AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
ARMANINO, LLP

PREAMBLE

This amendment ("Amendment No. 1") 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 (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. The Parties previously entered into an agreement entitled "Agreement for Services between the Santa Clara Stadium Authority and Armanino, LLP", dated November 2, 2020 (Agreement); and

B. The Parties entered into the Agreement for the purpose of having Contractor provide professional services to implement the Microsoft Dynamics GP financial management system, and the Parties now wish to amend the Agreement to add managed services and increase the maximum compensation by Seventy-Five Thousand Nine Hundred Seventy-Eight Dollars ($75,978) for a new revised not to exceed amount of Two Hundred Seventy-Four Thousand Four Hundred Thirty Eight Dollars ($274,438).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "Term of Agreement" is amended in its entirety to read as follows:

   "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 October 31, 2025."

2. Exhibit A of the Agreement is hereby amended by the addition of Exhibit A-1 (Managed Service Plan Proposal) which is attached hereto and incorporated in the Agreement. Any references to Exhibit A within the Agreement shall include Exhibit A-1.

3. Exhibit B of the Agreement, entitled "Schedule of Fees" is hereby amended in its entirety by replacing with the attached Exhibit B, which is hereby incorporated in the Agreement.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 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: _____

_____ _____
Stadium Authority Counsel

Rajeev Batra
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"AUTHORITY"

ARMANINO, LLP
a California corporation

Dated: Sep 28, 2022

By (Signature): [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 B (FIRST REVISED)
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 **Two Hundred Seventy-Four Thousand Four Hundred Thirty-Eight Dollars ($274,438)**, 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.

Cost Element	Amount
Accounting Enablement Assessment & Roadmap Services	$60,900
Concur / Dynamics GP Integration	$8,400
Dynamics GP Implementation	$104,160
Managed Services	$75,978
Additional Services	$25,000
Total Maximum Compensation	**$274,438**

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. Managed Services

2.4.1. Contractor fees for the provision of managed services are as set forth in Exhibit A-1. The annual cost for the Base Plan and two (2) Value-Adds is $25,326, or $75,978 over three years. Authority may utilize any unused funds from Section 2.3 (Dynamics GP Implementation) and Section 3 (Additional Services) to purchase additional "Value-Adds" provided the Maximum Compensation is not exceeded.

2.5. ASSUMPTIONS

2.5.1. 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.

2.5.2. 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.

2.5.3. Contractor shall perform Services during normal business hours (defined as 7 a.m. to 7 p.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.

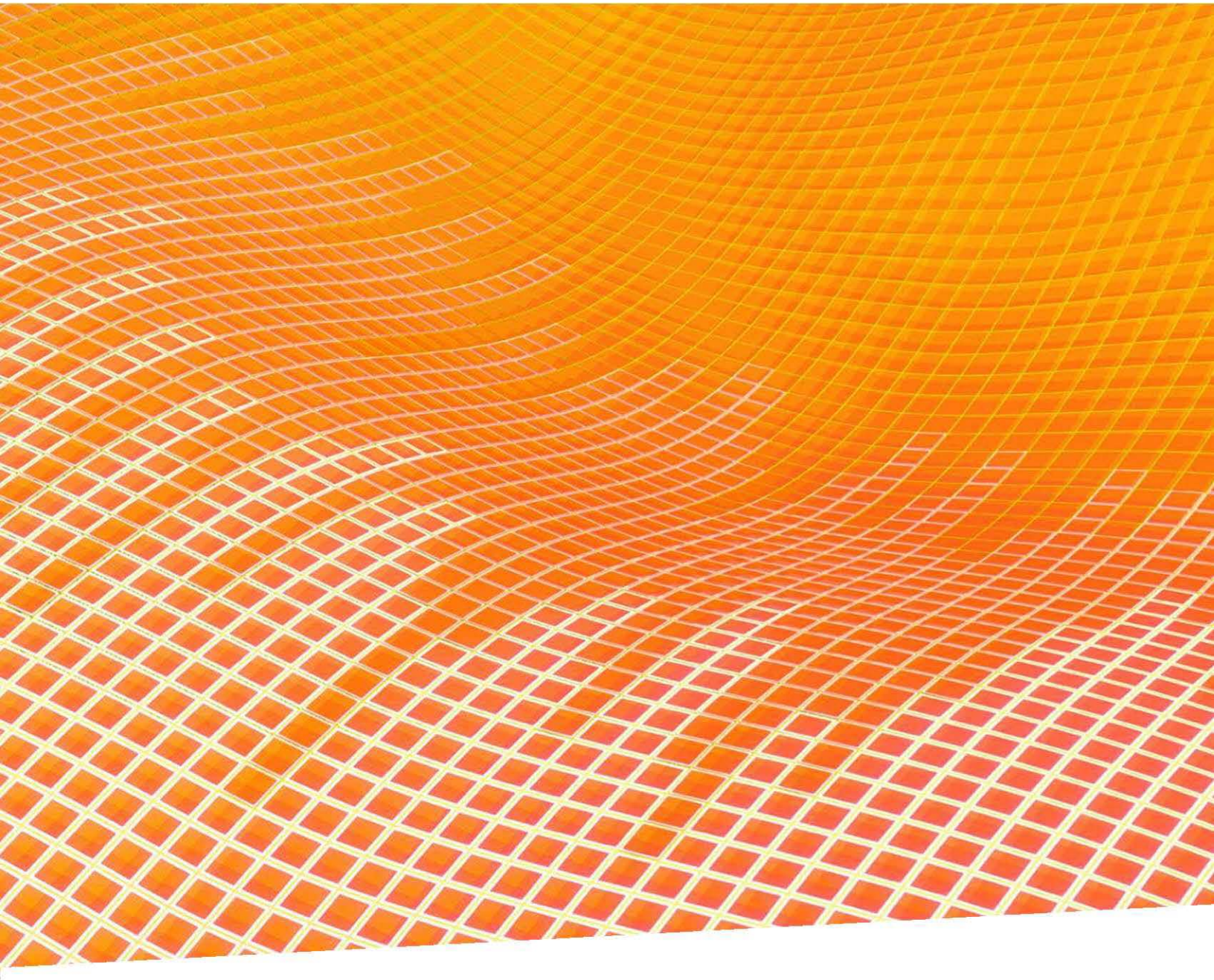
EXHIBIT A-1

Managed Services Statement of Work

June 20, 2022

Santa Clara Stadium Authority

Primary Contact:
AJ Iovino
Director, Managed Services
925-790-2824
aj.iovino@armaninollp.com



armanino

Armanino LLP ("us" or "Armanino") is pleased to submit this proposal ("Proposal") to **Santa Clara Stadium Authority** ("you" or "Client") for support services as described herein ("Services"). The Services are subject to the terms and conditions of this Proposal, as well as the Agreement for Services between the parties, executed November 2, 2020 ("MSA") (together, the "Agreement"). In the event of conflict between this Proposal and the MSA, the Proposal shall prevail.

Scope of Work

Armanino will provide Services as part of a managed services plan ("Plan"), to assist Client in the ongoing management and support of the technologies listed below (the "Technologies") and related technologies, as described herein. Armanino will allocate resources on an as-needed basis, to provide Client a reliable support partner available for issue resolution, system maintenance, and system optimization after Systems go-live. The Services will be performed remotely, though Client may request on-site support subject to Armanino resource availability, at additional cost.

Supported Technologies include:

- Dynamics GP

Selected Plan Details

Managed Services Hours: 6AM to 5PM Pacific

Armanino Managed Services Advanced Plan	
Reactive Services	
Functional and Technical Support	Unlimited
Service Level Agreement (Standard Case/Critical Case)	4 hrs / 2 hrs
Proactive Services	
Dedicated Managed Services Lead	Included
Scheduled Planning Sessions	Bi-Monthly
Academy Public Web Class Registration	3 Registrations
Strategic Services	
System Review	2 Reviews
Armanino Expedition	Included
System New Release Reviews	Personal
Value-Added Services	
Application Administration	Included
Planned Enhanced Consulting Days	4 Days

*The above table represents the entitlements client is to receive on an annual basis throughout the 3-year term

Selected Plan Descriptions

- Functional Support & System Administration and Armanino SLA
  - Each request that you submit will be created as a case.
  - A dedicated team will provide initial response and route the request to the best resource available. Techno-functional requests include troubleshooting broken formulas, troubleshooting actuals not tying out and updating formulas.
  - If your request is determined to be more of a project, you will be directed to engage Planned Enhanced Consulting.
  - Critical Request - Any request based on an immediate need to resolve a halting of business operations because of an error in Dynamics GP
  - Standard Request - Non-critical issue or error that the Client needs help resolving but is not a "System is down!" type issue

- Managed Services Lead
  - We recognize that consistency and working with people who understand your business, processes and unique solution is important. A key aspect of our program is that we assign a Managed Services Lead (MSL) to be your central point of contact to ensure quality and consistency.
  - The Managed Services Lead is responsible for:
    - Scheduling and leading an onboarding meeting with client stakeholders and decision makers
    - Leading the planning and implementation of your Managed Services plan including;
      - Defining logistics related to ticket management, escalations, and approvals to align to your corporate standards.
      - Identifying and scheduling proper planning session cadence based on Client chosen tier (Monthly, Bi-Monthly or Quarterly).
    - Your MSL is the continuity and glue to partner with you for all aspects related to delivering services, triaging ticket requests, oversight for other Armanino Consultants, and consistent work status communication.
- System Review
  - Review sessions to document modules and process
  - Discuss things working or not working
  - Up to 2 sessions per year
  - Consulting days may be used to fix items from this review
  - Once a year as a part of your plan, we will review your current solution configuration to identify gaps and nonconformities with best practices. We will share these findings and solicit feedback from key users to identify what is and what isn't working well for the team.
  - The review does not include consulting days to address the gaps, simply the analysis for consideration.
- Academy Public Web Class Registration
  - Education and training for users is critical for efficient day to day operations. In many cases, the root cause of submitted issues stem from a knowledge gap among users.
  - A core part of the Managed Services plan is aimed toward a proactive approach to educate and empower users. Academy classes are designed to obtain optimal learning outcomes and are offered to meet the learning goals for multiple topics and varying levels.
  - All Academy classes are live instructor-led learning events.
  - Academy Public Web classes teach standard system functionality and registered users will be provided a handout as applicable to the class. Recordings for Public Web classes are not provided.
  - Academy Public Web class registration information and instruction will be provided to the Client primary contact during the onboarding process. Client will be provided an Academy code to use during registration and will expire after all registrations in-scope specified by the plan elections have been used.
  - Some of our classes are eligible for CPE credit, and are noted on the website class listing. Contact the Academy (academy@armaninollp.com) to inquire or for more information.
- Scheduled Planning Sessions
  - An important aspect to effectively delivering your plan are joint planning sessions. Your Managed Service Lead will work with your core group of stakeholders to manage requests and set a clear set of priorities. Depending on your plan this will occur monthly, bi-monthly or quarterly.
- New Release Webinar
  - The New Release Webinar will preview what is coming and help you to evaluate what you could or should take advantage of in the new release.

- Armanino Expedition Session
    - What we hear from clients over and over is that they expect a partner to stay on top of the ever-changing technology landscape to bring innovative and additive solutions to the table. As a Managed Services Client you are prioritized as a priority account that is actively managed with an assigned Armanino Client Manager. At least once a year, your designated Client Manager will engage in a strategic conversation to help lay out and prioritize you companies' goals for the upcoming year and bring solutions on how we might be able to help you navigate to achieve your goals
- Application Administration
    - Many clients are focused on serving the business and either do not have the time or technical skillset required to help administer their software solution.
    - This offering assigns an Armanino Consultant, who will assume the Administrator role for your supported software environments (InTwo Portal and Dynamics GP Application), allowing your team to focus on the more important aspects of the business. Tasks include: user additions, removals, provisioning, security assignments, password resets from the InTwo portal as well as the Dynamics GP application.
    - Tasks specific to InTwo folder and services permissions and access will have to be handled by InTwo support.
    - It is understood that the Client's software environment is hosted by InTwo including RDWeb access and this agreement does not cover any charges or fees charge by InTwo.
    - This offering covers the time equivalent of 3 hours per month.

Client will maintain, prioritize and make requests for Services through Freshdesk (each, a "Service Request", "Request" or "Ticket"). Armanino will monitor Service Requests and communicate initial response within the response times set forth above. Each Service Request, no matter the issue, will begin with an initial assessment and consultation ("Triage"). During Triage, Armanino will discuss the Service Request with Client and attempt resolution. If the Service Request cannot be resolved within Triage, Armanino and Client will begin a plan to address the issue, including preliminary scheduling. Armanino and Client team members will meet as necessary, at mutually agreed times, to review Service Request status, respective prioritization, and Services scheduling. Armanino's response to any Service Request is subject to resource availability. Initial response, status information, scheduling and resolution will be done through Freshdesk.

- Armanino Customer Support Portal: https://customersuccess.armaninollp.com
- Email: help@armaninollp.com
- Phone: 925-790-2643

As Armanino works to resolve a Service Request, it may determine that a single Request contains multiple distinct issues. In this case, Armanino will require Client to submit separate Service Requests for each distinct issue. Armanino may also determine such a Request qualifies as a Project (see definition below).

Service Request: A Service Request is a question, request, or issue that is submitted and assigned to Armanino via the Freshdesk instance. A defined number of Service Requests are included in the Plan, depending on the Plan option chosen by Client (see "Proposal" section, below). The chosen Plan also dictates what type of Service Requests may be filed. Additionally, some types of service requests are limited in the number of times a year they can be submitted.

The following are examples of Services that can be provided by Armanino under the Plan. Further details on what services are available in each tier, and what types of Service Requests are in-scope are in Appendices A.

- System Administration
- Functional Support

Armanino may close Service Requests if there is no Armanino action item, or Armanino action depends on a response by the Client, and there has been no response from the Client for 2 weeks (14 days).

Some Service Requests may cross the line between different Service Lines such as Data Analytics Managed Services, Adaptive Managed Services, or Other Managed Services. Armanino reserves the right to re-categorize any Service Request such that it is in the appropriate Service Line and utilizes that Service Line's Request allotment. Additionally, some Requests may require a Request to be filed in each Service Line for tracking purposes. Such Requests will each consume a Request in their respective Service Line.

Armanino implementation services, nor 3rd party offerings, are warranted by Armanino Managed Services. Though Managed Services can assist with issues related to these areas, any such Request will utilize the respective type of Managed Services Request Type. There is no implication that support for such issues are included in Managed Services outside of the normal Request Types and service inclusions.

1. **Term:** The term of the Plan is defined immediately below.

- **Dynamics GP – 3 Year Term**
  - Plan Start Date = 1st of the current month if signed between the 1st and the 14th or 1st of the following month if signed between the 15th and the last day of the month
  - The initial term of this Plan shall be three (3) years ("Initial Term") and each renewal term shall be one (1) year (Initial Term and renewal terms, collectively, the "Term")

Contract price is based on assumptions of necessary support required. Should support in year one materially exceed expectations, Armanino has the right to opt out of year two and three of the Initial Term, or to renegotiate price for the remainder of the Initial Term. Client will receive notice at least sixty (60) days before the end of the first year of the Initial Term if Armanino determines a price re-negotiation is necessary; otherwise, renewal notice will only be given sixty (60) days before the end of the Initial Term, providing pricing information for the renewal term.

Pricing and Invoicing

Service Line: Dynamics GP

Managed Services Advanced Plan (36 Months)	*Amount*
Total Plan Price- 3 Years	**$75,978**
Billed Amount- Per Year	**$25,326**

The Plan price depends upon which service tier is chosen. The price options are set forth above, and the annualized amount constitutes the Plan price ("Price"). The City may terminate the Plan in accordance with the termination provision contained in the MSA with respect to timing of termination notice. In the event client terminates the agreement, Armanino will be paid in full for all services performed for the client under the Managed Services Agreement on Armanino Standard T&M Rates.

Armanino will invoice each year in equal annual installments as shown above, payable in advance. Additional Value-Added Service Options will be invoiced separately, as requested, in advance at the beginning of the next month.

All invoices are payable within thirty (30) days of City's receipt and non-refundable once paid. Initial payment shall be received before services begin. In addition to the Fee, you will be invoiced for actual out-of-pocket expenses, with your prior approval, including, but not necessarily limited to, non-local travel and lodging expenses, meals, communications charges and supplies and all taxes, as applicable. Travel

time is billed at 50% of the normal rate. The fixed fee includes a technology, administrative, and local travel time service fee of 5%. This fee includes costs not separately itemized 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.

If any invoice becomes delinquent, Armanino will immediately halt work on all Client Requests.

Change Orders: The Price is based on the Services described in this Proposal. If Client requests services outside the scope of this Proposal, if Armanino determines any work is a Project, or if there is a material change in or unsuccessful completion of any of the responsibilities or assumptions set forth in this Proposal, a Change Order may be required. Each Change Order must be approved by Client and executed by both parties before Armanino performs related work.

A Change Order would also be required if Client chose to use more Requests in a given month than is allotted in their chosen Plan. Each additional Service Request will be the subject of a Change Order and will be invoiced in advance, at the fixed per-Request rate set forth in the table below for the applicable service tier.

Change Order work may be invoiced in advance or performed on a time and materials basis. The governing payment terms will be set forth in the Change Order.

Category	*Value-Added Service Options*	*Advanced*
All	Planned Enhanced Consulting (4 Days)	$7,224
All	Priority Access to Named Resources	$5,870
All	User Turnover Insurance	$5,418
All	Admin Turnover Insurance	$3,612
All	Application Administration	$8,127
AI, SI, BC, GP	Academy Public Web Class Registrations (4 Pack)	$903
AI, SI, BC, GP	Academy Standard Private Class (1 Class)	$2,258
AI, SI, BC, GP	Academy Semi-Custom Private Class (1 Class)	$3,387
AI, SI, BC, GP	Academy Custom Designed Private Class (1 Class)	$7,224
SI, GP, BC	Security Reporting	$10,836
Dynamics GP	Client Security Compliance	$1,806
Dynamics GP	Server Care/Database Management (Monthly)	$5,644
Dynamics GP	Dynamics GP Technical System Review	$2,709
Dynamics GP	Dynamics GP Upgrade What's New Academy Learning	$1,129
Change Mgmt	Communications Essential Starter Kit	$2,390
Strategy	ESG Assessment Survey and Report	$3,900

Assumptions

The assumptions below were material in determining the scope of work and Price for the Plans set forth in this Proposal. Any changes to these assumptions will impact the level of effort and cost required to complete the Services and may require a Change Order.

- Client has committed to Advanced plan and agreed upon pricing above for the term of the plan.
- Client can add additional services at agreed upon prices of the tier chosen throughout the contract term.
- It is understood that the Clients software environment is hosted by InTwo including RDWeb access and this agreement does not cover any charges or fees charged by InTwo
- Client is not eligible to upgrade plan mid-term
- Client will provide detailed requirements for the Services
- Client will manage the day-to-day prioritization of the Services
- Client will provide appropriate internal resource capacity to support issue resolution
- Client will be responsible for the accuracy of the information provided to Armanino
- Client will attend all scheduled meetings and will not repeatedly cancel scheduled meetings
- Client will perform any Armanino-requested tasks that are required for issue resolution
- Armanino will provide Client with recommendations during the Term, based on experience working with the software and similar client businesses. Client may choose not to follow Armanino's advice. Should Client make any decision against Armanino's advice, Client will be responsible for resulting impacts.
- Client will assign a senior/executive level champion who will be available as needed for escalation issues and any approval or sign-off process for the Term
- Client will provide Armanino with access to Client's systems, as required to perform the Services.
- Client will pay any third-party cost, including the cost of software, related to the Services, unless stated as Armanino's responsibility in this Proposal
- Client will thoroughly document any observed or perceived software errors
- Client will provide Armanino with administrator and business user access to platform instances, as needed. Relevant licenses will be provided by Client
- Client understands that any software issues that are beyond Armanino's reasonable control are not Armanino's responsibility and will not change Client's contractual payment obligations
- Armanino's Managed Services plans are not intended to provide End-User services to Client. Requests for Armanino to act as an End-User in a Production system may be rejected.
- Reported issues must be capable of replication, and it is Client's responsibility to provide reproduction steps therefor. Any issues which cannot be reproduced by Client may not be capable of being addressed or resolved.
- Armanino reserves the right to create Requests on Client's behalf if the Client has requested work but not submitted a ticket

Appendix A

Request & Consulting Type Definitions

Technology Managed Services Offerings

Reactive

System Administration
- Password Resets
- User Adds/Removals
- Assign New User Roles
- User Security Assignments
- Web Services Connection

Functional Support
- Functional Support
- Production Break/Fix
- 5 Minute Quick Questions

Proactive

Personalization
- Dedicated Client Manager
- Dedicated Managed Services Lead
- Monthly Server Care/Database Management

Training
- New Release Webinar
- Scheduled Planning (Monthly, Bi-Monthly or Quarterly)
- Academy Public Web Class Registrations

Strategic

Armanino Expedition Sessions
- Strategy & Transformation Session CFO Advisory Session
- Risk Assurance (SOX, Audit) Review Session
- Tax Review Session
- Audit Review Session
- Equity Comp Review Session
- Business Intelligence Review Session
- Cybersecurity/Data Security Review Session
- Armanino AI Lab Membership

Armanino Value Added Services
- Planned Enhanced Consulting (4 days per year)
- Client Security Compliance
- Formal Training Days
- Academy Public Web Class Registrations (4 pack)
- GP Application Administration
- Priority Access to Named Resource
- User Turnover Insurance
- Admin Turnover Insurance
- OCM Governance (4 days per year)
- Application Change Control (4 days per year)
- Technical GP System Review
- CFO Advisory Services (2 days per year)

Request & Consulting Type Definitions

This appendix details Request & Consulting Types which may or may not be included in the actual chosen Plan.
The following is a more detailed list of the types of Service Requests that are considered included requests within the scope of the Plan.
Not all types of Requests & Consulting types are in-scope for all tiers.
"Techno-Functional Requests" include both Functional and Systems Engineering requests.

- Managed Services Out of Scope
  - Regression testing the application after updates
  - Development that requires or results in the need for the writing of code
  - Development investigations
  - Help with configuring modules or functionality
  - The creation or determination of reproduction steps for a reported issue.
  - User-level desktop support
  - Applications or Integrations outside of the Dynamics GP or Armanino Integration Packs
  - Defining, managing, or enforcing internal Client network security policies
  - Active monitoring of any system
  - Some administrative tasks are limited in the context of the Dynamics GP subscription and may require Dynamics GP assistance
  - User documentation or operational documents

Value-Added Services

- Planned Enhanced Consulting for System Enhancements & New Features ("System Enhancements")
  - Additional resource consulting is often needed to tackle enhancements as consulting to your Dynamics GP environment.
  - Additional resource capacity can be added to packages in 4 day increments to tackle planned enhancement, changes to the application, or development of new integrations or functional improvements, and general consulting or advisory services.
  - A scoping call with MS team to ensure work is within Managed Services eligibility. All work will include a planning meeting with the client related to the work to be completed to determine the complexity
  - Some System Enhancements are categorized as Project Work – outside the scope of the Managed Services agreement
  - Armanino reserves the right to classify any Planned Consulting that is not explicitly identified herein
  - Planned Enhanced Consulting notes:
    - Once effort is Approved, and Design is underway, the Planned Enhanced Consulting will be consumed, even if it is not deployed to PROD for any reason
    - Once changes are approved in UAT/TEST, it is considered complete. Further changes may necessitate more Planned Enhanced Consulting.
    - Note: Client may be required to create a Test Environment/Sandbox for certain Planned Consulting requests.
- Client Security Compliance
  - Clients at time require or consultants to attend or comply specific security requirements. This is time required to meet, administer and adhere to those specific plans.
  - This is specific to each organization and may require more effort by Armanino than estimated and therefore may be adjusted on a case by case basis.
- Armanino Academy Classes
  - Education among users is critical towards efficient day to day operation. Most of the root cause issues that we see stem from a knowledge gap with users.
  - A core part of our Managed Services plan is access to our Armanino Academy. This is an extensive library of Webinars on a variety of topics taught by our most Senior Solution Architects. Must be registered in advance
  - Your plan entitles you to 3 Watch & Learn Webinars per year, which includes 1 CPE credit each.
  - Hands-On classes are available at an additional cost
  - Instructor-led standard classes (private) are standard classes listed in our course catalog but scheduled specifically for users of a single client and can be bundled into a full course curriculum.
- Priority Access to Named Individual
  - One of our most requested features is access to a Named Individual to support your plan. Typically this is a team member who was involved in the implementation.
  - If you select this offering, we can accommodate time in this individual's schedule to dedicate to helping you.
  - Must be scheduled at least 2 weeks prior (½ day increments)
  - The named resource may not be available within the SLA timeframe identified in your plan and is not available for functional or break/fix support.
- User Turnover Insurance
  - Staff turnover happens. We can help train your new team member with certified, experienced Armanino consultants, including access to one-on-one time as well as video learning opportunities.
  - This offering covers the time equivalent of 3 days per year.

- Admin Turnover Insurance
  - Your System Admin or key Subject Matter Expert may leave, but we have your covered with this offering.
  - With Admin Turnover Insurance, your new Admin will receive directed training by experienced Armanino Consultants, including access to one-on-one time as well as video learning opportunities.
  - This offering covers the time equivalent of 2 days per year.
- Technical GP System Review
  - Gathering of hardware information on CPU, Memory, Network Card and Storage.
  - Gathering of SQL/GP information to ensure it is configured to meet Microsoft recommendations.
  - Written recommendations for optimal on-going server performance
- Server Care/Database Management (Monthly)
  - If you do not have your own database or SQL manager, you will need to monthly or bi-monthly review and assess your system SQL and application server. This is essential to prevent critical data loss.
  - Can be estimated on Quarterly basis at $4,100 depending upon your specific needs.
  - We include the items below and send you a report documenting:
    - Verify your SQL maintenance plans are successfully running
    - Detect database corruption
    - Detect physical file fragmentation
    - Verify the maintenance plan that updates database indexes and statistics
    - Inspect Windows event log
    - Review GP database data and log file growth
- Dynamics GP Year End Update
  - Must be on version 18.2 or above and is a single pass update in existing production environment and assumes only 1 environment.
  - Assumes only one update per agreement year.
  - Assumes free access to Client's environment, standard SQL collation, and only 1 client install
  - Assumes work will be done on a weekend starting on agreed upon time no later than Friday 5:00 PM pacific time.
  - Does not include Web client update, vba code, analysis cubes or custom integrations or integration packs
  - Low is for 5 or less databases, 2 or less minor ISV solutions and no custom dex code
  - Medium is for 8 or less databases, 3 or less minor ISV solutions and 1 custom dex code
  - High is for 10 or less databases, 4 or less minor ISV solutions, and 2 custom dex codes
  - Variation or variables other than Low, Medium or High will be scoped separately.
- Dynamics GP Upgrade
  - Upgrading to the most current version of Dynamics GP can be included. Each upgrade will be estimated by Armanino's standard methodology.
- UAT Instructor Guidance
  - Armanino will assist in creating and administering your User Acceptance Testing (UAT) process for the Dynamics GP Upgrade.
  - This includes preparing a UAT plan, supplying UAT scripts for your users to complete, monitoring UAT progress, and being available to address configuration, functional, and usage issues.
  - We anticipate that the UAT process will span 2 to 3 weeks. It is assumed the consultant will be providing these services remotely.
  - Any additional time needed or User Testing that goes past three weeks will require a Change Request to cover this additional time. If additional Academy Learning is required to help complete the User Acceptance Testing process the Armanino instructor can offer ½ or full day additional learning with an approved Change Request.
- Dynamics GP Upgrade What's New Academy Learning
  - What's New Training is an optional Academy Learning to review with client the changes in Dynamics GP from their current version to the new version being upgraded
- Dynamics GP Upgrade Workflow Overview Academy Learning
  - Workflow Overview is optional Academy Learning for the availability and use of workflow in Dynamics GP. A basic sample workflow will be created
- Dynamics GP Upgrade SysAdmin Academy Learning
  - SysAdmin is an optional Academy Learning for two pieces: database administrators and/or Application Administrators for Dynamics GP. This will review how the backend SQL server is affected by Dynamics GP along with recommended tasks and maintenance. The second part is reviewing the front-end Administration tasks available within the Dynamics application.
- Dynamics GP Upgrade Management Reporter Academy Learning
  - For Management Reporter users, Armanino Academy Learning that includes how to run MR reports and how to design or tweak existing report

SCSA - GP Managed Services Amendment/ Agreement

Final Audit Report 2022-09-29

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