonfire may, at its sole option and expense: (i) procure for the Customer the right to continue using the Platform Services, as the case may be, or any portion thereof; (ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an action described in this section; or (iii) modify the applicable software or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the Platform Services as set out herein. If none of the foregoing options are commercially reasonable, Bonfire may terminate this Agreement or access to the allegedly infringing portion of the Platform Services [and refund customer any prepaid unearned fees for the Platform Services or such portion of the Platform Services.] Bonfire shall have no liability respecting any IP Claim to the extent such Claim is based upon the combination, operation or use of the Platform Services, Support with other equipment, software, apparatus, devices or things not identified by Bonfire as compatible with the Platform Services and/or Systems or in a manner inconsistent with Bonfire's specifications and instructions or this Agreement.

11.3 Procedure. Bonfire's defense and indemnity obligations in this Section 12 are subject to the following: (i) Customer promptly notifying Bonfire in writing of the Claim on becoming aware of any pending Claim; (ii) Bonfire having sole control of all related settlement negotiations with respect to the Claim with the Customer having the option to consult, provided that no settlement shall be accepted without the prior written consent of the aggrieved party, such consent not to be unreasonably withheld, conditioned or delayed; and (iii) Customer shall cooperate fully to the extent necessary in the defense or settlement of such Claim, and execute all documents necessary for the defense of such Claim and (iv) Customer shall not settle any Claim without Bonfire's written consent, or compromise the defense of any such Claim.

This section states the entire liability of Bonfire for any type of infringement or breach whatsoever of intellectual property rights of third parties resulting from or relating to the provision by Bonfire of the Platform Services or Support.

12 GENERAL PROVISIONS.

12.1 Relationship of Customer and Bonfire. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties; no party is by virtue of this Agreement authorized as an agent, employee or agent representative of the other.

12.2 Non-Exclusivity. Nothing in this Agreement will be construed to prevent Bonfire from marketing, licensing, selling or otherwise providing the Platform Services, Support or Systems, or any aspects of Bonfire's technology or services to any third party. Nothing in this

Agreement will be construed to prevent the Customer from obtaining services similar to the Platform Services from a third party.

- 12.3 Modifications and Waiver.** No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto. Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at any time. The waiver of any breach hereof or default in any payment shall not be deemed to constitute a waiver of any succeeding breach or default.
- 12.4 Notices.** Any notices, demands and other communications hereunder shall be in writing and shall be delivered, sent by electronic transmission, or by mail, registered or certified, return receipt requested, postage prepaid, and addressed to the parties as outlined on the Order Form. All notices shall be effective and deemed to be delivered (i) if mailed, on the fifth business day following such mailing, unless there is an interruption in the mail, in which case it shall be deemed to have been given when received; or (ii) if delivered or sent by facsimile, on the business day following the date of dispatch or the date of transmission, as the case may be. Either party may change the address for notice by giving written notice of such change to the other party in the manner provided in this Section.
- 12.5 Force Majeure.** Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labour difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.
- 12.6 Authorized Reseller Status; Option to Purchase Affiliate Products.** Bonfire is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Bonfire Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Bonfire Affiliates include Bonfire Interactive US Ltd., Sherpa Government Solutions LLC, eCivis Inc., CityBase, Inc., OpenCounter Enterprise Inc., Questica Ltd. and Questica Software Inc. In addition to the products and services that are the subject of this Agreement, Client has the option to purchase from either Bonfire, as an authorized reseller, or Bonfire Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Client and Bonfire or Client and the applicable Bonfire Affiliate.

SCHEDULE A – SERVICE DESCRIPTIONS AND DEFINITIONS

All capitalized terms used in this Schedule shall have the meanings ascribed thereto in the Agreement. This Schedule may be amended from time to time in accordance with the terms of the Agreement, and is deemed incorporated into the Agreement, as amended.

1. **PLATFORM SERVICES.**

a. **Description of Platform Services.** Platform Services include the following functionality (based on the modules included on the customer order form):

- i. Public Opportunity Portal
- ii. Project Management and Evaluation
- iii. Contract Management
- iv. Vendor Record Management
- v. Vendor Performance Management
- vi. Insights and Analytics
- vii. User Management

2. **CUSTOM DEVELOPMENT AND SERVICES.** The following optional custom development services are available to the Customer, the terms of which shall be negotiated by the parties.

- a. **Data Migration Service:** Importing Customer's legacy data and files into Platform Services. Exporting Customer's historical data in a structured manner out of Platform Services.
- b. **Custom Development Service:** Includes any additional development that the Customer would like done for integrating custom data formats, the creation of custom report formats, and any other development required to fill Customer needs.

3. **BUSINESS DAYS.**

- a. Business Days are defined as Monday – Friday.
- b. Business Days do not include holidays, which include:
 - i. New Year's Day (January 1)
 - ii. President's Day / Family Day (Third Monday in February)
 - iii. Good Friday (Friday before Easter Sunday)
 - iv. Victoria Day (Monday before May 25)
 - v. Labor Day (First Monday in September)
 - vi. Columbus Day / Thanksgiving Day (Second Monday in October)
 - vii. Christmas Day (December 25)
 - viii. Boxing Day (December 26)

SCHEDULE B – SERVICE LEVEL AGREEMENT

Bonfire understands the importance and centrality the Platform Services plays in supporting an organization's business processes. We value and appreciate the trust that each customer places in us.

This Service Level Agreement ("SLA") is a policy governing the use of the Platform Services between Bonfire ("us" or "we") and users of Platform Services ("you"). This SLA applies separately to each Customer using the Platform Services. Any amendments or revisions to this SLA will be in writing and agreed to by both parties.

Bonfire is committed to providing reliable high-performance managed services to our customers. Our SLA has been designed to ensure the highest quality service and to provide compensation to the Customer in the event of failure to achieve the specified metrics herein.

1. **SERVICE COMMITMENT.**

- a. **Service Availability.** Bonfire will use commercially reasonable efforts to make the Platform Services available with a Monthly Uptime Percentage (defined below) of at least 99.5% during any monthly billing period. In the event Bonfire does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.
- b. **Data Redundancy.** Bonfire will use commercially reasonable efforts to provide at a minimum one (1) redundant data store for Customer Data, updated on a daily basis, during the period of the Term.
- c. **Data Storage Term.** While there exists an SLA in place between the Customer and Bonfire, Bonfire will use commercially reasonable efforts to store all Customer Data.
- d. **Data Exportation.** Bonfire will use commercially reasonable efforts to provide (i) the access or means for the Customer to export the Customer Data out of the Platform Services or (ii) a comprehensive export of all Customer Data in downloadable Excel and ZIP formats upon request.

2. **SERVICE AVAILABILITY DEFINITIONS.**

- a. **Server Outage.** A "Server Outage" is defined as an instance in which no traffic can pass in or out of the Bonfire managed server(s) for more than 15 consecutive minutes ("Service Unavailable"). We will calculate the Service Unavailable for each Customer as a percentage for each fifteen-minute period in the monthly billing cycle. The calculation of the number of Server Outages will not include outages that arise directly or indirectly as a result of any of the SLA Exclusions (as defined below).
- b. **Monthly Uptime Percentage.** The "Monthly Uptime Percentage" is calculated by subtracting from 100% the average of the Service Outage from each fifteen-minute in the monthly cycle.

3. **SERVICE CREDITS.** "Service Credits" are calculated as a percentage of the total charges paid by you to Bonfire for the billing cycle in which the error occurred in accordance with the schedule below.

a. Service Credit Percentages:

- i. For Monthly Uptime Percentage equal to or greater than 99.0% but less than 99.5% - Service Credit of 1%
- ii. For Monthly Uptime Percentage less than 99% - Service Credit Percentage of 5%.

We will apply any Service Credits against future Bonfire payments otherwise due from you unless there are none, in which case Service Credits will be refunded. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 Canadian Dollar). Service Credits may not be transferred or applied to any other Customer.

4. **SERVICE CREDIT PROCEDURE**. To receive a Service Credit, you must submit a request by sending an e-mail message to support@gobonfire.com. To be eligible, the credit request must (i) include your account URL in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of each outage; and (iii) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred. If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us, we will issue the Service Credit to you within one billing cycle following the month in which the error occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.
5. **SERVICE COMMITMENT EXCLUSIONS**. The Service Commitment does not apply to any unavailability, suspension, termination of Platform Services, or any other Platform Services performance issues (i) that result from Downtime and Service Suspensions as defined below. "**Service Suspensions**" means, collectively, Bonfire's right to suspend access to any portion or all of the Platform Services at any time, on a Service-wide basis: (a) for scheduled Downtime to permit us to conduct maintenance or make modifications to any Platform Service; (b) in the event of a denial of service attack or other attack on the Platform Service or other event that we determine, in our sole discretion, may create a risk to the applicable Platform Service, to you or to any of our other customers if the Platform Service were not suspended; or (c) in the event that we determine that any Platform Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons. To the extent we are able, we will endeavour to provide you email notice of any Service Suspension and email notice regarding resumption of Platform Services following any such suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Platform Services; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (v) arising from our suspension and termination of your right to use Platform Services in accordance with the terms of the Agreement. If availability is impacted by factors other than those used in our calculation of the Server Outage, we may issue a Service Credit considering such factors in our sole discretion.

EXHIBIT D
INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
2. Automobile liability in the amount of One Million Dollars (\$1,000,000) with respect to owned, hired and non-owned vehicles.
3. Workers compensation insurance, as required by applicable law.
4. Employer's liability in the amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, by disease, and One Million Dollars (\$1,000,000) policy aggregate by disease.
5. Liability insurance covering claims arising out of errors and omissions by vendors rendering professional services, in the amount of One Million Dollars (\$1,000,000) each occurrence including contractual liability coverage, with all coverage retroactive to the earlier of the date of agreement or commencement of Contractor's services.
6. Umbrella or excess liability insurance in the amount of Two Million Dollars (\$2,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Levi's Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as additional insureds; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names additional

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insureds contained herein shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

ORDER FORM

Order # Q-03251

Exhibit F



Forty Niners Stadium Management Company

Bonfire Interactive Ltd

California
United States
Jenti Vandertuig
jenti.vandertuig@49ers.com

121 Charles St. W.#C429
Kitchener ON N2G 1H6
Canada
Kaitlyn Warcholak
kwarcholak@gobonfire.com

Start Date: 01/02/2022 **End Date:** 31/01/2025 **Subscription Term:** 36

Subscription Products	Quantity
<p>Bonfire Strategic Sourcing Platform eSourcing</p> <ul style="list-style-type: none">• Solicit, receive, and evaluate bids and RFx online• Organize and distribute RFx documents with digital scorecards for online evaluation• Make vendor submissions easier and more compliant with a simple upload experience• Maintenance/Hosting and access to all associated releases and upgrades included• Unlimited projects, evaluators, and vendors <p>Price-Only Bidding</p> <ul style="list-style-type: none">• Quickly create bids online and engage vendors• Automatically tabulate and sort offers and review associated documents• Award bids online with an option to publish a public award notice <p>Bonfire Benchmarking</p> <ul style="list-style-type: none">• View industry insights, data benchmarks, and templates gathered from over 40,000 bids and RFPs to make data driven decisions. <p>Product Support and Ongoing Coaching and Training</p> <ul style="list-style-type: none">• Fast and friendly product support available to all your buyers, evaluators, and vendors - Mon-Fri 8am - 8pm ET • Regular check-ins from your dedicated customer success manager to share best practices and provide ongoing coaching and product training	3 Seats
<p>Bonfire Questionnaires Module</p> <ul style="list-style-type: none">• Use templates to collect qualitative and quantitative vendor data for side-by-side comparison and auto-scoring	Included
<p>Bonfire Bid Tables Module</p> <ul style="list-style-type: none">• View vendor pricing side-by-side, filter, sort, and perform what-if analyses to optimize vendor selection	Included
<p>Bonfire Multi-Category Decisions Module</p> <ul style="list-style-type: none">• Create parent and child projects to distribute decisions and make multiple awards across separate locations or categories	Included
<p>Bonfire Approvals Module</p> <ul style="list-style-type: none">• Bring your existing Approvals Process into Bonfire for consolidated visibility, turnkey compliance and improved Stakeholder engagement	Included

Subscriptions	USD 13,000.00	USD 39,000.00
Services		USD 0.00

Current Order Amount (before taxes): USD 39,000.00

Currency: USD

Billing Cycle: Annual

Payment Terms: Net 30

Data Location: United States

Comments:

- First seat purchased at \$5000. Additional seats are \$4000 (20% off discount)
- Includes all internal users including suppliers, data analysts, managers, administrators, evaluators & advisor/client roles for the organization
- Includes implementation, training, unlimited projects, support, submissions, and cloud storage