



**Framework Agreement
Between
The Santa Clara Stadium Authority
and
SaaSplaza Inc.**

Draft

Author	SaaSplaza Inc
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THE UNDERSIGNED

SaaSPlaza, Inc., a private corporation, incorporated under the laws of Delaware, USA, and with its principal place of business located at 5963 La Place Court, Suite 302, Carlsbad, CA 92008, United States of America. Hereinafter referred to as “SaaSPlaza”,

and

The Santa Clara Stadium Authority, registered and maintaining its office at 1500 Warburton Avenue, Santa Clara, CA 95050, USA, hereinafter called the “Customer”;

SaaSPlaza and Customer are hereinafter also individually referred to as “Party” or jointly as “Parties”

On this day of July 23, 2020, parties wish to lay down their agreement as follows:

TAKING INTO CONSIDERATION THAT

- a) SaaSPlaza is a “software as a Service” platform provider that offers Cloud Services that can be used by Customer;
- b) Parties will cooperate and strive for a successful implementation of the Cloud Services of SaaSPlaza for Customer as defined below;
- e) Parties wish to document their respective rights and obligations with regard to their cooperation as stipulated in this Framework Agreement.

PARTIES AGREE AS FOLLOWS

Section 1 Definitions

Capitalized words in this Agreement are defined and have a meaning as set forth below:

- 1.1. **Affiliate(s)** any group company of SaaSPlaza or Customer as applicable and all persons and entities directly or indirectly controlling, controlled by or under control of SaaSPlaza or Customer, whereby control may be by management authority, equity, interest or otherwise.
- 1.2. **Agreement**: the underlying Framework Agreement including any and all Exhibits or Attachments hereto.
- 1.3. **Exhibit**: annex or attachment to this Framework Agreement which is incorporated herein by reference and which forms an integral part of this Agreement.
- 1.4. **Cloud Service**: the specific software solution and configuration delivered by SaaSPlaza to the Customer making use of the Services.
- 1.5. **Intellectual Property Rights**: any and all intellectual property rights as granted in any jurisdiction such as copyrights, patent rights, trade name rights, trade mark rights, inventions, software, source codes, programming, symbols, names, images, designs, research and technical documents and materials, other intellectual and industrial property rights, utility



- model rights, and rights of action in relation to Confidential Information, and any rights of action in relation to trade names, trading styles and/or domain names;
- 1.6. **MySaaSPlaza:** the secured portal which is used to communicate between Parties with regard to all relevant information in this Agreement, enter support tickets, and repository of Customer information.
 - 1.7. **SaaS:** Software as a Service; the delivery of software over an IP Network.
 - 1.8. **SaaSPlaza Platform:** the configuration of hardware, software and network used by SaaSPlaza in order to deliver the Services to Customer.
 - 1.9. **SaaSPlaza Price Sheets:** the standard document in which all SaaSPlaza's Services and the prices thereof are described and that is accessible via the MySaaSPlaza portal.
 - 1.10. **Services:** all services delivered by or on behalf of SaaSPlaza, or by or on behalf of a third party software vendor directly to Customer in accordance with the Service Addendum and the SLA
 - 1.11. **Service Addendum (or Service Agreement):** the document containing specifications agreed to between Parties for the scope of delivery of the Services in order to enable the delivery of Cloud Services, including such Services to Customer that can be found on the MySaaSPlaza portal.
 - 1.12. **SLA:** the Service Level Agreement between Parties that is attached hereto as Exhibit 1, or any Service Level Agreement of a third party software vendor.
 - 1.13. **Software:** the applications offered by a software vendor and available on the SaaSPlaza Platform which can be part of the Cloud Services.
 - 1.14. **EULA:** a third party agreement regarding the use of Software or Service which directly applies between Customer and the concerning third party software vendor.
 - 1.15. Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, reference to natural persons shall include bodies corporate, references to "include" and "including" shall be construed as incorporating "but not limited to" or "without limitation", the use of any gender shall include all genders.

Section 2 Scope of this Agreement

- 2.1. The Services will be delivered in accordance with the Service Addendum and the SLA.
- 2.2. In the event any Cloud Services for Customer require Services other than the Services offered by SaaSPlaza, Parties will consult and agree on the delivery of such other Services. However, SaaSPlaza has no obligation to deliver such other Services without any written and agreed upon arrangement.
- 2.3. Each Party will appoint a person (and a substitute) to discuss the execution of the Agreement on an annual basis.
- 2.4. Customer acknowledges SaaSPlaza's right to refresh the terms and conditions of this Agreement, to safeguard the actuality of terms and conditions with SaaSPlaza's evolving Services portfolio. SaaSPlaza's updates shall not materially reduce the level of functionality, support, and any other standards described in this Agreement. Customer will be notified two (2) months in advance of such intended changes and may terminate this Agreement or any Service Addendum if the intended changes are not acceptable to the Customer.
- 2.5. Customer shall comply in all respects with procedures set forth by SaaSPlaza with respect to reporting, order processing and the like, provided such policies and procedures are reasonable and are notified by SaaSPlaza to Customer in writing and that Customer is given at least 1 (one) month's advance notice of any change to a policy or procedure. Customer



may terminate this Agreement or any Service Addendum if it reasonably considers that the proposed change to the policy or procedure will have a materially adverse effect on Customer.

- 2.6. Each Party is obliged to inform the other of any problems in the Services, the unauthorized use of Software or the Services or any dispute concerning the Services. If necessary, each Party will render all reasonable assistance necessary to solve the problems or to protect the position of the other Party.

Section 3 Rights and obligations of Customer

- 3.1. If Customer requires access rights to the SaaSPlaza environment, such as database administrator rights, operating system administration rights or any other rights enabling the Customer to influence the Software or the Services, the Customer will be fully responsible for any influence on the Software or Services. In any case, where the use of the preceding rights by Customer leads to disruption of the Service or Software of any sort, the SaaSPlaza SLA shall not be applicable, nor can Customer hold SaaSPlaza liable for any damage caused by actions of Customer. Any cost incurred by SaaSPlaza to repair the disruption in the Service or Software will be charged to Customer. Furthermore, Customer shall indemnify SaaSPlaza against any third party claims, including but not limited to, the licensors of the Software, as a result thereof.
- 3.2. The customer satisfaction of the Cloud Service is a joint responsibility of both Parties.
- 3.3. Customer is obliged to take care of the necessary Software licenses for the Cloud Services. Each Service Addendum has to be completed and identifying which Software licenses are chosen and which Party will supply these Software licenses.
- 3.4. Customer will at any and all times comply with the terms and conditions for the use of the Software, as issued by the manufacturer, whether Customer or SaaSPlaza is responsible for the licensing of the Software. Customer shall indemnify SaaSPlaza for third party claims as a result of a breach of the guarantee stipulated in this Section.

Section 4 SaaSPlaza Rights and Obligations

- 4.1. SaaSPlaza will deliver the Services to Customer on a non-exclusive basis. SaaSPlaza will perform the Services with best care and skill according to the Service Addendum and the SLA. SaaSPlaza does not warrant that the Services and Software will operate in an error free manner, but shall endeavor to consistently provide a quality in its Services in accordance with this Agreement and the SLA. Upon malfunctioning of the Software, SaaSPlaza will transfer to Customer its title to claim (if needed, available and possible) for the repair of the Software.
- 4.2. If SaaSPlaza is responsible for the licensing of any Software it shall comply with the relevant license terms of the manufacturer for the distribution of the Software in question, except in the event of a EULA, which will be explicitly specified in the relevant Service Addendum. This accordingly may apply to relevant Service Level Agreements of third party software vendors.
- 4.3. SaaSPlaza makes no other warranty or representation, either expressed or implied, with respect to the Services, including their quality, performance, merchantability or fitness for a particular purpose. SaaSPlaza's sole obligations with respect to the Services shall be to endeavor to deliver the Services with best care and skill.
- 4.4. SaaSPlaza will provide Customer, via the MySaaSPlaza portal, with standard usage information in sufficient detail and at sufficiently frequent intervals.



Section 5 MySaaSPlaza

- 1.1. Parties will use the MySaaSPlaza portal to inform each other about all relevant information regarding this Framework Agreement and the execution thereof.
- 5.1. Customer will have its own MySaaSPlaza portal to create and manage its Cloud Services portfolio and to register all abovementioned information. It is essential that Customer keeps the information relevant for the execution of the Services accurate and up to date. Without such updated accurate information on Customer's MySaaSPlaza site, SaaSPlaza cannot guarantee the proper execution of this Agreement, including the SLA.
- 5.2. SaaSPlaza is not liable for loss and/or other damages arising out of or connected with wrong or out of date information in the MySaaSPlaza portal which is relevant for the execution of the Agreement.

Section 6 Fees and payments

- 6.1. The available Software and the prices related to the Services thereof as provided by SaaSPlaza are documented in the SaaSPlaza Price sheets.
- 6.2. All amounts payable by Customer under the Agreement are exclusive of any tax (including but not limited to withholding taxes and GST/VAT), custom duties or other government levies that have been or shall be imposed of whatever nature and in any jurisdiction. Customer shall bear and pay all such taxes.
- 6.3. Unless otherwise agreed in writing, invoicing will start as soon as SaaSPlaza has delivered the Services, but in any event no later than two (2) weeks following the delivery of the Services by SaaSPlaza to the Customer. In case Customer has substantiated reason not to accept the delivery, Parties will agree on a new delivery date within a reasonable timeframe.
- 6.4. SaaSPlaza is entitled to adjust the prices for the Services once (1) per calendar year in accordance with reference to the percentage change in the United States CPI (Consumer Price Index as published by the US Bureau of Labor Statistics) over the most recent 12 months for which published data is available at that point in time. Such price adjustments will usually be announced in November and will be effective for the following calendar year beginning in January. SaaSPlaza will invoice Customer monthly thereafter based on the Service Addenda in effect at that time.
- 6.5. The payment term of any invoice is net thirty (30) days upon receipt of an approved invoice.
- 6.6. Software License prices registered by SaaSPlaza are charged according to vendor prices plus markup by SaaSPlaza. SaaSPlaza is entitled to adjust these prices at any moment when price adjustments are announced by the vendor. Customer may terminate the Agreement or any Service Addendum if the price increase is not acceptable to Customer.
- 6.7. Any dispute(s) on an invoice need to be delivered in writing to SaaSPlaza before the due date of the invoice including a reasonable rationale of the dispute and the amount the dispute reflects. When no such dispute is received within this timeframe, the invoices will be deemed undisputed.
- 6.8. If payment under this Agreement or any Service Addendum of any invoice is delayed more than 30 days, SaaSPlaza is entitled to downgrade the Services and support thereof as prescribed in the SLA. If payment under this Agreement or any Service Addendum for any invoice is delayed more than 60 days, SaaSPlaza shall no longer be bound by the SLA and SaaSPlaza has the right to suspend or terminate the delivery of the Service(s). The foregoing is notwithstanding any other rights SaaSPlaza shall have under the Agreement or under statutory law.



Section 7 Intellectual property and data protection

- 7.1. All copyrights and all other intellectual and/or industrial property rights in the Services and Software as provided by SaaSPlaza under this Agreement, in whatever form, will remain solely vested in SaaSPlaza or its licensors and will not be assigned to Customer.
- 7.2. SaaSPlaza shall not obtain ownership or intellectual property rights to Customer's data.
- 7.3. Customer will follow all reasonable instructions given by SaaSPlaza from time to time with regard to the use of all intellectual and/or industrial property rights as documented above and other indications of the property and rights of SaaSPlaza or its licensors and SaaSPlaza will do the same for Customer in respect of Customer, their licensors or any Customers' intellectual or industrial property rights.
- 7.4. Parties shall respect the applicable laws and regulations with respect to data protection and shall not obtain ownership or intellectual property rights to each other's data. With regard to the protection of personal data, Parties shall observe the provisions set forth in Exhibit 2 (Personal Data Protection).
- 7.5. Parties warrant that, to the best of their knowledge, the intellectual property rights as set forth herein, to which they or their licensors are the proprietary owner(s), do not infringe upon any third party's intellectual property rights.

Section 8 Confidentiality

- 8.1. During the period of this Agreement and 5 years after termination of this agreement, Parties shall retain in confidence, and shall not use any and all information, related to this Agreement and the Services.
- 8.2. Parties will take all necessary measures to safeguard this confidentiality.
- 8.3. The Parties will oblige their employees and/or third parties to observe this obligation of confidentiality.
- 8.4. The obligations under this Section will not apply to (any part of) information and/or data which is.
 - I. Already known to the other party
 - II. Publicly known
 - III. Received from a third party without restriction or
 - IV. Disclosed pursuant to legal requirement or order
- 8.5. Both Parties warrant to treat any and all data and the information specified therein as strictly confidential and to prevent to transfer to and access for third parties without the prior written approval of the other Party. This obligation applies for an indefinite period of time.

Section 9 Liability, Indemnification and Force Majeure

- 9.1. SaaSPlaza does not accept any statutory liability to pay damages unless and insofar as is described in this Section 9.
- 9.2. Any losses relating to any non-performance of SaaSPlaza under the SLA will be assumed to be fully and finally settled by means of the compensation as set forth in the SLA. In the event however, that the non-performance by SaaSPlaza in terms of unavailability exceeds 0.5% unavailability per month, and the maximum compensation of 40% of the monthly fee as set forth in the SLA, has been paid out, Customer may claim for its direct damages, as defined in this Section 9, and with the limitations and exclusions as set forth in this Section 9, provided



Customer can provide sufficient proof that its damages exceed the amount of the maximum compensation as paid out to Customer.

- 9.3. SaaSPlaza's total liability for attributable failure in the performance as stipulated in this Framework Agreement is limited to paying direct losses, provided such losses are sufficiently substantiated, up to a maximum of half of the amounts invoiced under the Agreement in the 12 months prior to the attributable failure (excluding taxes and license fees). Under no circumstances may reimbursement for direct losses exceed \$ 50,000 (fifty thousand dollars).
- 9.4. The term 'direct losses' is taken exclusively to mean the costs that Customer has reasonably had to incur in remedying or overcoming the failure on SaaSPlaza's part whereas SaaSPlaza's performance does meet the provisions of this Framework Agreement, and reasonable costs incurred in averting or mitigating such costs, and costs reasonably incurred in establishing the cause and extent of the failure.
- 9.5. SaaSPlaza does not accept any liability for indirect damages and losses, including internal hours spent by Customer, consequential losses, and loss of profits, loss of savings and losses due to loss of business.
- 9.6. Other than in the circumstances as stated in this Section 9, SaaSPlaza does accept any liability whatsoever for damages irrespective of the grounds on which an action for damages might be based. The maximum as stated in this Section will not apply, however, if and insofar as losses are the result of negligent intent or recklessness on the part of SaaSPlaza's management.
- 9.7. SaaSPlaza is only liable for attributable failure in performance of the provisions of the Agreement if: (i) Customer issues notice of failure to SaaSPlaza immediately upon learning of such failure, and (ii) Customer provides in writing, with as much detail as possible, the nature of the failure, and (iii) Customer has allowed for a reasonable period of time in which to remedy the failure, and (iv) SaaSPlaza continues to fail to perform its obligations even after that allowable period.
- 9.8. SaaSPlaza accepts no liabilities arising out of or relating to Services rendered by third party vendors directly under the EULA. Neither Party shall be liable for loss or damages incurred by the other Party as a result of the first Party's failure to perform its obligations under this Agreement due to Force Majeure.
- 9.9. Force Majeure will be understood to mean and include damages or delay caused by acts of God, unforeseen acts of regulation or decrees of any government (de facto or de jure), natural phenomena, such as earthquakes and floods, fire, riots, wars, warlike conditions, hostilities, sanctions, revolutions, looting, plagues or other epidemics, shipwrecks, strikes, freight embargoes, any Force Majeure of suppliers of SaaSPlaza or other causes, whether similar or dissimilar to those enumerated above, unforeseeable and prevent the total or partial carrying out of any obligation under this Agreement.
- 9.10. In the event of Force Majeure the Party being delayed or damaged thereby will inform the other Party as soon as possible but in any event within 7 (seven) days after the start of such Force Majeure specifying the nature of the Force Majeure as well as the estimated duration thereof. In the event the Force Majeure situation continues for more than 30 (thirty) days, then the Party who does not evoke Force Majeure, is entitled to terminate this Agreement and the relevant Service Addenda in place at that time, and SLA's by notice in writing and without either Party being entitled to any claim for damages. Otherwise both Parties' rights and obligations will be suspended and new time schedules and supply dates will be agreed upon between the Parties.



Section 10 Indemnity

- 10.1. Parties shall indemnify and hold each other harmless from and against any and all third party losses, claims, expenses (including reasonable attorney's fees), suits, damages, costs, demands, or liabilities arising out of or relating to:
 - I. the breach of any warranty made in this Agreement by one Party to the other Party;
 - II. breach of its obligations as set forth in Exhibit 2.
- 10.2. Customer shall indemnify and hold SaaSPlaza harmless from and against any and all third party losses, claims, expenses (including reasonable attorney's fees), suits, damages, costs, demands, or liabilities arising out of or relating to any EULA.

Section 11 Term and termination

- 11.1. The term of this Agreement shall commence as of the day and year set forth below and shall continue in force until terminated by a Party with 1 month's written notice or by either party as specified in clause 11.2.
- 11.2. Either party may terminate the Agreement extra-judicially should the other Party fail attributable to perform essential obligations under the Agreement and fails to remedy such failure within a reasonable time of being served notice of such default in writing, in accordance with Section 12 of this Agreement. Termination will not release Customer from any payment obligations in respect of the Services SaaSPlaza has already delivered unless SaaSPlaza is in agreement therewith.
- 11.3. Parties may terminate the Agreement with immediate effect without any more additional notice of default being required and without the terminating Party being liable for damages to the other on that account if that Party is granted a provisional or final moratorium, if application is made to have it declared insolvent, if any attachment is imposed on that Party's goods, in whole or in part, or if that Party's business is liquidated or terminated.
- 11.4. Termination of this Agreement is only possible after the term of all Service Addenda has been ended. Termination of any Service Addendum does not have effect upon this Agreement.
- 11.5. A Service Addendum shall, unless otherwise agreed in a specific Service Addendum:
 - I. Have a term of 1 calendar year in the event the total sum excluding taxes and licenses to be invoiced monthly under such Service Addendum will be less than \$ 2,500 (two thousand five hundred dollars).
 - II. Have a term of 2 calendar years in the event the total sum excluding taxes and licenses to be invoiced monthly under such Service Addendum will be \$ 2,500 (two thousand five hundred dollars) or greater.
 - III. Have a term of 3 calendar years in the event the total sum excluding taxes and licenses to be invoiced monthly under such Service Addendum will be \$ 5,000 (five thousand dollars) or greater.
 - IV. Terminate automatically in the event of a termination or expiration of the EULA, if and insofar the Service Addendum specifically refers to the applicability of a EULA.
 - V. The Service Addendum based on a EULA have at least a term equal to the contractual term of the EULA, but at least 12 months from the moment of the first contractual agreed payments.
- 11.6. Any and all Service Addenda will automatically be renewed for successive terms of 12 months, unless one of the Parties terminates the Service Addendum taking effect from the last day of the then current term, by giving at least 3 months' written notice prior to the end of the then current term.



- 11.7. In case a Service Addendum is terminated by Customer before the contractual end-date of the Service Addendum, the following termination fees are applicable:
- a) Termination during the first year pay 100% of the remaining term.
 - b) Termination during the 2nd year pay 75% of the remaining term.
 - c) Termination during the 3rd year pay 50% of the remaining term.
 - d) For termination of Service Addenda that refer to applicability of the EULA, the termination provisions of the EULA will be applicable

Section 12 Consequences of termination

12.1. Upon termination of this Agreement:

- a) Each Party will immediately cease any use of intellectual or industrial property rights, owned by the other Party or the other Party's licensors, of which it has been granted license hereunder;
- b) Each Party will immediately return to the other all originals and copies of all documentation, manuals, advertising material, confidential information and other materials supplied by the other to that Party.
- c) Each Party will immediately cease to present itself as a business relation of the other Party.
- d) All outstanding amounts or refunds will be immediately due and payable as of the date of termination of this Agreement; and any use by Customer of the Services, the Software and MySaaSPlaza shall immediately cease and SaaSPlaza is entitled to immediately make such Services, Software and MySaaSPlaza unavailable for Customer.
- e) SaaSPlaza will hand over all customer data on an agreed means of carrier as soon as all payment obligations of the Customer have been fulfilled;

12.2. Upon termination of this Agreement, the provisions that by their nature are intended to remain in full force and effect, such as but not limited to Section 7 (Intellectual Property and Data Protection), Section 8 (Confidentiality), Section 9 (Liability, Indemnification and Force Majeure) and this Section 12 (Consequences of Termination) will survive.

Section 13 Non performance

If any Party fails in the performance of one or more of its obligations under this Agreement, the other Party will give the Party breach notice of default, unless performance of the obligation(s) in question is permanently impossible in which case the Party in breach will immediately be in default. The notice of default will be given in writing, whereby the Party in breach will be given a reasonable period of time to perform its obligation(s).

Section 14 Assignment and sub-contracting

- 1.1. Parties are not entitled to transfer the rights and obligations arising from this Agreement to a third party without prior written approval of the other Party. This approval will not be refused without good reason. If a Party wishes to make use of Services of third parties for the execution of this Agreement, either by sub-contracting, or by temporary hiring of personnel, it will be entitled to do so, provided that if the sub-contractor has access to Customer's Personal Data as defined in Section 7 and Exhibit 2, the sub-contractor is appointed on a separate written agreement which is on terms that are substantially the same as those set out in Exhibit 2 of this Agreement.
- 1.2. Any Party may assign rights and obligations in the event of the Party's merger, acquisition or other similar corporate restructuring, including but not limited to a transfer of assets.



Section 15 Governing Law and Disputes

The laws of the State of California, USA, is applicable to this Agreement and any dispute arising thereof. The Parties will first use all efforts in order to resolve any disputes and unforeseeable provisions related to this Agreement. Any disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration in California, USA.

Section 16 Miscellaneous

- 17.1. The rights and obligations between Parties regarding the subject matter hereof are solely vested in this Agreement and the Exhibits that form an integral part of it. Any previous arrangements, in whatever form, are nonbinding.
- 17.2. Modifications to this Agreement can only be agreed upon by mutual consultation and in writing.
- 17.3. If any term or provision of this Agreement will be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, this Agreement will remain in full force and effect and such term or provision will be deemed to be deleted. Parties will agree on new provisions to replace the provisions deleted aiming to achieve the same intent.
- 17.4. The headings appearing above the Sections of this Agreement are inserted for convenience only and will not affect the interpretation or operation of this agreement.
- 17.5. The Parties will comply with all applicable laws and regulations in the performance of their obligations under this Agreement

Section 17 Export compliance

Customer and SaaSPlaza in performing their obligations and exercising their rights under this Agreement, shall comply with all applicable export control and economic sanctions laws, rules, regulations and programs of the United States of America, European Union, European Union member states and other governments and with respect to the import, export, re-export, shipment, transfer, use, operation, maintenance and repair of goods, software, services and/or technical data, or the direct product thereof (collectively, "Trade Control Laws").

Section 18 Anti-corruption and compliance with law

- 18.1. Customer is committed to conducting its business free from unlawful, unethical or fraudulent activity. Customers' suppliers are expected to act in a manner consistent with the ethical and professional standards as set forward by Microsoft, see <http://www.microsoft.com/en-us/Legal/Compliance/anticorruption/default.aspx>
- 18.2. Without limiting Article 17 above, SaaSPlaza represents and warrants that it is aware of, understands, has complied with, and shall continue to comply with, all applicable U.S., E.U., U.K. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act.
- 18.3. Each Party shall comply with all applicable supranational, national, state, provincial and local laws, rules and regulations of
 - I. The State of California,
 - II. The United States of America,
 - III. The European Union,
 - IV. any country or other jurisdiction specified in a Service Addendum, and any other country or other jurisdiction to the extent applicable to a Party's activities in connection with this Agreement. In no event shall either Party be obligated under this Agreement to take any



action that it believes, in good faith, would cause it to be in violation of any laws, rules or regulations applicable to it; provided however, if SaaSPlaza believes that its performance of any of the Services would result in such a violation, SaaSPlaza shall promptly notify Customer and the Parties shall promptly and using commercially reasonable efforts, determine how SaaSPlaza may perform the affected Services without violating any applicable law.

Section 19 Execution

IN WITNESS WHEREOF the Parties hereto have signed this Agreement in duplicate

THE SANTA CLARA STADIUM AUTHORITY

SAASPLAZA INC.

BY: _____

BY: _____

Name: _____

Name: _____

(Print Name)

(Print Name)

Title: _____

Title: _____

Date: _

Date: _



Exhibit 1 – Service Level Agreements

- The SaaSPlaza Service Level Agreement (if applicable)
- The Microsoft Online Services Service Level Agreement (if applicable)

Draft



Exhibit 2 – Personal Data Protection

Article 1 Additional definitions

1. **Annex:** an appendix to the Processing Agreement, which forms an integral part of the Processing Agreement;
2. **Controller:** the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by national or Community laws or regulations. The controller or the specific criteria for his nomination may be designated by national or Community law.
3. **Data Subject:** an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;
4. **Processing Agreement:** this agreement;
5. **Agreement:** the Framework Agreement on the basis of which Personal Data are/will be Processed;
6. **Personal Data:** any information relating to a Data Subject;
7. **Processing:** any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
8. **Processor:** a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.

Article 2 Controller and Processor of the Personal Data

- 2.1 The parties agree that Customer is the Controller and SaaSPlaza the Processor of any Customer's Personal Data Processed pursuant to this Agreement and the relevant Service Addendum.
- 2.2 The Processor agrees to, to the extent of this Processing Agreement, Process Personal Data on behalf of the Controller.
- 2.3 The Controller warrants that the instruction to Process Personal Data is given in accordance with all applicable laws and regulations. Furthermore, the Controller warrants that the Personal Data is obtained in accordance with all applicable laws and regulations. The Controller indemnifies the Processor against all claims of third parties and fines imposed by any authority in relation to a breach - of any kind - of this warranty.
- 2.4 The Controller is solely responsible and liable for the Processing of Personal Data in the context of the Agreement, as well as for Processing of Personal Data that are created due to further Processing of data.



Article 3 Technical and organizational protection measures

- 3.1 The Processor will deploy suitable technical and organizational measure to secure the Personal Data against loss and any form of unlawful Processing (the “**Measures**”). The Measures shall, taking into account the state of the art and the costs of deployment, warrant a suitable protection level, with due observance of the risks related to the Processing and the nature of the Personal Data to be secured. The Processor shall at least take Measures to secure Personal Data against erasure, loss of data, forgery, unauthorized distribution or access and any other type of unlawful Processing – whether unlawfully or by mistake.
- 3.2 The Measures taken by the Processor, as meant in the preceding paragraph, to protect the Personal Data are laid down in the SaaSPlaza Control Framework and annually audited according the ISAE 3402 and SSAE 16 standards. The Controller auditor has verified these Measures and has confirmed these to be suitable and adequate. In accordance with applicable laws and regulation, the Controller remains at all times responsible and liable for the deployment of suitable technical and organizational measures.

Article 4 Confidentiality

- 4.1 The Processor shall instruct its employees that are involved in the execution of the Agreement to keep strict confidentiality regarding the Personal Data.

Article 5 Data breach

- 5.1 If the Processor detects any (attempted) unlawful or otherwise unauthorized processing of the Personal Data of the Controller, it will i) notify the Controller thereof as soon as reasonably possible and ii) take all reasonable measures to prevent or limit (further) violation of the US Personal Data Protection Acts and/or other privacy laws or regulations.
- 5.2 The Processor will notify the Controller promptly of any breach of the Measures that leads to or may lead to the unlawful processing or loss of Personal Data (a “**Data Breach**”).
- 5.3 The notification described in the preceding paragraph will contain at least:
- A description (including nature, moment and extent) of the Data Breach;
 - The measures taken by the Processor to terminate the Data Breach or limit the consequences of the Data Breach; and
 - The expected time needed to resolve the consequences of the Data Breach.



Article 6 Third parties and subcontractors

- 6.1 The Processor is entitled to engage third parties and/or subcontractors in the course of execution of this Processing Agreement.
- 6.2 The Processor is solely responsible for the third parties and/or subcontractors it has engaged and will impose on these parties the same (confidentiality) obligations that apply to the Processor itself. Moreover, the Processor will oblige these third parties not to engage a third party and/or subcontractor in order to perform its agreement with the Processor without prior written consent of the Processor, always taking into account the obligations of this Processing Agreement.

Article 7 Compliance with foreign Personal Data protection laws

- 7.1 Parties agree to procure reasonable commercial endeavors to ensure compliance with all applicable Personal Data protection laws in the European and to update this Exhibit with any updated Personal Data protection laws as and when it may become reasonably aware of any updates.

Draft



SaaSPlaza Services Agreement

Between

SaaSPlaza, Inc.

a Delaware corporation with offices at 5963 La Place Court, Suite 302, Carlsbad, CA 92008

And

The Santa Clara Stadium Authority

a corporation, having its principal place of business at

1500 Warburton Avenue, Santa Clara, CA 95050

Effective Date: TBD

Term: 12-month

Service Category/ Reference Dynamics GP Cloud Services

This SaaSPlaza Service Order is part and parcel to the SaaSPlaza Hosting Agreement and consists of this signature page plus the additional pages (worksheets) for Customer, Solution, all Pricing tabs.

All Setup and Change Fees are due and payable upon execution of this Service Order. A confirmation of payment in the form of a Wire Transfer Confirmation or scanned copy of check will be deemed acceptable. Please note that access to the provisioned SaaSPlaza services may be withheld until such payment has been received, or confirmation thereof been provided. SaaSPlaza Bank information will be provided under separate communication if requested.

Subsequent addition or removal of Services including users, provisioning for other Services, infrastructure components, or change and consultancy requests bound to the Service Order will be reflected in the monthly usage report (described in Pricing) but does not require a signature from the Customer.

Intending to be legally bound, each of the undersigned parties has caused its duly authorized representative to execute this Agreement as of the Effective Date.

SaaSPlaza, Inc.

By: _____

Printed: Olivier Meynier

Title: Global Director of Strategic Initiatives

Date: _____

The Santa Clara Stadium Authority

By: _____

Printed: Grace Dougherty

Title: Contracts Manager

Date: _____



Customer Information

Contact Information

Customer		Dynamics Partner	
Company name	The Santa Clara Stadium Authority	Company name	Armanino, LLC
Address	1500 Warburton Avenue	Address	12657 Alcosta Blvd. Suite 500
City	Santa Clara	City	San Ramon
State	CA	State	CA
Zip code	95050	Zip code	94583
Country	USA	Country	USA
Contact person	Grace Dougherty	Contact person	Chris Sublette
Title	Contracts Manager	Title	Senior Sales Executive, Technology Consulting
Phone number	(408) 615-2039	Phone number	916-741-8616
Email address	gdougherty@santaclaraca.gov	Email address	chris.sublette@armaninollp.com

Authorized Persons (Support Center)

Authorized Person 1		Authorized Person 2	
Name		Name	
Phone number		Phone number	
Email address		Email address	
Function		Function	

Billing Contact

Customer	
Name	
Department	
Address	
City	
State	
Zip code	
Country	
Phone number	
Email address	

Draft

The Santa Clara Stadium Authority

Initials: _____



This proposal is for The Santa Clara Stadium Authority.

Pricing Summary

Dynamics Cloud Services

Customer Pricing	USD
One-time Setup Fee	4,438
Monthly Recurring Service Fees	3,221
- Dynamics Cloud Services	2,115
- Licenses	1,106

Customer Pricing - Minimum Fees	USD
Setup Fee ⁽³⁾	4,438
Monthly Recurring Service Fees ⁽⁴⁾	3,221

Conditions applicable to this proposal

1. Invoices are in US Dollars, excluding taxes, if applicable.
2. Terms and conditions are documented in the SaaSPlaza Partner Agreement and Service Level Agreement (SLA).
3. All one-time Setup Fees are due upon execution of agreement.
4. Minimum Monthly Service Fees are due the month of the initial delivery of the service, not based on the number of users.
5. Initial Term is for 12-month and automatically renews for 12-month periods unless termination notice of 90 days is provided prior to expiration of initial Term.
6. Cancellation prior to expiration of initial Term will result in a cancellation fee equal to 85% of the value of the remaining Term being assessed and invoiced.
7. For ISV add-on solutions installed on Non-Production environment, one-time and/or monthly recurring service fees may apply.
8. Customer is responsible for installing and configuring all ISV add-on solutions with standby support provided by SaaSPlaza.
9. All ISV licenses to be provided by Customer.



Dynamics Cloud Services Dynamics GP

General Information

Customer
Service Category/ Reference
Price Plan Valid Thru...
Dynamics Product
Term

Currency of Customer Price
Subscription (S) or Perpetual (P)

The Santa Clara Stadium Authority
Dynamics GP Cloud Services

Dec-20
Dynamics GP
12-month

USD
S

Customer Pricing

One-time Setup Fees

Dynamics GP 2018 - Production Environment - Dedicated Cloud Azure

- Setup GP Production Environment
- GP Instance, SQL Instance, SSRS Instance
 - Management Reporter, Excel reports, GP Windows Client, Fabrikam, Modified Forms/Reports
 - Integration Manager DB ; GP User Security Migration,
 - Go Live Refresh, Up to 5 GP companies

ISV - Functional

Provide Standby Support during Partner Installation and Configuration (including connectivity):

- Encore Project Tracking with Advanced Analytics
- Encore Project Tracking Budgeting

	Unit	Qty	Unit price USD	Customer Discount	Customer Net Price per unit	Total USD
per Prod Env.		1	2,500		2,500	2,500
T&M		1	219		219	219
T&M		1	219		219	219

Concur AP automation	T&M	1	219	219	219
Mekorma MICR	T&M	1	219	219	219
ISV Infrastructure					
ISV Web Server setup (Concur AP automation)	Per Cloud Server	1	625	625	625
Project Management					
Go-Live Support - hours estimated	T&M	1	219	219	219
Project Management - hours estimated	T&M	1	219	219	219
Total Setup Fee, one time					4,438

Monthly Recurring SaaSPlaza Service Fees

	Unit	Qty	Unit price USD	Customer Discount	Customer Net Price per unit	Total USD
SaaSPlaza Service Fee - Includes 5 Users, 128 GB Data Base						
Production Environment - Dedicated Cloud on Azure						
Customer Single-Tenant Base Service Fee Includes:						
- GP Client Access (RDS)						
- 128 GB database storage						
- 24/7 Monitoring						
- CloudCARE Operations & Support						
- includes 5 users						
Additional User Fee (up to 10)	per GP Environment	1	937.50		937.50	937.50
Additional User Fee (up to 25)	per Named User	0	125.00		125.00	-
Additional User Fee (up to 50)	per Named User	7	100.00	30%	70.00	490.00
Additional User Fee (up to 50)	per Named User	0	75.00		75.00	-
Additional IaaS						
ISV Application Server						
Virtual Machine (Windows Standard, 2 CPU, 8 GB RAM, 128 Premium SSD)	Per VM	1	187.50		187.50	187.50
CloudCARE Operation & Support	Per VM	1	93.75		93.75	93.75
VPN Gateway (Basic)	Per VPNGTW	1	93.75		93.75	93.75
Additional Services						
None		0	-		-	-
Additional Storage (may be used across all environments)						
Additional Premium Storage	Per GB	0	1.25		1.25	-
Dynamics GP Support Plan						
Pre-paid support hours for service/change requests, 2 hours included	per Month	1	313		312.50	312.50
Price per extra support hour	per Hour	0	219		218.75	-
Total Monthly Service Fee, recurring						2,115

Monthly Recurring License Fees

	Unit	Qty	Unit price USD	Customer Discount	Customer Net Price per unit	Total USD
Microsoft Dynamics GP Subscription License						
GP Standard/Full User License	per Named User	6	43.75		43.75	263
GP Extended Additive Full User License	per Named User	0	12.50		12.50	-
GP Limited User License	per Named User	6	6.25		6.25	38

GP Customization Pack	Per Environment	1	62.50	62.50	66
GP Extended HR and Payroll	Per Environment	0	218.75	218.75	-
Microsoft / Office 365 Subscriptions Fees					
Microsoft 365 Apps for Business	Per Named User	16	8.25	8.25	132
Microsoft 365 Business Standard	Per Named User	0	12.50	12.50	-
Microsoft 365 Business Premium	Per Named User	0	20.00	20.00	-
Microsoft 365 E3	Per Named User	0	32.00	32.00	-
Microsoft 365 E5	Per Named User	0	57.00	57.00	-
Office 365 ProPlus	Per Named User	0	12.00	12.00	-
Office 365 E3	Per Named User	0	20.00	20.00	-
Office 365 E5	Per Named User	0	35.00	35.00	-
Additional ISV - Production					
Mekorma - MICR	Per User	6	37.50	37.50	225
Encore - Project Tracking w/ Advanced Analytics	Per Environment	1	322.21	322.21	322
Encore - Project Tracking Budgeting	Per Environment	1	64.59	64.59	65
License Administration Fee					
License Administration (10%)	Per Customer	0	125.00	100%	-

Total Monthly License Fee, recurring

Summary

Total Setup Fee, one time

Total Monthly Fee, recurring

Totals in:
USD
4,438
3,221



Dynamics Cloud Services

Dynamics GP

General Information

Customer	The Santa Clara Stadium Authority
Partner	SaaSPlaza
Project Reference	Dynamics GP
Requested delivery date by Partner	9/1/2020
Planned delivery date by SaaSPlaza	9/1/2020

Production Environment

Dynamics GP Cloud Services

Cloud Type	Azure
Location	West US
Service Level	Supported
Version	GP 2018
Cumulative update	
GP Licenses responsibility	By SaaSPlaza
GP Licenses Type	Subscription
Primary client location	USA
Additional client location(s)	None
Primary language	English
Additional language(s)	None

Usage

Target number of concurrent users	
Target number of named users	16

Authentication

Active Directory	SaaSPlaza
------------------	-----------

RDS

RDS Farm	NA
Remote Access	RDWeb
- URL	https://sm1rdweb.saasplaza.com/RDWeb
Advanced Printing (Tricerat)	No

Database

SQL Deployment	SQL DB
SQL Server Version	SQL Server 2016
Collation	Latin1_General_CI_AS
SQL storage included (GB)	25
Additional SQL storage (GB)	0
Database import	n/a

Office

Microsoft Office SPLA	No
- License Responsibility	
Microsoft Office 365	Yes
- Subscription	Microsoft 365 Apps for Business
- Subscription Responsibility	By SaaSPlaza
Additional requirements	None

Additional requirements

Includes the following 3rd Part ISV subscriptions:
Encore Project Tracking with Advanced Analytics
Encore Project Tracking Budgeting
Concur AP automation
Mekorma MICR



Service Level Agreement

For SaaSPlaza Services

Draft

Author	SaaSPlaza
Date	October 2016
Version	8.4 for Customers
Classification	Public Information



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Introduction

SaaSPlaza aims to provide world class Cloud Services to its Customer. This Service Level Agreement (SLA) describes the responsibilities and the service level guarantees of SaaSPlaza in the delivery of the Services. The service levels and guarantees in this document are in effect upon acceptance by Customer of SaaSPlaza's Service delivery. This SLA is only applicable if the Framework Agreement between Customer and SaaSPlaza is in place at the time of ordering the Services.

For all non- Microsoft Dynamics Services the included Addendum on this SLA is applicable.

Documentation

This SLA stands within the context of the SaaSPlaza Framework Agreement that the Customer has executed with SaaSPlaza. Additional specific provisions with regards to this SLA may be included in the Service Addenda defining the specific delivery of the Services to Customer. Without a signed Framework Agreement this SLA is void.

Third Party Cloud Services

In the event SaaSPlaza is delivering Cloud Services from a third party under the applicability of an EULA, this SLA is not applicable.

Validity

This SLA inherently applies to all Services provided by SaaSPlaza and specified in the Service Addendum. This version of the SLA (see cover sheet for version number) replaces all previous versions of the SLA relating to the delivery of SaaSPlaza's Services.

Versioning

SaaSPlaza reserves the right to issue and publish a new version of this SLA on an annual basis and will become effective 1 month after publication.



Definitions

All capitalized words not defined in the SaaSPlaza Framework Agreement have the following meaning:

Term	Definition
Authorized Users	Designated employees of Customer with privileges to report Incidents or log Changes for Services.
Availability	Means the total time in the Month during which the Service is available. Note that any Excluded Downtime does not affect availability calculations.
Change (Request)	Change of a Service or Service configuration.
Cloud Service	The specific set of software solutions and configurations delivered to the Customer
Customer	The end-user organization, having a contractual relationship with SaaSPlaza that makes use of the Services for its business. Also included in this definition are parties who are working on behalf of the Customer to perform tasks and/or activities on the Platform.
Services	All services delivered by SaaSPlaza to a Customer in accordance with the Service Addendum and this SLA.
Disaster	Disruptions in terms of Availability and/or security of such a scale that the customary preventive measures are insufficient to restore the Availability of Services within the service levels.
Downtime	The duration, rounded in minutes, during which the Service is Unavailable.
Emergency Maintenance	Immediate maintenance which is required to recover or maintain Availability and/or security policies; and if directed or instructed by suppliers.
Excluded Downtime	Total minutes in the Month attributed to: (i) a scheduled downtime for which a Maintenance Window exists; or (ii) any other scheduled downtime for which SaaSPlaza has notified the applicable parties within a reasonable time prior to such scheduled downtime; or (iii) unavailability caused by factors outside of SaaSPlaza's control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Incident Report	The reporting of an event that is not part of the standard operation of a Service and that causes, or may cause, an interruption to, or a reduction in, the quality of that Service
Maintenance Window	The period during which SaaSPlaza can perform announced maintenance that could result in reduced performance, Unavailability, or scheduled downtime .
MMA	Maximum Monthly period of Availability is equal to the number of hours per month, minus the time needed for planned maintenance.

Partner	A third party software vendor or value add reseller which may deliver services under the applicability of an EULA.
Penetration Test	Test of a Service with the purpose of showing that the Service is adequately protected, with the stipulation that exclusively authorized users can, by standard means, gain access to the application and/or data.
Planning	Indication of lead time, effort and/or delivery.
SaaSPlaza Platform	The set of technical installations consisting of hardware and software for the delivery of Services in general.
Non-production	Any Service put into operation without the intention to be a Production environment (often referred to as acceptance, test, development, pre-prod or demo)
Production	Services actually put into operation for their intended use by their intended users. The Services are relied on for organization or commercial daily operations.
Primary Region	Is the SaaSPlaza designated geographic region having a Service Center.
Private Cloud	Private cloud is a cloud infrastructure running Services or Service Components operated for a single Customer which are running in an isolated logical part of the network. There may be certain shared components in a Private cloud.
Public Cloud	Public cloud is a cloud infrastructure running Services or Service Components which are provided on an as-needed basis and are made available to Customer by sharing compute, storage and network resources.
Response Time	Response Time is the time measured between a Report by Customer on an Incident and the moment that SaaSPlaza notifies the Parties of the start of the Incident management process.
Service Center	Is a SaaSPlaza department staffed with personnel to provide the Parties support with the SaaSPlaza Services.
Service Deployment Phase	The phase were activities are performed to setup and deploy services and service components. The phase is preceding the phase were the services are delivered on a recurring basis.
Service Fee	A recurring fee for acquiring Services from SaaSPlaza, typically charged either per (named) user per month or per capacity.
Service Request	A request for information or advice or any other request related to a Service or Service component which does not require any change or reconfiguration of any component of the Services provided .
Stress Test	Test that determines the load under which a Service no longer functions and demonstrates the recovery of the Service after overload.
Unavailability	A Service is considered as unavailable upon detection by the SaaSPlaza automated monitoring system; or if all attempts to connect to the Service are unsuccessful as a result of a Priority 1 Incident Report.
Urgent Changes	Are Changes that require prompt execution upon Customer request. The timing of the execution of an Urgent Changes is determined in consultation with a SaaSPlaza Service Center. Urgent Changes are billable



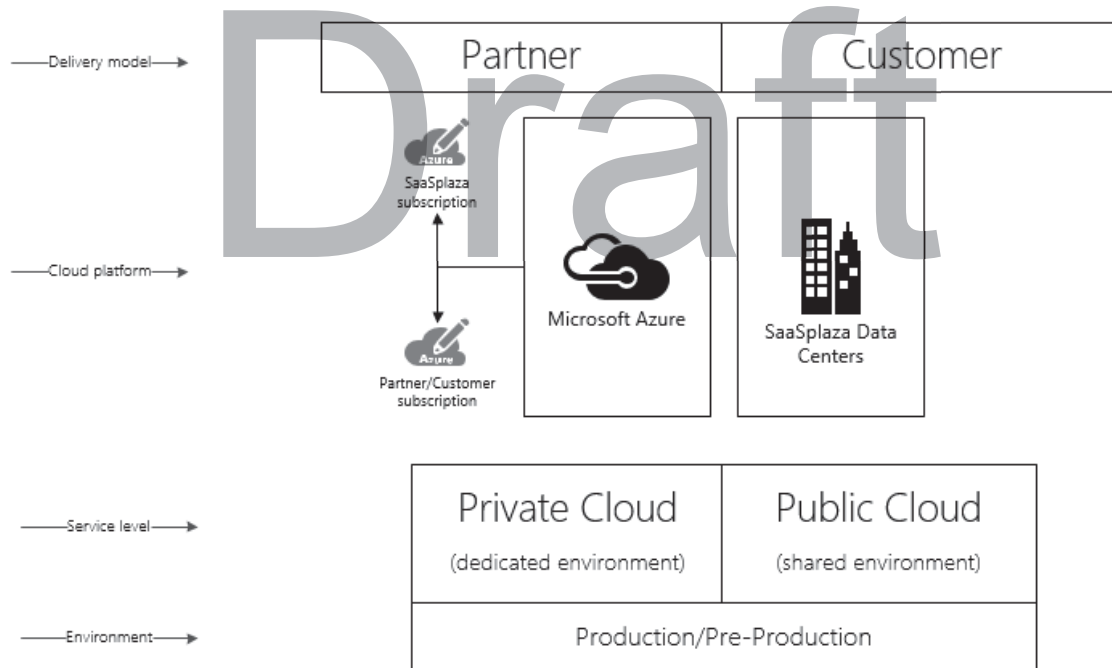
What We Deliver

Services

SaaSPlaza runs the full suite of Microsoft Dynamics applications offered in a SaaS (Software as a Service) model. The Services can either be deployed in a Public or Private Cloud which are running on SaaSPlaza managed cloud infrastructure, on Microsoft Azure, through a third party or a combination thereof. The technical installation and configuration for aforementioned services are executed according to the SaaSPlaza best practices, aiming for high levels of Availability and performance. SaaSPlaza and its Partners benefit from high level support from Microsoft since SaaSPlaza's Platform is built on the Microsoft stack across the infrastructure stack. The commercial availability of SaaSPlaza managed cloud infrastructure may vary per region.

SaaSPlaza's Services are typically charged (the SaaSPlaza Service Fee) either per named user/per month or per capacity. The SaaSPlaza Service Fee covers a range of services and support features, all of which are designed to add lasting value to the overall Services offering.

The diagram depicts the various deployment models offered by SaaSPlaza:



Performance

For Services managed by SaaSPlaza SaaSPlaza takes the primary responsibility for the design of the Services, including the installation of the Microsoft Dynamics applications. As such, SaaSPlaza takes the necessary steps to ensure the overall proper performance of its Service.

In the event that functional configurations, vertical solutions, 3rd party add-on solutions, or customizations to the Microsoft Dynamics application impact the performance of the base Microsoft Dynamics application, upscaling of the SaaSPlaza platform may be required to mitigate potential



performance degradation. In such cases, additional infrastructure and/or Service fees may be applicable.

Security

SaaSPlaza uses policies and procedures to prevent unauthorized physical and logical access to the Services in order to protect Customer data in the best possible way.

SaaSPlaza is committed to:

- Using a management control framework for ensuring Availability, information security and continuity.
- Base its security management controls, where applicable, on the ISO27001 standards as applicable.
- Having a dual standard audit (ISAE-3402, SSAE-16), performed annually by an accredited external party, that validates the design of the control framework as well as its existence and effectiveness.

Backup

For Services delivered from the SaaSPlaza Cloud infrastructure, daily backups are performed as part of our standard service offering for data stored on local or network attached storage and all Microsoft SQL databases in simple mode. Excluded from these backups are swap/page, temporary, recycle, and system files. The backups follow a retention policy where the first 7 days are retained as well as the weekly restore points for the last 4 weeks.

For Services delivered from Microsoft Azure, daily backups are performed by default for all Microsoft SQL databases in simple mode. These backups follow a retention policy where the first 7 days are retained as well as the weekly restore points for the last 4 weeks.

SaaSPlaza verifies the integrity of backups by means of random checks whereby disks and/or files are restored from a backup.

Backups of specific (custom) software, add-ons, etc. which require additional backup software, -logic or -procedures are explicitly excluded and the responsibility of the Customer. SaaSPlaza can assist Customer to meet additional backup requirements.

Data Restore

Data can be restored from backups through a Change Request. The Customer can request the restore of data or databases for a specified date within the defined backup retention policy as described above. Restore time may vary depending on the size of the backup.

Upon termination of Services, SaaSPlaza provides the Customer with the most recent data backup upon request. The method of making this backup available is determined upon consultation with the Parties.



Monitoring

SaaSPlaza monitors all Services, including Platform Services, Operating System and Dynamics applications. Alerts from the monitoring system are followed up for Production environments on a 24x7x365 basis.

Parties can perform maintenance on Services or service components deployed in Private Clouds. Disabling of monitoring must be requested during such activities. Service disruptions during these periods will not be considered as Downtime if SaaSPlaza does not receive a request to disable the monitoring of Services. Furthermore, SaaSPlaza will restore the Service and charge the applicable party for any and all costs associated with the restoration on a time material basis.

Patch Management

Critical and security updates provided by Microsoft are automatically applied on a monthly basis for all operating systems and components including SQL in accordance with the regular maintenance schedule as defined below. All times are Central European Time (CET).

Environment	Start	End
Production	Saturday 22:00	Sunday 06:00
Non-production	Workdays 18:00	Workdays 23:59

Application updates

Application updates on Services deployed in Public Clouds are applied by SaaSPlaza within pre-defined regular or extended maintenance windows and follow the standard change management process in place.

Application updates on Services deployed in Private Clouds must be requested by the Parties through a Change Request and are applied by SaaSPlaza. For Services deployed in Private Clouds, the presence of Pre-Production environments (to ensure updates are tested prior to implementation on Production environments) is the responsibility of the Customer. These changes are charged on a time and material basis.

Release management

SaaSPlaza follows Microsoft's application lifecycle to ensure delivered Services are and remain fully supported by Microsoft. Periodic next version upgrade analysis are facilitated on Dynamics applications and communicated to Customer when applicable.

The Customer is responsible for requesting and initiating an upgrade to a new version or a new release of the Dynamics application deployed in Private Clouds. Moreover, the Customer is responsible for the migration services required during the upgrade. SaaSPlaza support during the migration services must be requested via the Change Request process if needed.

This SLA and all of the provisions herein are not applicable to applications and/or versions that have been declared end-of-life by the software vendor. Furthermore, SaaSPlaza has the right to isolate the Services containing end-of-life applications in order to mitigate security and/or Availability issues. All costs incurred by SaaSPlaza associated with the isolation of these Services will be charged accordingly.



Any support provided in connection with end-of-life applications will be charged to the appropriate party that requests such support.

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How We Work

Service Deployment Phase

The Service Deployment Process follows best practices based on ITIL and PRINCE. SaaSPlaza will designate a Project Manager or Delivery Manager to be the single point of contact during the delivery of the SaaSPlaza Services per an executed Service Addendum. Within 5 business days of receiving a signed Service Addendum, SaaSPlaza provides expected delivery dates for the Services as described therein.

For more complex projects (10 or more days of lead-time or at SaaSPlaza's discretion), a project plan with milestones will be delivered that describes all of the critical steps in the deployment process. At a minimum, regular updates will be provided on a weekly basis during this stage. Upon completion of the Service deployment, the Parties will be notified by the project manager and are required to sign-off on acceptance during a Project Delivery Session (PDS) to be attended by the representatives of all stakeholders. At the conclusion of the PDS, SaaSPlaza will request to be rated to allow for learning and continuous improvement. A hand-over to the SaaSPlaza Service Center is completed upon sign-off.

Service Management Phase

The Service Management Phase follows the deployment phase and encompasses the ongoing delivery, management and support of SaaSPlaza services. In the next sections, the various components and service levels related to the delivery phase are described.

Support

The Customer can contact the SaaSPlaza Service Center to log Incident Reports and Change Requests via the MySaaSPlaza (my.saasplaza.com) portal. For Priority 1 Incidents (detailed below) Customers must call the SaaSPlaza Service Center

Service Center Hours of Operation

The Service Center hours of operation are as listed in the table below. The Service Center is closed on official public holidays for each country in which a Service Center operates, respectively (the Netherlands, Singapore and U.S.A.).

Region	Country	Opening	Phone
EMEA	Netherlands	Monday to Friday 08:00 – 18:00 CET(*)	+31 20 547 8400
AMER	U.S.A.	Monday to Friday 08:00 – 18:00 PT(*)	+1 858 385 8900
APAC	Singapore	Monday to Friday 09:00 – 18:00 SGT(*)	+65 6222 6591

*Calls for Priority 1 Incidents are forwarded to the 24/7 Support number during out of office hours.

Incidents

To assist in tracking and resolving issues related to Services, Customers can report Incidents to SaaSPlaza. Within our SLA SaaSPlaza performs proactive monitoring. This aims to report the majority of issues proactively to Customer so that effects of the issue are minimized, and information flow to Customers is optimal.



Incident levels are defined below according to severity:

- Priority 1 - Critical service Incidents that can render the Dynamics Software unusable, through availability, error conditions or performance, to all users of the Software.
 - Critical service Incidents cause severe system outages or block important functions of the system. These Incidents directly affect all Services provided to the network, network elements or all of its applications are affected immediately. Support for a Priority 1 Incident will be available 24 hours a day, 7 days a week.
- Priority 2 - Serious service Incident that can limit the Dynamics Software usability, through availability, error conditions or performance, to certain users of the Software.
 - Serious service incidents having a serious impact on system functions, features of the network or network elements. Serious service incidents can also affect a number of end users or restricts the Parties' ability to operate their service. Support for a Priority 2 Incident will be available during the Service Center hours of operation.
- Priority 3 - Medium service Incidents
 - Medium service Incidents having a medium impact on system functions or features of the network or network elements; or cause additional work to operate and to maintain the network or network elements; and/or service to a limited number of the Parties' users are affected in general. Support for a Priority 3 Incident will be available during the Service Center Hours of Operation.
- Priority 4 - Minor service Incidents
 - Minor service Incidents having a minor effect on system functions and features of the network and/or network elements. They have a minor effect on the service to Parties' users, or unavailability of Services for an individual user. Support for a Priority 4 Incident will be available during the Service Center Hours of Operation.

Priority 1 incidents are only applicable to Production environments.

The SaaSPlaza Service Center will determine all Incident priority levels upon consultation with the Parties at the time that Incident Reports are recorded.

Only Authorized Users are permitted to report Incidents with the SaaSPlaza Service Center on a 24x7x365 basis via the MySaaSPlaza portal. Incident Reports must be entered in English.

ALL PRIORITY 1 INCIDENTS MUST BE REPORTED BY TELEPHONE.

With the exception of Priority 1 Incidents Reports, the recording and handling of Incidents applies to the Service Center hours of operation related to the region that was responsible for the deployment of the SaaSPlaza Services.

Service Requests

Service Requests are typically requests for information or advice, or for a standard action (like a password reset) that is not generally associated with any Downtime or has a quick recovery time. SaaSPlaza Service Centers will determine if the Request being reported is to be labeled as a Service Request or if it needs to be recorded as a Change Request upon consultation with the Party initiating the request. Service Requests are billed on a time and materials basis.



Change Requests

Changes of Service configurations can be requested through a Change Request. The SaaSPlaza Service Center will schedule Change Requests upon consultation with the Parties. Change Requests are billed on a time-and-materials basis. SaaSPlaza does not have an obligation to agree to execute a Change Request. Should SaaSPlaza decline to execute a Change Request, an explanation will be promptly provided to the Party initiating the request.

Only Authorized Users are permitted to enter Change Requests with the SaaSPlaza Service Center on a 24x7x365 basis via the MySaaSPlaza portal. Change Requests must be entered in English. The recording and handling of Change Requests applies to the Service Center hours of operation related to the region that was responsible for the deployment of the SaaSPlaza Services.

Urgent Change Requests must be reported by telephone.

Any changes requiring or anticipated to require execution outside of the normal hours of operation of the Service Center in the Primary Region should be reported during the Service Center hours of operation with sufficient lead time allowed for the proper planning of the activities.

Maintenance

SaaSPlaza will maintain the SaaSPlaza Platform and Services in accordance with the following:

- the provisions, instructions, guarantee conditions, manuals, and maintenance schedules of the applicable hardware and software suppliers;
- instructions from security alerts; and
- SaaSPlaza's standards and best practices in the area of availability, security, integrity, protection of personal information, and confidentiality of data in general.

Maintenance includes the installation and/or application of patches, service packs, and minor software releases.

SaaSPlaza performs maintenance activities within the Maintenance Window described in the section below. Maintenance performed by Microsoft on the Azure platform is excluded from the provisions in this SLA, and Microsoft is exclusively responsible for any maintenance activities on the Azure platform.

Maintenance Windows

SaaSPlaza has 3 types of maintenance operations that are carried out: Daily, Regular, and Extended. As a rule, Daily maintenance should not involve any Downtime or interruption of Services. Regular and Extended maintenance is performed exclusively during the weekends. SaaSPlaza informs the Parties at least 1 week prior to the commencement of Regular maintenance and at least 4 weeks prior to the commencement of Extended maintenance.

Regional Time Zones

Region	Time zone
EMEA	CET (GMT +1)
AMER	PT (GMT -8)
APAC	SGT (GMT +8)



Maintenance Schedule

Type	Start	End	Frequency
Daily	03:00 AM	07:00 AM	≤ 1/week
Regular	Saturday 5:00 PM	Sunday 12:00 AM	≤ 2/month
Extended	Saturday 06:00 AM	Sunday 12:00 PM	≤ 4/year

Emergency Maintenance

SaaSPlaza can perform Emergency Maintenance activities on an as needed basis to safeguard the integrity and consistency of the Services. In the case of an Emergency Maintenance that occurs outside of the Maintenance Windows, SaaSPlaza will notify the Parties about the nature of the maintenance. SaaSPlaza makes every reasonable attempt to notify the Parties prior to the commencement of the maintenance. In the event that notification is not possible prior to the commencement of the maintenance activities, notification will be provided as soon as possible after the completion of the maintenance activities.

Escalation

For escalations during the Service Deployment Phase, the first point of escalation is the Project Manager, followed by the Operations Manager as the 2nd level escalation point. 3rd level escalation is the regional General Manager. The 4th level of escalation is the CEO.

For escalations during the Service Management Phase, the party reporting the Incident and the SaaSPlaza Incident Manager can escalate when they agree that the estimated resolution time is expected to exceed the provisions in the SLA. The first point of escalation is the Incident Manager, followed by the Operations Manager as the 2nd level escalation point. The 3rd level escalation is the regional General Manager, the 4th level of escalation is the CEO. The parties can appoint an Escalation Manager respectively who will be responsible for communication during the escalation process. The Escalation Managers will temporarily own the Incident and have the mandate to deploy adequate resources to resolve the Incident as swiftly as possible. De-escalation is completed when parties reach mutual agreement that the Incident has been resolved, and the parties move to close the Incident.

General escalation notes

SaaSPlaza will notify the Customer if it is apparent that resolution of a call may result in a protracted timescale. SaaSPlaza may also escalate calls of a repetitive nature. The Customer may escalate any call at any time should they deem it to be appropriate in any specific instance.

Enforcement

SaaSPlaza may investigate suspected violations with respect to the provisions of this SLA or misuse of Services and may report any activity that it suspects is illicit or violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate parties. Furthermore, SaaSPlaza reserves the right to investigate applications, systems, networks and data for the



detection of, but not limited to, IP problems, viruses, worms, or other software that can be regarded as harmful, as well as for the detection of material that is suspected of violations or to detect or to prevent suspected unacceptable use.

SaaSPlaza may suspend, disable access to, or modify any resource or Service that SaaSPlaza suspects is in violation of the provisions of this SLA or the Agreement. In case of such violations or misuse of Services, SaaSPlaza will make a reasonable attempt to notify the affected parties, if possible, prior to the commencement of such actions.

In the event of suspension, disabling access to, or modifying of resources or Services, all Agreements between the Parties and SaaSPlaza will remain in force, as will the obligations of the parties to SaaSPlaza, such as, but not limited to, the payment of all outstanding balances due.

Acceptable Lawful Use

Parties may not use material that is unlawful such as, but not limited to, copyright protected content, trademarks, license agreements, or commercially confidential content (where the parties do not have the authority to use such material), obscene or libelous content, or content conflicting with export control regulations.

Prohibited Use

SaaSPlaza's Services may be used exclusively for the purpose for which they are intended in such a manner that they do not endanger the security, availability and integrity of any network, computer or communications system. Prohibited use includes, but is not limited to: unauthorized access to systems; probe, test or scan for vulnerabilities of systems; breach of any security or authentication measure; monitoring of data or traffic; overloading or flooding systems or networks; operating open proxies, open mail relays, open recursive domain name servers; distribute, publish, send or facilitate sending of unsolicited mass email or other messages.

Responsible Use

Using the Services provided by SaaSPlaza comes with responsibilities that rest with the Parties for privileges assigned to them regarding, but not limited to, user management and application configuration.

- Parties may receive the privilege to provision, modify and delete application accounts. Parties are responsible for using this privilege as instructed by SaaSPlaza.
- Parties may receive the privilege to provision, modify and delete Services and/or application accounts. Parties are responsible for ensuring that appropriate measures are taken to protect these credentials and to ensure proper user accountability.
- Parties that receive the privilege to access operating system(s) are mutually responsible for the security and Availability of the system and Services that use the system.
- Parties may receive privileges to apply changes on software and/or configuration of, or parts of, their Services. Parties are responsible for ensuring that changes to processing options (i.e. parameters) and configurations on Services are appropriately authorized, assessed, approved, and implemented, and that monitoring, as configured by SaaSPlaza,



of these Services is disabled during such changes. Failing to do so will limit SaaSplaza's responsibilities for performance and availability of Services

- Parties are responsible for ensuring compatibility of its installed software and configuration changes with the most recent updates and upgrades of standard system software as delivered by SaaSplaza as part of its delivery of the Services.
- Parties are responsible for immediately notifying SaaSplaza of any breaches of privacy or confidentiality, unauthorized use of credentials, or other security violations.
- Parties are responsible for ensuring the availability of qualified and authorized personnel to act on and assist with support tasks and direction given by SaaSplaza.
- Parties may receive the privilege to provision, modify, and delete Authorized Users through the SaaSplaza provisioning portal. Parties are responsible for ensuring Authorized Users are maintained and up to date. Furthermore, parties are responsible for all requests made by their designated Authorized Users.
- Parties are responsible for notifying SaaSplaza at least two months in advance of any expansion or contraction of storage capacity or Internet bandwidth in excess of 10% per month.
- Parties may be granted permission by SaaSplaza to perform external performance tests, such as load and stress tests, or external security audits, such as Penetration Tests. These tests are permitted exclusively after consultation with SaaSplaza.

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What We Offer

Availability

The SaaSPlaza Platform is designed to deliver maximum Availability. The “Availability” (A) percentage of Production Services is determined for the preceding calendar month and is calculated based on the “Maximum Monthly Availability” (MMA) and “Downtime” (DT) measured in the same month as specified in the formula below:

MMA - DT

$A = \frac{\text{MMA} - \text{DT}}{\text{MMA}} * 100\% > 99.9\%$

MMA

The MMA period is equal to the number of hours per month. Downtime that is the result of scheduled maintenance activities is not included in the MMA calculation. Depending on the Service, Downtime is determined based reported Priority 1 Incidents. Any Unavailability as a result of maintenance for both SaaSPlaza- and the Microsoft Azure platform is not calculated as Downtime in the service credit calculations. For Non-Production environments no availability guarantee is applicable.

Incident Handling

Reported Incidents are handled as defined in the following table:

Priority	Description	Response Times	Progress Reports	Support hours	Target Completion Time
1	Critical service affecting Incidents	30 minutes	Every 1 hour	24x7	90% < 1 hour, 100% < 8 hours
2	Serious service affecting Incidents	1 hour	Every 4 hours	Office hours	95% < 1 working day, 100% < 2 working days
3	Medium service affecting Incidents	4 hours	On request	Office hours	100% < 7 working days
4	Minor service affecting Incidents	16 hours	On request	Office hours	100% < 10 working days

Response Time is the time between a Report by the Parties upon identifying an Incident and the moment that SaaSPlaza notifies the Parties of the start of the Incident management process. Target Completion Time is the time between a Report by the Parties and the time that the Incident is resolved.

If SaaSPlaza is performing support services related with an EULA the above mentioned Service Levels are not applicable.

Change Handling

Logged Change Requests are handled for Production Services as defined in the following table, provided that SaaSPlaza agrees to execute the Change Request:



Type	Description	Planning	Progress Reports	Completion
Urgent	Changes which require urgency	< 4 hours	On start, delivery, acceptance and close	95% according to planning
Regular	Regular Change Requests.	< 2 working days	On delivery	95% according to planning

What We Compensate

If SaaSPlaza does not meet a guarantee stated above, the eligible Party may put in a written claim for a credit in the form of a discount within 2 months of the event, as set forth in this section. Credits will be calculated as a percentage of the Service fees: (i) for the Production Services adversely affected by the Incident reported excluding any Licensing Fees or, (ii) related to the missing of an agreed upon planning deadline (for Change Requests or Service Requests) for the current monthly billing period during which the Request occurred.

On Availability

A 10% discount on the monthly Service fees for the Production Services excluding any license fees, for each 0.1% below the Availability percentage of such Services. The maximum compensation on availability is 40% of the Service fees for the Production Services excluding any Licensing Fees.

On Change Handling

In the event that SaaSPlaza does not meet its obligations in achieving the service levels with regards to Change Requests for Production Services as described in the table above, a discount of 25% of the invoiced time and materials fees directly associated with the Request and for each infraction on the reported Change Request will be applied for the affected billing period.

Conditions

Except as stated in the "What We Compensate" section above, the credits will be the sole remedy related to the non-performance of SaaSPlaza with respect to the guarantees provided in this SLA.

Exclusions

Compensation for any infraction is always and fully excluded in the case of the following:

- Downtime of Non-production environments.
- Inappropriate use of the access rights granted by SaaSPlaza to the Parties.
- Operating errors by users of the Parties.
- Erroneous instructions delivered by the Parties to SaaSPlaza.
- Non-compliance with the provisions of the Agreement including this SLA.
- A joint decision by the Parties to perform maintenance and/or Changes outside the Maintenance Window.



- Disproportionate or unforeseen growth in Customer's capacity consumption that leads to the operational limitations due to excessive CPU, memory or storage utilization or any non-performance of the SaaSPlaza Platform.
- DDOS attempts and general internet malfunctions.
- Damage caused by zero-day exploits (e.g., viruses, Trojans, malware, etc.) that could not be detected by virus scanners considered up-to-date at the time of the attack.
- Consequences of bugs in the software and/or third party hardware.
- Incompatibility of the Parties applications with the SaaSPlaza Platform.
- Malfunctions in external services that are contracted by the Parties.
- If Downtime involves damage to, or loss of files, or data, the recovery of files from the backup belong to the service of SaaSPlaza, but is excluded from these guarantees with regard to the recovery time and Availability.
- Downtime caused by the implementation of patches and/or application changes in Private Cloud environments which do not have a Non-Production environment and have been successfully and proven tested thereon.
- Downtime caused by operations and/or maintenance of Services by the Parties for which monitoring has not been disabled.
- Downtime or degradation caused by malfunctions of the Microsoft Azure platform as delivered by Microsoft to SaaSPlaza.
- Unavailability or degradation as a result of maintenance by Microsoft on the Azure platform is not calculated as Downtime.
- Force majeure and any, and all (other) situations that cannot be attributed to SaaSPlaza.

Addendum: Platform Services

SaaSPlaza can offer additional services to Customer typically to complement delivered Dynamics services with Customer specific applications or solutions. These services are offered with service level "Platform".

The "Platform" service level applies to services which are managed by the Customer, with operating system privileges assigned to the Customer. The Customer is responsible for operational management of the service as well as maintaining availability and security of the service. SaaSPlaza's responsibility pertain to the SaaSPlaza infrastructure consisting of data centers, hardware, network and virtualization.

Service level exception

This SLA for platform service is equal to the Dynamics Services with the following exceptions:

Section	Platform service level
Backup	By Default only Operating System backups are performed by SaaSPlaza (e.g. no MS SQL backups) per the retention

	<p>scheme as described in the section “Backup”. Additional backup schedules can be agreed upon and additional cost apply</p>
Monitoring	<p>Only the availability of the Operating System is monitored as defined in section “Monitoring”.</p>
Patch management	<p>SaaSPlaza performs security & critical updates on Operating System level as defined in section “Patch management”. The customer is responsible for maintaining a pre-production environment to be able to test updates prior to implementation.</p> <p>The customer is responsible for initiation of application updates.</p>
Release management	<p>SaaSPlaza follows the vendor Operating System lifecycle as defined in the section “Release management”. The customer is responsible for the lifecycle of the applications.</p>
Availability	<p>The default availability guarantee for Platform Services is 99.9% and applies to the availability of the Hypervisor layer. Any applications or Operating Systems running on the Hypervisor are by default excluded from any availability guarantee.</p>

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