

**AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
ARMANINO, LLP**

PREAMBLE

This Agreement is entered into between the Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code (Authority) and Armanino, LLP, a California corporation, or its affiliates if specifically indicated (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. Authority 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 Authority; 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 Authority 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
 - Appendix A-1: Standard Mapping Assumptions for Concur/Dynamic GP Integration
- Exhibit B – Schedule of Fees
- Exhibit C – Insurance Requirements
- Exhibit D – GP-Concur Invoices Integration Pack Subscription Agreement

Exhibit E – Change 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 November 1, 2020 and terminate on March 31, 2023. The Authority reserves the right, at its own sole discretion, to extend the term of this Agreement for up to two (2) additional one-year options through March 31, 2025.

Notwithstanding the foregoing, the term of the GP-Concur Invoices Integration Pack Subscription Agreement shall be as provided in Exhibit D.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

- A. Scope of Services. Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.
- B. Contractor's Proprietary Software. The terms of the licensing of the separately executed GP-Concur Invoices Integration Pack Subscription Agreement, between Authority and Contractor's affiliate, Armanino Solutions, LLC, including subsequent releases licensed to Authority, shall be as set forth in Exhibit D.
- C. Third Party Software and Web Services. With respect to software and web services proprietary to a vendor other than Contractor, such software or web services shall be licensed to Authority pursuant to the terms of applicable third party agreements.

4. WARRANTY

Contractor expressly warrants that the professional services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and shall conform to the specifications, requirements and instructions upon which this Agreement is based for Services performed by Contractor or its subcontractors (and not third party services or software).

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 Authority 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, Authority 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 shall be as set forth in Exhibit B ("Maximum Compensation") 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. Authority 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 a party fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the non-breaching party may terminate this Agreement immediately upon written notice to Contractor after a failure to cure such breach within thirty (30) days of such notice.
- 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 Authority all Authority information or material that Contractor has in its possession and any fully-paid completed work product.

8. ASSIGNMENT AND SUBCONTRACTING

Authority 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 Authority. Contractor shall not hire subcontractors without express written permission from Authority.

Contractor shall be as fully responsible to Authority 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 Authority. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

Except as otherwise required by law, all ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information that one party ("Discloser") shares with the other party ("Recipient") in connection with the performance of this Agreement that is marked or identified as confidential, or a reasonable person would believe to be confidential due to the nature of the information or manner of disclosure, shall be held confidential by Recipient and shall not, without the prior written consent of Discloser, 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 Recipient which is otherwise known to Recipient, becomes generally known to the public through no breach of Recipient, is authorized for disclosure by Discloser in writing, or is independently developed by Recipient without use of Discloser's Confidential Information shall be deemed confidential. Contractor acknowledges that Authority is a public entity subject to the requirements of the California Public Records Act and, as such, may be required to disclose information as a matter of law. Authority may disclose information in response to such request in its sole discretion, after giving advanced notice to Contractor as to any documentation marked "Confidential" with a reasonable opportunity to object, and shall bear no liability to Contractor for any such disclosure.

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 ("Work Product") shall be the property of Contractor. Contractor hereby grants the Authority a nonexclusive, royalty-free,

perpetual, irrevocable, worldwide license to make, have made, modify and use any Work Product for internal use. Work Product does not include commercial software licensed to the Authority under a separate license agreement, nor the Authority's Confidential Information, which the Authority will continue to own.

13. RIGHT OF AUTHORITY TO INSPECT RECORDS OF CONTRACTOR

Authority, 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 financial records of Contractor relating to the Services (e.g., invoices, time sheets, receipts) 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 Authority. Any expenses not so recorded shall be disallowed by Authority. 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 Authority.

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

All audit rights under this Section 13 require reasonable advanced notice to Contractor, may only be performed at a mutually agreeable time, during Contractor's normal business hours, and no more frequently than once annually.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify Authority, its respective governing boards, commissions, officers, employees, volunteers and agents 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, to the extent caused by 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.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full Authority and Authority's 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

Authority (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 Authority for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. LIMITATION OF LIABILITY

Notwithstanding any contrary provision in the Agreement, and to the maximum extent permitted by applicable law and regulations, in no event will either party be liable to the other party for (i) indirect, incidental, consequential, special, speculative or exemplary damages of any nature arising out of or related to this Agreement, even if such party has been advised of the possibility of such damages; or (ii) direct damages in an amount exceeding the greater of (a) twice (2x) the fees paid or payable to Contractor under the individual statement of work / "Scope of Services" giving rise to the claim in the twelve (12) months prior to the date the claim arose; or (b) \$250,000. The foregoing limitation shall not apply to Contractor's defense and indemnification obligations for property damage, personal injury or death caused by Contractor through performance of the Services.

16. HIRING CONTRACTOR PERSONNEL

If, during the term of the Agreement or one (1) year thereafter, the Authority hires one of Contractor's current employees or contractors as an employee of Authority, the Authority agrees to pay to Contractor 100% of the employee's or contractor's first year salary as a placement fee. Nothing in this Section will restrict the Authority's ability to recruit generally in the media, and the placement fee will not apply to any employee or contractor of Contractor who voluntarily applies for employment without having been initially and specifically solicited or recruited by the Authority.

17. INSURANCE REQUIREMENTS

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

18. WAIVER

Contractor agrees that waiver by Authority 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 Authority'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.

19. NOTICES

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

Santa Clara Stadium Authority
Attention: Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050

And to Contractor addressed as follows:

Armanino, LLP
Attention: General Counsel
12657 Alcosta Blvd., Suite 500
San Ramon, CA 94583

Notice shall be deemed to have been duly given when delivered personally, three (3) business days after deposit in the United States Mail, or one (1) business day after delivery with an overnight delivery service, addressed to the Party at the address above.

20. 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>).

21. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no Authority officer, employee or authorized representative 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 Authority if a conflict arises.

22. 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.

23. NO USE OF AUTHORITY NAME OR EMBLEM

Contractor shall not use Authority's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of Authority.

24. 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.

25. 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.

26. CHANGE PROCEDURES AND AUTHORIZATION

- A. Contract Change Requests. Either party hereto may, from time to time, and at any time during the term hereof request a change. (The party requesting the change is hereinafter referred to as the "Requesting Party.") Requests for changes shall be in writing and shall be addressed and delivered to the other party. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the Products, Services, Deliverables or Schedules to be changed.
- B. Procedures. As soon as practical after receipt by the notified party of copies of the Request, the parties shall as necessary meet to discuss the change and to ascertain its cost and schedule impacts, if any.

- C. Change Orders. Any changes to this Agreement that relate to (i) the deletion of Products or Services, (ii) adding additional Products, or Services, or (iii) changing or modifying Products or Services, not to exceed the maximum compensation of this Agreement unless otherwise set forth in writing, shall be made by a written change order duly authorized and executed by the Parties to this Agreement.

The change order shall be prepared in a form substantially similar to the form attached hereto as Exhibit E. The change order shall describe the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase.

- D. Amendments. Any changes to this Agreement that relate to (i) an increase in the maximum compensation of this Agreement, or (ii) the term of this Agreement, or (iii) any other terms or conditions of the Agreement not covered by the Change Order provisions set forth above, may only be made by a written amendment duly authorized and executed by the Parties to this Agreement.

27. 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.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

SANTA CLARA STADIUM AUTHORITY
a California Joint Powers Authority

Approved as to Form:

Dated: _____

BRIAN DOYLE
Stadium Authority Counsel

DEANNA J. SANTANA
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"AUTHORITY"

ARMANINO, LLP
a California limited liability partnership

Dated: _____

By (Signature): _____
Name: Ryan Prindiville
Title: Partner
Principal Place of Business Address: 12657 Alcosta Blvd., Suite 500
San Ramon, CA 94583
Email Address: ryan.prindiville@armaninollp.com
Telephone: (925) 790-2833
Fax: (925) 790-2601
"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

1. Introduction

- 1.1.** The Santa Clara Stadium Authority (Authority) wishes to implement a financial management system to account for all Authority related financial transactions, including finance (General Ledger (GL), Accounts Receivables (AR), Account Payables (AP), and Expense Reimbursements) and procurement (Purchase Order (PO), Contracts, and Inventory) functionalities.
- 1.2.** Forty Niners Stadium Management Company LLC (ManCo or Stadium Manager) is responsible for the day-to-day operations, accounting transactions, and financial reporting to the Authority for Non-NFL events and Shared Stadium Manager expenses. Authority authorizes Contractor to work with ManCo as necessary for delivery of Services hereunder, but ManCo is not a third party beneficiary to this Agreement. The Authority understands that Contractor's Services are dependent on timely and accurate information received from Authority and ManCo.
- 1.3.** Under this Agreement, Contractor shall provide the following services (collectively referred to as "Services"):
 - 1.3.1.** Implement Microsoft Dynamics Great Plains 2018 (Dynamics GP) and assist in program managing the vendor responsible for implementing SAP Concur. Contractor will not implement SAP Concur but will lead the effort for the integration between SAP Concur and Dynamics GP. Both Dynamics GP and SAP Concur are collectively referred to herein as "System".
 - 1.3.2.** Assess the current business and reporting processes performed by ManCo and Authority staff and provide recommendations to streamline the processes.
 - 1.3.3.** Evaluate the system platforms and reporting needs and provide solutions to address the requirements.
 - 1.3.4.** Provide recommendations to reduce the manual handling of supporting documentations and redaction process for staff.
 - 1.3.5.** Review the financial reporting needs with the Authority staff and provide recommendations to achieve the goals.
 - 1.3.6.** Assist in developing financial reporting policies for the Authority based on the new system and business processes.
 - 1.3.7.** Provide system customization and configuration resources, if necessary.
 - 1.3.8.** Assist and provide resources capable of report authoring based on the overall business process assessment.
 - 1.3.9.** Develop specific technology platform, module and integration recommendations to address the issues identified by ManCo and Authority.
 - 1.3.10.** Develop an implementation roadmap for current and future goals for ManCo and Authority based on Contractor's assessments.

2. Documents

- 2.1.** This Exhibit contains the following Appendix:

2.1.1. Appendix A-1: Standard Mapping Assumptions for Concur / Dynamic GP Integration

- 2.2.** To the extent not inconsistent with this Agreement between the Authority and Contractor including this Scope of Services, the Authority's SOQ 18-19-46 (including subsequent updates), Contractor's proposal response dated July 5, 2019, and Contractor's oral presentation materials dated March 12, 2020, is hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

3. Project Management

3.1. Contractor's Responsibilities

- 3.1.1.** The principal members of the Contractor's project team are shown below; however, it should be noted that final project resources will be determined and assigned upon execution of contract. In the event that the Contractor's Project Manager is removed from the project, Contractor will identify a replacement as quickly as possible in order to limit the impact to project deliverables and timelines.

Name	Role
Giles Zollar	Project Advisor
Zandra Montes	Project Manager
Liane McLraith	Senior Dynamics GP Consultant
Ryan Prindiville	Engagement Partner

- 3.1.2.** The Contractor's Project Manager shall be the primary person communicating with the Authority and keeping Authority fully apprised on the status and progress of the project. The Contractor's Project Manager shall also be responsible for project schedule updates; creation and preparation of weekly progress reports and meeting minutes; adherence to project scheduling; tracking of issue and risk logs; and general project coordination.
- 3.1.3.** Contractor's Project Manager shall submit progress reports to the Authority's Project Manager on the project status no less than once per week. Reports shall include a summary of activities undertaken, progress achieved compared to plan, percent of overall work completed, and any other information deemed important.
- 3.1.4.** In general, the Contractor's Project Manager has the leadership role in carrying out the scope of work and implementation to successful completion and go-live. The Authority's Project Manager is primarily a support role to ensure the Authority's requirements are met and project is completed successfully and on schedule. Authority and Contractor Project Managers will jointly coordinate day-to-day execution of the Project Schedule. Authority and Contractor Project Managers will collaboratively manage project scope, budgets, issues, risks, communications and Change Orders.

3.2. Authority's Responsibilities

- 3.2.1.** Authority shall provide oversight for the entire project, but Contractor must provide overall project management for all tasks required to implement the systems and business processes.

- 3.2.2.** Authority shall assign a project manager who will work closely with Contractor to facilitate the successful completion of the project and who shall be responsible for supervising the staff of the Authority and coordinating with ManCo staff. The Authority's Project Manager shall maintain project communications with Contractor's Project Manager.
- 3.2.3.** Authority will provide technical and business staff to support the Contractor in the implementation of the systems.
- 3.2.4.** Authority will provide remote access to data and existing systems to Contractor in a timely manner.
- 3.2.5.** Authority will sign-off change orders pursuant to the Change Order procedures as provided in Section 26 of the Agreement.
- 3.2.6.** Authority shall make available facilities for Contractor project staff while on-site, including: on-site office space for Contractor project staff, supplies, outside network connection, conference call and meeting/training facilities including any necessary logistics support for class schedules, meeting rooms, training rooms, material reproduction, training workstations, training supplies, and general administrative support when required.
- 3.2.7.** Authority shall make available required baseline data, and systems access to support the requirements specified by the Authority and the project timeline.
- 3.2.8.** Authority shall make all required business process decisions in a timely manner to support the expected and mutually agreed project plan.

4. Project Schedule

- 4.1.** Contractor shall maintain a detailed project schedule (Project Schedule) that includes business assessment, system design, configuration, and deployment. The schedule shall include all tasks and responsibilities of the project with specific tasks tied to a responsible party. The Project Schedule will be confirmed jointly by Authority and Contractor prior to starting the project, and will be refined periodically throughout the project. Both parties will work together to address any impacts and/or delays to the Project Schedule due to the COVID-19 pandemic.
- 4.2.** Any addition to the scope may increase the project timeline. Both the Contractor and Authority Project Managers will evaluate the impact to the project schedule if a change order is requested and approved through a formal change order as described in the Agreement.
- 4.3.** Contractor shall use a phased work plan for the project as further detailed in Section 6 through Section 8 of this Exhibit.

5. PROJECT ASSUMPTIONS

5.1. General Assumptions

- 5.1.1.** Authority shall be responsible for purchasing and/or subscribing to in-scope software, modules and integration packs, as identified in this Exhibit.
- 5.1.2.** At least one user account will be set-up temporarily for Contractor as an administrator. If Authority's security policy prevents contractor accounts from being shared by Contractor's consultants, multiple accounts will be required.

- 5.1.3.** Authority shall procure and/or provide access to any third party hardware and business application, database and operating system software as needed for the Services.
- 5.1.4.** Unless stated otherwise in the software-specific assumptions below, project implementation will follow Contractor's methodology.
- 5.1.5.** Services will be provided on-site, unless otherwise specified and approved by Authority.
- 5.1.6.** Authority shall not record or film Contractor's delivery of professional services, resources, or materials, unless otherwise approved in writing by Contractor.
- 5.1.7.** Authority will commit the necessary resources and management ("Client Resources") to support the Services. Client shall designate Client Resources that are highly capable of understanding the project and effectively performing assigned tasks on behalf of Authority.
- 5.1.8.** Authority will perform tasks that have not been assigned to Contractor under this Agreement.
- 5.1.9.** Authority agrees to enter all relevant data into the data templates provided by Contractor, and manually update the templates with any subsequent changes.
- 5.1.10.** Authority is responsible for the accuracy and timeliness of the information provided to Contractor; incorrect data provided that requires discussion or rework may require additional hours.
- 5.1.11.** Authority is responsible for attending meetings. Failure to attend or repeated cancellation of project meetings may result in project delay and may be subject to additional costs.
- 5.1.12.** Authority will provide approval of completion of project activities and deliverables by signing off on applicable project documents as completed activities occur.
- 5.1.13.** Authority shall not provide any data to Contractor that contains credit card information or HIPAA-protected information ("Sensitive Information"). Should any such information be discovered by Contractor during the project, Authority shall immediately remove it. In no event will Contractor bring sensitive information into its own systems.
- 5.1.14.** Authority shall be solely responsible for any decision it makes against Contractor's advice, including without limitation moving to "go-live" prematurely.
- 5.1.15.** Authority understands and accepts that any issues with the System beyond Armanino's reasonable control (such as software bugs that are not resolved with reasonable configuration efforts or workarounds) are not Contractor's responsibility and shall not relieve Authority of its contractual payment obligations. Contractor will work closely with the relevant software provider or other necessary third parties in an attempt to resolve these issues on Authority's behalf, at additional cost.
- 5.1.16.** Any functionality not in a software product as of the date of this Agreement is out of scope unless otherwise noted herein. Implementing additional future functionality once generally available in the product may require additional services and costs.

- 5.1.17. Contractor is not responsible for any third party cost, whether software or otherwise, or incidental or consequential costs or liabilities that Authority may incur in connection with the Services, including as may result from project delay due to any cause whatsoever, regardless of whether Contractor has been advised regarding such cost.
- 5.1.18. If Contractor is forced to work weekends or after normal business hours due to project delays caused by the Authority, Contractor may require a Change Order in advance and additional costs may be incurred
- 5.1.19. A professional, respectable work environment must be maintained by both Parties.

5.2. Business Process

- 5.2.1. Authority is responsible for coordinating and facilitating internal decision-making on Authority business processes.
- 5.2.2. Authority is responsible for providing accurate and complete documentation of its existing and "to-be" business processes as requested by Contractor for the Services. If Authority fails or omits to provide information requested by Contractor to conduct its assessment, additional Contractor time may be necessary to review processes and capture Authority's requirements. Such additional effort will be incremental to the fee estimate and require a change order.
- 5.2.3. Contractor is responsible for conducting necessary interviews and walkthroughs of all the business processes performed by the ManCo staff to understand the current business processes and structure as per the scope identified herein.

5.3. Change Management

- 5.3.1. Authority shall be responsible for internal change management execution.

5.4. Configuration & Data Transfer

- 5.4.1. Authority will provide timely access to Client Resources and Subject Matter Experts (SMEs) to validate the system configuration.
- 5.4.2. Authority is responsible for providing new master data records and/or opening balances in proper format in the templates provided by Contractor to import into the new instance of Dynamics GP. Authority will provide timely and accurate feedback regarding system functionality and populated data.

5.5. Assessment

- 5.5.1. Authority will provide resources and subject matter experts (SMEs) with knowledge of current "as-is" processes and documentation where available.
- 5.5.2. Contractor will provide sufficient resources to obtain a complete understanding of ManCo.'s current business processes, system configurations, and provide necessary recommendations to streamline the processes in accordance with the requirements defined in this Agreement.
- 5.5.3. Authority will schedule capacity to support project schedule.
- 5.5.4. Authority will provide access to current roadmap and any existing plans and requirements documents previously developed, if available.

- 5.5.5. Any recommendations will be implemented at a later date through subsequent engagements.
- 5.5.6. Authority will make financial leadership team available to provide software-specific assumptions.

5.6. Concur / Dynamics GP Integration

- 5.6.1. Authority acknowledges that any product issues requiring TIBCO Scribe Support (the middleware technology for the Integration Pack) and/or engineering assistance that cannot be resolved by Contractor may delay the agreed upon go live or project completion dates and is not a reason to withhold payment for services rendered.
- 5.6.2. If as part of the project any software product does not function as documented by the software provider or if conversion data (if applicable) does not upload as intended by the software provider in a way beyond Contractor's control, Contractor will work closely with the relevant software provider to resolve such issues on Authority's behalf. No such effort has been included in the current estimate and, if applicable, will be incremental to the estimate provided.
- 5.6.3. Authority will subscribe to Microsoft Dynamics GP Web Services as required under a separate agreement with selected Dynamics GP Hosting service provider.
- 5.6.4. Active Directory is required, the server must be joined to a domain.
- 5.6.5. Storage requirements minimal – approximately 1 gig additional disk space required for install, Client will provide necessary space for Armanino.
- 5.6.6. Web Services security database will be created in SQL – minimal disk space needed for this database is assumed available.
- 5.6.7. Authority will provide a test Microsoft Dynamics GP environment which is identical to the production environment.
- 5.6.8. It is assumed Authority's server meets the Microsoft system requirements for the current Dynamics GP version.

5.7. DYNAMICS GP

- 5.7.1. Chart of accounts will be the same for all companies.
- 5.7.2. Vendors and customers will be the same for those companies that use AP and AR.
- 5.7.3. Module setup and configuration documents will be the same for all companies.
- 5.7.4. During the Plan & Analyze phase, Authority will have the key people at the workshops to make these meetings efficient.
- 5.7.5. Data import estimate is based on one sample test load and one final data load. Additional data loads will be incremental to the estimate provided.
- 5.7.6. Minimum changes to standard Dynamics forms are assumed for the reports listed to be modified. Major changes will require additional effort.
- 5.7.7. Training course content will be defined during the Plan & Analyze phase per your needs. Objective will be to enable Authority's users to become proficient on the functionality for the project. If additional training is desired, Contractor

can adjust its estimate. Custom training manual prices are not included in current estimate.

- 5.7.8. Should Authority decide to change its current chart of accounts, customer IDs or vendor IDs (or other master data elements) as part of this project, there will be additional time required from Authority's team to create "maps" to provide the new data in Contractor's data templates. This will typically slow down the project and require additional effort on Authority's part. In the event that additional effort is necessary from the Contractor, a Change Order will be required.

6. ACCOUNTING ENABLEMENT ASSESSMENT AND ROADMAP SERVICES

6.1. Current State People, Process and Technology Assessment

- 6.1.1. Contractor shall examine current state processes and organization with an eye for transformation to:
 - 6.1.1.1. Improve and potentially automate transactions and reporting non-NFL financials to the Authority.
 - 6.1.1.2. Understand actual needs, and then identify ways to address efficiency, GAAP reporting, and improve capabilities.
 - 6.1.1.3. Allow personnel within the organization to focus on the right activity by creating dedicated roles and processes for non-NFL business transactions and reporting.
- 6.1.2. Contractor shall examine existing technology configuration and evaluate existing processes, modules and usage relevant to enabling future growth opportunities and better operational efficiencies.

6.2. Future State Recommendations (Roadmap)

- 6.2.1. Contractor shall identify and document recommended business process changes and range of options for near term and longer-term goals.
- 6.2.2. Contractor shall develop high-level future state people (staffing), process and technology roadmap in conjunction with leadership of the Santa Clara Stadium Authority and Stadium Manager.

7. CONCUR / DYNAMICS GP INTEGRATION

7.1. Integration Modules

7.1.1. Payables Invoices

- 7.1.1.1. Contractor shall integrate SAP Concur Invoices to the following location in Microsoft Dynamics GP:
 - 7.1.1.1.1. Payables Invoices and/or
 - 7.1.1.1.2. Journal Entries

7.1.2. Expense Reports

- 7.1.2.1. Contractor shall integrate SAP Concur Expense Reports to the following location in Microsoft Dynamics GP:
 - 7.1.2.1.1. AP Bills and/or

7.1.2.1.2. Journal Entries

7.2. Integration Configuration

- 7.2.1.** Contractor shall update up to four (4) list items in SAP Concur from Microsoft Dynamics GP. Contractor shall work with Authority to define the lists prior to integration. Contractor shall work with ManCo to obtain data in the system to determine viability.
- 7.2.2.** Contractor shall integrate up to two (2) Dynamics GP Databases.
- 7.2.3.** Contractor assumes that:
 - 7.2.3.1.** Multi-Currency is available.
 - 7.2.3.2.** Dynamics GP will be the master source of data unless otherwise noted.
 - 7.2.3.3.** The integration will follow the mapping in Appendix A-1.
 - 7.2.3.4.** Up to three (3) custom fields are included in this scope. Note that custom fields must be defined prior to integration mapping, and available in export from SAP Concur/available field within Dynamics GP.
 - 7.2.3.5.** SAP Concur extract will dictate availability of Dynamics GP fields to populate. Contractor cannot guarantee all requested fields will be available until a final SAP Concur extract file can be reviewed.
 - 7.2.3.6.** SAP Concur extract must be in standard accounting extract format. Export data will affect available integration points. Authority will work with SAP Concur to create extract file in SAP Concur's standard accounting extract.
 - 7.2.3.7.** SAP Concur extracts will be comma delimited and not in a compressed (zip) format.
 - 7.2.3.8.** Additional integration objects will affect overall project timeline and cost
 - 7.2.3.9.** Dynamics GP sandbox environment will be necessary for initial set-up of integration. Sandbox must match production exactly at all times during implementation.

7.3. Out of Scope items

- 7.3.1.** The following are out of scope items and will be at additional charge should the Authority require Contractor to perform the services:
 - 7.3.1.1.** Data extraction from Authority's legacy system(s), cleansing or enrichment, including formatting of extract file.
 - 7.3.1.2.** Custom Reports.
 - 7.3.1.3.** Development or delivery of any customized/Company-specific client or end-user training.
 - 7.3.1.4.** Any customization required if sandbox environment does not match production.

- 7.3.1.5. Any functionality not in the product as of the date of the execution of this Agreement, unless otherwise noted in this Exhibit. Implementing additional future functionality once generally available in the product may require additional services and costs.

8. DYNAMICS GP IMPLEMENTATION

8.1. Phase I - Plan & Analyze

8.1.1. Project Requirements Analysis

- 8.1.1.1. Contractor shall conduct discovery workshops to assess the current business and reporting processes, and provide recommendations for the setup and use of Dynamics GP related to these modules. If process flows and existing processes are not available and established, additional time may be required to perform process engineering and design.

- 8.1.1.1.1. General Ledger

- 8.1.1.1.2. Chart of Accounts Review

- 8.1.1.1.3. Accounts Payable

- 8.1.1.1.4. Bank Reconciliation

- 8.1.1.1.5. Accounts Receivable

- 8.1.1.1.6. Purchase Orders with Approval Workflow

- 8.1.1.1.7. Fixed Assets

- 8.1.1.1.8. Sales Order Processing

- 8.1.1.1.9. Mekorma MICR Check Printing

- 8.1.1.1.10. Encore Business Solutions Project Tracking with Budgets

- 8.1.1.1.11. Management Reporter

- 8.1.1.1.12. Standard Reports for Non-NFL Events

8.1.2. Deliverables

- 8.1.2.1. Updated Scope of Services and level of estimate if needed

- 8.1.2.2. Module/Report Specification Recommendations Based on Assessment

- 8.1.2.3. Training Plan

8.2. Phase II - Design & Configure

8.2.1. Software Initial Installation

- 8.2.1.1. Contractor shall configure and install system and application software in accordance with the Authority-approved business process map developed during Phase I. The software subscription period start date will be the date of the Dynamics GP implementation kick-off meeting. The Dynamics GP software and related 3rd party software Encore Project Tracking w/Advanced

Analytics, Encore Project Tracking Budgeting, and Mekorma MICR for Payables, will be provided by the designated Dynamics GP hosting service provider under a separate agreement between the Authority and the designated Dynamics GP hosting service provider.

- 8.2.1.2. Contractor shall create both test and production databases and provide Authority with secure access.

8.2.2. Solution Build

- 8.2.2.1. Contractor shall set up Dynamics GP for the following modules based on requirement assessments:
 - 8.2.2.1.1. General Ledger
 - 8.2.2.1.2. Chart of Accounts Review
 - 8.2.2.1.3. Accounts Payable
 - 8.2.2.1.4. Bank Reconciliation
 - 8.2.2.1.5. Accounts Receivable
 - 8.2.2.1.6. Purchase Orders with Approval Workflow
 - 8.2.2.1.7. Fixed Assets
 - 8.2.2.1.8. Sales Order Processing
 - 8.2.2.1.9. Mekorma MICR Check Printing
 - 8.2.2.1.10. Encore Business Solutions Project Tracking with Budgets
 - 8.2.2.1.11. Management Reporter
 - 8.2.2.1.12. Standard Reports for Non-NFL Events
- 8.2.2.2. Contractor shall migrate master file data for vendors and customers. Authority has made the decision to not migrate any General Ledger transaction or transaction summary data. Migration of any General Ledger monthly summaries may require a change order.
- 8.2.2.3. Contractor shall create reports and business forms (e.g., AP Checks) based on requirement assessments.

8.2.3. Deliverables

- 8.2.3.1. Solution Review Walkthrough Support
- 8.2.3.2. Default User Testing Plan provided to Authority for editing

8.3. Phase III – Test and Train

8.3.1. System Administrator Training

- 8.3.1.1. Contractor shall offer at least eight (8) hours of on-site and/or remote based training to system administrator(s) in the form of “train-the-trainer” to enable them to learn the software functions and subsequently provide future training for new users.

8.3.2. End User Training

- 8.3.2.1. Contractor shall deliver at least thirty-two (32) hours of on-site (or remote training using screen share and video as is appropriate given shelter in place orders) training to end-users for the following Dynamics GP modules:
 - 8.3.2.1.1. General Ledger
 - 8.3.2.1.2. Management Reporter
 - 8.3.2.1.3. Accounts Payable
 - 8.3.2.1.4. Bank Reconciliation
 - 8.3.2.1.5. Accounts Receivable
 - 8.3.2.1.6. Encore Business Solutions Project Tracking with Budgets
 - 8.3.2.1.7. Purchase Orders with Approval Workflow
 - 8.3.2.1.8. Fixed Assets
 - 8.3.2.1.9. Sales Order Processing
 - 8.3.2.1.10. Mekorma MICR Check Printing
 - 8.3.2.1.11. Standard Reports for Non-NFL Events

8.3.3. User Acceptance Testing

- 8.3.3.1. Contractor shall provide User Acceptance Testing (UAT) support. However, the Authority shall hold primary responsibility for:
 - 8.3.3.1.1. Creating UAT business cases/scripts and executing UAT scripts.
 - 8.3.3.1.2. Ensuring the necessary master data is available in the test environment to execute test cases.
 - 8.3.3.1.3. Ensuring all UAT testers have been properly trained on their UAT responsibilities and the software.
 - 8.3.3.1.4. Signing off on the completed UAT before the system can be moved to production.
- 8.3.3.2. Should Authority require Contractor to create UAT business cases/scripts and execute the UAT scripts, Contractor estimates 1-3 days onsite at additional cost.

8.3.4. Deliverables

- 8.3.4.1. Trained Stakeholders
- 8.3.4.2. Signed-off Client User Acceptance Test (UAT)

8.4. Phase IV - Deploy

8.4.1. Processes

- 8.4.1.1. Authority has made the decision to not migrate any general ledger transaction or transaction summary data.

- 8.4.1.2.** Contractor shall perform data migration at cutover for open Accounts Receivable, open Accounts Payable, and open Bank Transactions (up to 4 checkbooks).
- 8.4.1.3.** Contractor shall provide “Go Live” support to ensure that all aspects of the system are operating as expected.
- 8.4.1.4.** First Month-end Closing – Contractor will assist in performing the monthly close of the General Ledger, Accounts Receivable, and Accounts payable, reconciling sub-ledgers to the General ledger, and discussing financial accruals.

8.4.2. Deliverables

- 8.4.2.1.** Month-end Closing Checklist
- 8.4.2.2.** Financial Reporting Policies including high level policies such as, what levels of write-offs need approvals; however this engagement does not include standard operating procedures or desk procedures. Additional training and desktop procedures or internal controls documentation can be provided in a separate engagement as required.
- 8.4.2.3.** Non-NFL Events Financial Reports

9. ADDITIONAL SERVICES

Unless otherwise included in this Scope of Services, any additional services required shall be at additional cost. Additional services include but are not limited to:

- 9.1.** Customized Training Plan
- 9.2.** Creation of Desk Procedures
- 9.3.** UAT Planning & Administration
- 9.4.** Managed Services

APPENDIX A-1
STANDARD MAPPING ASSUMPTIONS FOR CONCUR / DYNAMICS GP
INTEGRATION

GP Payables Document Integration		
GP (Destination)	Type	Source
BatchKey_Id	String	"CONCUR"
Date	DateTime	
Description	String	
DocumentAmount_Value	Decimal	expensereport.TotalApprovedAmount
PurchasesAmount_Value	Decimal	expensereport.TotalApprovedAmount
VendorDocumentNumber	String	expensereport.ID
VendorKey_ID	String	
GP Payables Document Integration		
GP (Destination)	Type	Source
CreditAmount_Value	Decimal	"0"
DebitAmount_Value	Decimal	expensereport.expensereport_entries.JournalAmount
DistributionTypeKey_Id	String	6
DocType	Integer16	1
GLAccountKey_ID	String	
Key_PayablesDocumentKey_Id	String	PayablesInvoiceCreate.Key_Id
Key_SequenceNumber	Integer32	PayablesInvoiceCreate.Key_Id
VendorId	String	
GP Journal Entry Integration		
GP (Destination)	Type	Source
AddressKey_ID	String(15)	
Amount1099_Currency	String(3)	"USD"
Amount1099_DecimalDigits	Integer32	
Amount1099_Value	Decimal	Amount
ApplyWithholding	Integer16	
BackupFreightAmount	Decimal	
BackoutMiscAmount	Decimal	
BackoutPurchaseAmount	Decimal	
BatchKey_Id	String(15)	"Concur"

EXHIBIT B SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The maximum compensation the Authority will pay Contractor for all professional fees, costs and expenses provided under this Agreement shall not exceed **One Hundred Ninety-Eight Thousand Four Hundred Sixty Dollars (\$198,460)**, subject to annual appropriation of funds. Any additional professional fees, costs and expenses requested by Authority that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. FEES FOR PROFESSIONAL SERVICES

2.1. Accounting Enablement Assessment & Roadmap Services

Contractor fees for the Accounting Enablement Assessment & Roadmap Services as specified in Section 6 of Exhibit A will be a fixed fee of \$60,900. The fee will be invoiced by Contractor and payable as set forth in Table B-1:

Table B-1: Accounting Enablement Assessment & Roadmap Services Fees

Description	Total
Accounting Enablement Assessment & Roadmap Services	\$58,000
Administration & Technology Fee – 5%	\$2,900
Total Cost	\$60,900
Payment Terms	Total
100% Billed Upon Authority's Signature	\$60,900

2.2. Concur / Dynamics GP Integration

Contractor fees for the Concur / Dynamics GP Integration Services as specified in Section 7 of Exhibit A will be a fixed fee of \$8,400. The fee will be invoiced by Contractor and payable as set forth Table B-2:

Table B-2: Concur / Dynamics GP Integration Fees

Description	Total
Concur / Dynamics GP Integration Services	\$8,000
Administration & Technology Fee – 5%	\$400
Total Cost	\$8,400
Payment Terms	Total
100% Billed Upon Authority's Signature	\$8,400

2.3. Dynamics GP Implementation

- 2.3.1.** The Dynamics GP Implementation Services as specified in Section 8 of Exhibit A will be provided on a time-and-materials basis, based on the actual number of hours worked by Contractor. Table B-3 below represents Contractor's best estimate of fees and Table B-4 provides the hourly rates for

personnel actually engaged in the services. Authority understands and agrees that actual fees may differ. The estimate of fees does not account for presently unknown circumstances that create uncertainty, such as Authority's level of participation, complexity of business processes and requirements, changes in scope of work, changes in assumptions, or other conditions outside of Contractor's reasonable control. Contractor shall notify Authority if cost estimates will be exceeded, and any changes will be addressed through the Change Order process described in this Agreement.

Table B-3: Dynamics GP Implementation Estimate of Hours

Project Phase/Stage	Low	High
Project Management (status reports, issue log, etc.)	50	71
Phase 1 – Plan & Analyze	75	109
Phase 2 – Design & Configure	99	137
Phase 3 – Test & Train	47	68
Phase 4 – Deploy	26	37
Total Estimated Hours	297	422
Services Estimate (Rounded)	\$69,800	\$99,200
Administration & Technology Fee	\$3,490	\$4,960
Total Estimated Fees	\$73,290	\$104,160

Table B-4: Dynamics GP Implementation Rate Schedule

Classification	Hourly Rate
Consultant	\$225
Sr. Consultant	\$245
Manager / Sr. Manager	\$250-300
Director / Partner	\$350-450

- 2.3.2.** Contractor shall invoice Authority twice monthly based on the time and materials incurred during the previous half month.

2.4. ASSUMPTIONS

- 2.4.1.** Should Authority terminate the Agreement before completion of the Services, Contractor will be entitled to payment for hours actually worked at standard hourly rates as set forth in this Exhibit through effective date of termination.
- 2.4.2.** The fees include Contractor's standard administrative and technology fee equal to 5% of the consulting fees. This fee includes costs such as engagement and project management technology (e.g., hosted/cloud services, equipment, internet and engagement software), time for scheduling resources, billing report production and, where applicable, local travel time for local resources staffed on the Project. It is anticipated that there will be no other reimbursable expenses for this Project. In the event reimbursable expenses are going to be incurred, Authority will require pre-approval.
- 2.4.3.** Contractor shall perform Services during normal business hours (defined as 7a.m. to 7p.m. Monday through Friday, U.S. Pacific Time). If Authority requests that Contractor perform its work during non-business hours, and Contractor agrees to proceed with such work, Authority may be charged a premium in the amount of 25% of the standard hourly rate for the individual(s)

performing such work. Authority may be charged a premium in the amount of 100% (double the standard hourly rate) if work is required to be performed on official holidays. In no event will Contractor be paid premium pay for work completed during non-business hours due to Contractor's delay or fault.

3. ADDITIONAL SERVICES

In the event that additional products and/or services are required that are outside the scope of this agreement, then Authority and Contractor shall negotiate a price for such products and/or services. Authority has set aside the amount \$25,000 for the payment of additional products and services. The Parties shall execute a Change Order outlining the services and/or products requested in accordance with Section 26 of the Agreement.

4. GP-CONCUR INVOICES INTEGRATION PACK SUBSCRIPTION AGREEMENT

The annual fees for GP-Concur Invoices Integration Pack Subscription Agreement shall be as provided in Exhibit D. A separate Purchase Order (PO) will be issued for each year at the discretion of the Authority. This PO shall not be included in calculating the Maximum Compensation under this Agreement.

5. INVOICING

Authority will pay Contractor within thirty (30) days of Authority's receipt of an approved invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of Authority, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by Authority, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the Santa Clara Stadium Authority so that any other coverage held by Authority shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the Santa Clara Stadium Authority, its respective governing boards, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. The Authority understands and approves that Contractor's coverage contains a self-retention.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. Santa Clara Stadium Authority, its respective governing board, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for Authority, using Insurance Services Office (ISO) Endorsement CNA74879XX (1-15).
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including

any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to Authority at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to Authority at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and Authority agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by Authority, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to Authority for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge Authority or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with

reference to Authority. It is not the intent of Authority to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Authority for payment of premiums or other amounts with respect thereto.

3. Authority reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to Authority and as described in this Agreement. Contractor shall file with Authority all certificates and endorsements for the required insurance policies for Authority's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to Authority, or its representative as set forth below, at or prior to execution of this Agreement. Upon Authority's request, Contractor shall submit to Authority copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to Authority pursuant to this Agreement shall be e-mailed to:

EBIX Inc.
Santa Clara Stadium Authority
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by Authority or its insurance compliance representatives.

EXHIBIT D

GP-CONCUR INVOICES INTEGRATION PACK SUBSCRIPTION AGREEMENT

Term: Initial 1 Year, commencing upon Authority's signature

Product name	Description	Annual Fee
GP-Concur Invoice Integration Pack	The GP-Concur Invoices Integration Pack includes the migration of Invoices to AP Invoices within GP. The Integration Pack can run on-demand as well as in a scheduled capacity.	\$2,500
GP-Concur Expense Reports Integration Pack	The GP-Concur Expense Reports Integration Pack includes the migration of Expense Reports to AP Invoices within GP. The Integration Pack can run on-demand as well as in a scheduled capacity.	\$2,500
Support with Integration Packs	Integration Packs include year-round hosting, monitoring, first level support, and API level support for upgrades of underlying cloud solutions and error-handling.	Included
Annual Subscription Fee		\$5,000

The Integration Packs are subject to the Integration Pack Terms & Conditions ("Pack Terms") and the Concur Authorization and Terms of Use, both located at <https://www.armaninollc.com/terms/>

Upon signing this contract, Armanino Solutions, LLC ("Armanino Solutions") will generate an invoice for the first year subscription and support. 100% payment of our invoice is due to Armanino Solutions prior to delivery of the integration pack. The payments must be remitted to one of the following addresses:

Armanino Solutions, LLC

Routing # 121144696
Account # 1093525
CA Bank of Commerce
3595 Mt. Diablo Blvd., 2nd Floor
Lafayette, CA 94549

Overnight

Armanino Solutions, LLC
Attn: Accounts Receivable
12657 Alcosta Blvd., Suite 500
San Ramon, CA 94583

Lockbox/Mail:

Armanino Solutions, LLC
PO Box 399246
San Francisco, CA 94139-8285

All payments are non-refundable and software licenses and subscriptions and support agreements are non-cancellable mid-Term. A separate Purchase Order will be issued for each year at the discretion of the Authority.

All subscription licenses will automatically renew for additional subscription periods of one year at the then-current price and subject to the then-current version of the applicable terms unless either party gives the other party notice of non-renewal in accordance with the Pack Terms. Any increase to the fees may not exceed three percent (3%) over the previous year's fees. You will receive an invoice in advance of a Renewal Period, and Armanino Solutions reserves the right to immediately suspend access to the integration pack if the invoice is not paid in full before the Renewal Term begins.

[SIGNATURES NEXT PAGE]

Armanino Solutions, LLC

12657 Alcosta Blvd #500
San Ramon, CA 94583
United States

Santa Clara Stadium Authority

1500 Warburton Ave.
Santa Clara, CA 95050
United States

Authorized Executive Signature

Authorized Executive Signature

____Ryan Prindiville_____
Print Name

Print Name

____Officer_____
Print Title

Print Title

Date of Signature

Date of Signature

EXHIBIT E
CHANGE ORDER FORM

Pursuant to Section ___ of the Agreement between the Authority and _____, the Agreement is hereby amended as follows:

(The following language is hereby provided as an example of how to complete this form.)

1. Contractor shall provide the following additional services at the costs indicated below:

Total	

2. The following services, products or deliverables are hereby deleted and the associated costs in amounts set forth below are also deleted.

Total	

3. EXHIBIT ___ is hereby amended to read as set forth in the Revised EXHIBIT ___ which is attached hereto.

4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.

Maximum Contract Amount:	
Total Cost of Change:	
Total Credit of Change:	
Previous Amendments and/or Change Orders:	

ACCEPTANCE

Contractor hereby agrees to accept the amount set forth herein as payment in full of the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.

Armanino, LLP, Contractor

Date

Santa Clara Stadium Authority

Date