



DISCOVER SANTA CLARA™  
BOARD OF DIRECTORS  
REGULAR MEETING AGENDA

February 17, 2022

3:00 p.m.

Virtual Meeting

*Pursuant to the provisions of the California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, Discover Santa Clara™ has implemented methods for the public to participate remotely.*

*The public can participate remotely via Zoom: <https://zoom.us/j/93406449331>  
Meeting ID: 934 0644 9331 or by phone: 1 (669) 900-6833.*

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENT**

*For public comment on items not on the Agenda that is within the subject matter jurisdiction of the Board.*

**CONSENT AGENDA**

*Matters listed in the Consent Agenda section will be considered routine by the Board and will be enacted by one motion. There will be no separate discussion of the items on the Consent Calendar unless discussion is requested by a member of the Board, staff or public. If discussion is requested, that item will be removed from the section entitled Consent Agenda and will be considered under Consent Items Pulled for Discussion.*

**1. Action on the Minutes of:**

- Discover Santa Clara™ Board of Directors – December 16, 2021
- Discover Santa Clara™ Board of Directors – January 20, 2022

**CONSENT ITEMS PULLED FOR DISCUSSION**

**PUBLIC PRESENTATIONS**

*This item is reserved for persons to address the Board on any matter not on the agenda that is within the subject matter jurisdiction of the Board. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The Board or staff may briefly respond to statements made or questions posed and may request staff to report back at a subsequent meeting.*

**GENERAL BUSINESS – ITEMS FOR DISCUSSION**

**2. Discussion and Action on the potential increase of the Santa Clara Tourism Improvement District Assessment to the maximum assessment rate of 2% for FY 2022/23.**

**Recommendation:** Provide direction on the potential increase of the Santa Clara Tourism Improvement District Assessment to the maximum assessment rate of 2% for FY 2022/23.

3. Action on an Agreement with Knowland, an event-tracking and research database subscription service, starting on or about February 28, 2022 and ending on or about February 28, 2023, for a total not-to-exceed amount of \$13,188.00, subject to the appropriation of funds.

Recommendation: Approve and authorize the Chair to negotiate and execute an Agreement with Knowland, an event tracking database subscription service, starting on or about February 28, 2022 and ending on or about February 28, 2023, for a total not-to-exceed amount of \$13,188.00, subject to the appropriation of funds.

4. Action on an Agreement with Silicon Valley Accounting Solutions for Accounting Services for a term starting on or about March 1, 2022 and ending on or about April 30, 2023 for a total maximum amount not-to-exceed amount of \$18,350, subject to the appropriation of funds, and to execute up to two two-year terms.

Recommendation: Approve and authorize the Chair to negotiate and execute an Agreement with Silicon Valley Accounting Solutions for Accounting Services for a term starting on or about March 1, 2022 and ending on or about April 30, 2023 for a total maximum amount not-to-exceed amount of \$18,350, subject to the appropriation of funds, and to execute up to two two-year terms.

5. Review of Monthly Progress Report for January 2022.

Recommendation: Note and file the Monthly Progress Report for January 2022.

## **GENERAL ANNOUNCEMENTS**

### **ADJOURNMENT**

The next regular scheduled meeting is on March 17, 2022 at 3:00 p.m.

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*\*Please see COVID-19 NOTICE\**

#### Brown Act:

*Government Code 54950 et seq (the Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. Action may not be taken on items not posted on the agenda. Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Kelly Carr, [KCarr@discoversantaclara.org](mailto:KCarr@discoversantaclara.org) prior to the meeting.*

#### Notice to Public:

*The public is welcomed and encouraged to participate in this meeting. Public comment (3 minutes maximum per person) on items listed on the agenda will be heard at the meeting as noted on the agenda. Public comment on items not listed on the agenda will be heard at the meeting as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select one or two speakers to represent the opinion of the group. The order of agenda items is listed for reference and may be taken in any order deemed appropriate by the*

*Board of Directors. The agenda provides a general description and staff recommendation; however, the Board of Directors may take action other than what is recommended.*

*In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Silicon Valley/Santa Clara DMO, Inc. will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. Silicon Valley/Santa Clara DMO, Inc. will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in Silicon Valley/Santa Clara DMO, Inc. programs, services, and activities. Silicon Valley/Santa Clara DMO, Inc. will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities.*

*Agendas and other written materials distributed during a public meeting that are public record will be made available by Silicon Valley/Santa Clara DMO, Inc. in an appropriate alternative format. Contact [DSCAdmin@discoversantaclara.org](mailto:DSCAdmin@discoversantaclara.org) with your request for an alternative format copy of the agenda or other written materials.*

*Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of Silicon Valley/Santa Clara DMO, Inc., should contact Kelly Carr, [KCarr@discoversantaclara.org](mailto:KCarr@discoversantaclara.org) as soon as possible before the scheduled event.*

## ATTACHMENTS



BOARD OF DIRECTORS REGULAR MEETING  
AGENDA  
December 16, 2021 | 3:00 p.m.

*Pursuant to the provisions of the California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, Discover Santa Clara™ has implemented methods for the public to participate remotely.*

*The public can participate remotely via Zoom: <https://zoom.us/j/93936100670>  
Meeting ID: 939 3610 0670 or by phone: 1 (669) 900-6833.*

**CALL TO ORDER**

Chair Hodges called the meeting to order at 3:02 p.m.

**ROLL CALL**

Present: Kelly Carr, Spectra Venue Management  
Joe Eustice, Hilton Santa Clara  
Barb Granter, Great America  
Eron Hodges, Hyatt Santa Clara  
Catherine Lentz, Forty-Niners Stadium Management Company

Absent: Pablo Barrera, I.B.T Local Union 853  
Nadine Nader, City of Santa Clara  
Leo Wandling, I.A.T.S.E Local Union 134  
Ruth Mizobe Shikada, City of Santa Clara (Ex-Officio) (joined at 3:09 p.m.)

A quorum of 5 was met.

Attendance: Nancy Thome, City of Santa Clara  
Dan Fenton, Jones Lang LaSalle

**PUBLIC COMMENT**

*For public comment on items not on the Agenda that is within the subject matter jurisdiction of the Board.*

There were no public comments.

**CONSENT AGENDA**

*Matters listed in the Consent Agenda section will be considered routine by the Board and will be enacted by one motion. There will be no separate discussion of the items on the Consent Calendar unless discussion is requested by a member of the Board, staff or public. If discussion is requested, that item will be removed from the section entitled Consent Agenda and will be considered under Consent Items Pulled for Discussion.*

**1. Action on the Minutes of:**

- Organizational Hiring Committee – September 8, 2021
- Organizational Hiring Committee – September 10, 2021
- Organizational Hiring Committee – September 13, 2021
- Organizational Hiring Committee – October 4, 2021
- Discover Santa Clara™ Board of Directors – November 18, 2021

Recommendation: Approve meeting minutes and note and file.

**A motion was made by Treasurer Carr, seconded by Secretary Eustice, to approve the Consent Agenda.**

**Aye:** 5 Treasurer Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Granter

### **CONSENT ITEMS PULLED FOR DISCUSSION**

#### **PUBLIC PRESENTATIONS**

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There were no public presentations.

### **GENERAL BUSINESS – ITEMS FOR DISCUSSION**

#### **2. Introduction of Michael Baker, Sales Manager.**

Chair Hodges introduced the new sales manager Michael Baker. Michael shared that he started at the Moscone and worked there for over 20 years. He left as a senior event manager and worked at the San Mateo Event Center for 1.5 years. He then started his own business, Michael Baker Events. His business was doing great until March 2020. Chair Hodges encouraged Board Members to try and be available to the sales managers as a support.

#### **3. Review of Monthly Progress Report for November 2021.**

Recommendation: Note and file Monthly Progress Report for November 2021.

Dan Fenton provided an overview of November sales activity. He pointed out slide 3 which shows how the sales team is tracking prospects and definites.

Member Shikada joined the meeting at 3:09 p.m.

There were eight new prospects added in November. The P3-P5 prospect activity continues to be robust and there are a few P1/P2 tentatives (from Ariel and Elaine's efforts). There were no P1/P2 definites added but some P3-P5s. Dan Fenton pointed out that on page 9, the actuals have not yet come in and they will change the header, so it is clearer. The header will be changed to "contracted".

**A motion was made by Treasurer Carr, seconded by Vice-Chair Lentz to note and file the monthly progress report for November.**

**Aye:** 5 Treasurer Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Granter

4. Action on Amendment No. 1 to Exercise Term One to Extend Agreement with Prosource Holding Company, Inc. dba Fugate Business Solutions.

Recommendation: Approve and authorize the Chair to negotiate and execute Amendment No. 1 to exercise Term One to Extend Agreement with Fugate Business Solutions through December 27, 2023.

Chair Hodges reminded the Board that Fugate provides bookkeeping services for the DMO. Nancy Thome added that the initial term of the agreement is ending, and the action today is to exercise Term One to extend the agreement for two years.

**A motion was made by Vice-Chair Lentz, seconded by Secretary Eustice to approve and authorize the Chair to negotiate and execute Amendment No. 1 to exercise Term One to extend Agreement with Fugate Business Solutions through December 27, 2023.**

**Aye:** 5 Treasurer Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Granter

5. Action on the Submission of Silicon Valley/Santa Clara DMO, Inc's Annual Internal Revenue Services (IRS) Tax Return for the FY 2020/21 Operating Year.

Recommendation: Approve and authorize Prosource Holding Company, Inc. dba Fugate Business Solutions to submit Silicon Valley/Santa Clara DMO, Inc's Annual Internal Revenue Services (IRS) Tax Return for the FY 2020/21 Operating Year.

Nancy Thome reported that the fiscal year stated on the last agenda was incorrect and this agenda item was to restate the action with the correct fiscal year.

**A motion was made by Vice-Chair Lentz, seconded by Treasurer Carr to approve and authorize Prosource Holding Company, Inc. dba Fugate Business Solutions to submit Silicon Valley/Santa Clara DMO, Inc's Annual Internal Revenue Services (IRS) Tax Return**

**for the FY 2020/21 Operating Year.**

**Aye: 5** Treasurer Carr, Secretary Eustice, Chair Hodges, Vice-Chair Lentz, Member Granter

**GENERAL ANNOUNCEMENTS**

Treasurer Carr shared that Levy's Ferla bikes finally arrived at the Convention Center and were used for an event that took place last week.

**ADJOURNMENT**

The meeting adjourned at 3:20 p.m. The next regular scheduled meeting is on January 20, 2022 at 3:00 p.m.

DRAFT





**BOARD OF DIRECTORS REGULAR MEETING  
AGENDA  
January 20, 2022, 3:00 p.m.**

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*The public can participate remotely via Zoom: <https://zoom.us/j/94782127530>  
Meeting ID: 947 8212 7530 or by phone: 1 (669) 900-6833.*

**CALL TO ORDER**

Chair Hodges called the meeting to order at 3:04pm

**ROLL CALL**

Present: Kelly Carr, Spectra Venue Management  
Leo Wandling, I.A.T.S.E Local Union 134  
Pablo Barrera, I.B.T Local Union 153  
Barb Granter, California's Great America  
Eron Hodges, Hyatt Santa Clara  
Catherine Lentz, Forty-Niners Stadium Management Company  
Ruth Mizobe Shikada, City of Santa Clara (Ex-Officio)

Absent: Joe Eustice, Hilton Santa Clara  
Nadine Nader, City of Santa Clara

A quorum of 6 was met.

Attendance: Dan Fenton, Jones Lang LaSalle

**PUBLIC COMMENT**

*For public comment on items not on the Agenda that is within the subject matter jurisdiction of the Board.*

There were no public comments.

**CONSENT AGENDA**

*Matters listed in the Consent Agenda section will be considered routine by the Board and will be enacted by one motion. There will be no separate discussion of the items on the Consent Calendar unless discussion is requested by a member of the Board, staff or public. If discussion is requested, that item will be removed from the section entitled Consent Agenda and will be considered under Consent Items Pulled for Discussion.*

**CONSENT ITEMS PULLED FOR DISCUSSION**

**PUBLIC PRESENTATIONS**

*This item is reserved for persons to address the Board on any matter not on the agenda that is within the subject matter jurisdiction of the Board. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The Board or staff may briefly respond to statements made or questions posed and may request staff to report back at a subsequent meeting.*

## **GENERAL BUSINESS – ITEMS FOR DISCUSSION**

1. Action on the Delegation of Signing Authority to the Treasurer for Agreements, Amendments and Documents related to Employee Benefits Package not to exceed the Employee Benefits Package as previously approved by the Board.

Recommendation: Approve and delegate signing authority to the Treasurer for Agreements, Amendments and Documents related to Employee Benefits Package not to exceed the Employee Benefits Package as previously approved by the Board.

Chair Hodges provided background on the business purpose of this item and Treasurer Carr emphasized the importance of being able to quickly approve and process documents related to Employee Benefits Packages.

**A motion was made by Member Granter, seconded by Vice Chair Lentz, to approve and delegate signing authority to the Treasurer for agreements, amendments and documents related to employee benefits package not to exceed the employee benefits package as previously approved by the Board.**

**Aye: 5** Member Barrera, Member Granter, Chair Hodges, Vice Chair Lentz, Member Wandling

**Abstain:1** Treasurer Carr

2. Action on Amendment No. 1 to the Amended and Restated Fiscal Sponsorship Agreement with the City of Santa Clara.

Recommendation: Approve and authorize the Chair to execute Amendment No. 1 to the Amended and Restated Fiscal Sponsorship Agreement with the City of Santa Clara to extend the term through January 31, 2023.

Chairman Hodges provided background on this item and the purpose of executing Amendment No. 1 to the Sponsorship Agreement with the City of Santa Clara.

**A motion was made by Member Wandling, seconded by Treasurer Carr, to approve and authorize the Chair to execute Amendment No. 1 to the Amended and Restated Fiscal Sponsorship Agreement with the City of Santa Clara to extend the term through January 31, 2023.**

**Aye: 6** Member Barrera, Treasurer Carr, Member Granter, Chair Hodges, Vice Chair Lentz, Member Wandling

3. Action on the Engagement Letter with Petrinovich Pugh & CO LLP to Prepare the Federal and Requested State Corporate Income Tax Returns for Visit Santa Clara for Tax Years 2018-2021.

Recommendation: Approve and authorize the Chair to execute the Engagement Letter with Petrinovich Pugh & CO LLP to prepare the Federal and requested State corporate income tax returns for Visit Santa Clara for tax years 2018-2021.

Member Wandling asked if there are any penalties associated with the process of preparing the Federal and State Corporate Income Tax Returns. Dan Fenton responded saying the vendor is looking into the fees and will do their best to minimize any potential fees associated with the action. Chairman Hodges mentioned that Civitas quoted the fees as anywhere from \$50 - \$150, pointing out they were estimating fairly low fees.

**A motion was made by Treasurer Carr, seconded by Vice Chair Lentz, to approve and authorize the Chair to execute the Engagement Letter with Petrinovich Pugh & CO LLP to Prepare the Federal and Requested State Corporate Income Tax Returns for Visit Santa Clara for Tax Years 2018-2021.**

**Aye: 6** Member Barrera, Treasurer Carr, Member Granter, Chair Hodges, Vice Chair Lentz, Member Wandling

4. Review of Monthly Progress Report for December 2021.

Recommendation: Note and file Monthly Progress Report for December 2021.

Dan Fenton provided an update on the monthly progress report. He discussed the positive activity for the “Prospect”, “Tentative” and “Definite” categories. Fenton also touched on the page titled “Monthly Totals by Event Type,” highlighting the importance of having Sales Managers to do outreach and place calls to build the list of prospects. Fenton highlighted the challenge of identifying P1 business and qualifying the leads which is a critical KPI for the DMO, Spectra and Levy.

Treasurer Carr mentioned the sales team is still working off of the interim booking policy and the latest COVID variant has had a major impact on the prospects and bookings. Chair Hodges discussed the importance of quickly establishing a new identity as Discover Santa Clara™ as in-person events start to return to Santa Clara, highlighting the value of brand recognition during the decision-making process.

Dan Fenton reminded the group that the DMO sales leaders are up and running and

working towards the goals and will need the Board's support.

**A motion was made by Treasurer Carr, seconded by Member Granter, to note and file Monthly Progress report for December 2021.**

**Aye: 6** Member Barrera, Treasurer Carr, Member Granter, Chair Hodges, Vice Chair Lentz, Member Wandling

### **GENERAL ANNOUNCEMENTS**

Member Wandling mentioned the importance of the Santa Clara businesses working together to incentivize meetings and events to return to Santa Clara. Chair Hodges mentioned that the Board and the DMO will support any major events looking to book at Levi's Stadium and provide resources as needed.

### **ADJOURNMENT**

The meeting adjourned at 3:35 p.m. The next regular scheduled meeting is on February 17, 2022 at 3:00 p.m.

## SERVICE ORDER

**Offer Date:** 27 January 2022  
**Offer Expires:** 31 January 2022  
**KG Contact:** Jessica Parker  
 jparker@knowland.com

Knowland  
 1755 N Lynn St, Suite 600  
 Arlington, VA 22209  
 contracts@knowland.com

**Remittance Address:**  
 Knowland Group LLC  
 PO Box 347710  
 Pittsburgh, PA 15251-4710

### SUBSCRIBER:

**Legal Entity name:** Silicon Valley / Santa Clara DMO Inc.  
**d/b/a Property Name:** Discover Santa Clara  
**Street Address:** 5001 Great America Parkway  
**City, State, Zip:** SANTA CLARA, California 95054

**Contact Name:** Kelly Carr  
**Title:** Treasurer  
**Phone:** (408) 748-7095  
**Email:** [kcarr@discoversantaclara.org](mailto:kcarr@discoversantaclara.org)



### ORDER INFORMATION:

**Initial Term (number of months): 13**  
 "Initial Term" in this document means the first time period covered by this Service Order, irrespective of the Subscriber's history with Knowland.

**Price Increase Upon Renewal: to be determined**  
 After the Initial Term and upon each renewal, Knowland will increase the price. This Service Order has a "hard end date." Subscription will end after the initial term and an Amendment or new Service Order will be required in order to continue. Please email [clientcare@knowland.com](mailto:clientcare@knowland.com) to renew.

**Billing Terms:** Unless otherwise stated in the Service Order, Subscription fees begin on the first day of the Initial Term. **All payments are final.** Invoices will be emailed. Questions? Email [billing@knowland.com](mailto:billing@knowland.com).

**Payment Contingency:** This Service Order is contingent on Subscriber settling any open balances on account. All open balances (if any) must be settled prior to activation of Subscription listed below. In addition to all remedies available to Knowland by contract, in law or in equity, Knowland may consider this Service Order null and void if Subscriber fails to comply.

**Usage Restrictions:** Knowland retains all right, title and interest in the Products and Knowland Content. Subscriber acknowledges that it neither owns nor acquires any additional rights to the Knowland Content. Subscriber will have the right to access and use the Products and Knowland Content for its internal business purposes only. Subscriber will not release content to third parties.

**Marketing:** Subscriber authorizes Knowland to use Subscriber's logo on Knowland's website and in sales materials. With prior approval, Subscriber supports the development of joint press releases and case studies.

<b>Auto-Renew</b>	<b>Not Applicable</b> Subscription will end after the initial term and an Amendment or new Service Order will be required to continue.
<b>Payment Terms:</b>	<b>ACH monthly - via Knowland autopay (ACH required). Activation will be delayed until enrollment has been completed.</b>

### SUBSCRIPTION ORDER:

Start Date	End Date	Service(s)	Monthly Price
01 February 2022	28 February 2022	Knowland - Unlimited Markets -- complimentary	USD 0
01 March 2022	28 February 2023	Knowland - Unlimited Markets with Premium Contact Data - CVB Tier D	USD 1099 (List 2699)
		<i>Knowland Client Care</i>	<i>Included</i>
		<i>Knowland Product Training and Help Center</i>	<i>Included</i>

### PURCHASE TERMS

**This Service Order is governed by the General Terms and Conditions located at:**  
<https://www.knowland.com/termsandconditions2021>  
**which are incorporated in their entirety herein by reference.**

As of the latest signature date below (the "Effective Date"), for mutual promises herein and other good and valuable consideration, the receipt of which hereby is acknowledged, Knowland hereby agrees to sell and "Subscriber" hereby agrees to purchase the products or services specified in this Service Order while adhering to the terms and conditions set herein. Subscriber is responsible for any and all existing obligations, including any and all open and unpaid invoices. In the event of any conflict between the terms of this Agreement and the terms of any attachments, proposals, specifications, invoices, purchase orders, or any other documents or correspondence, the terms of this Agreement shall prevail. This Agreement may not be modified except by a subsequent writing executed by duly authorized officers of both Parties which expressly states that it is a modification of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Service Order to be executed by their duly authorized officers or representatives as of the Effective Date, either by signature below or by electronic signature.

FOR SUBSCRIBER:

**SIGN HERE →**

Printed Name: Eron Hodges

Printed Title: Chair

Signature Date:

*Signing as authorized agent of:*  
 Silicon Valley / Santa Clara DMO Inc.  
 dba Discover Santa Clara

FOR KNOWLAND:

**SIGN HERE →**

Printed Name: Matt Ziegler

Printed Title: Chief Financial Officer

Signature Date:

*Signing as authorized agent of:*  
 Knowland Group LLC  
 d/b/a Knowland

## General Terms and Conditions

Last Updated Date: December 10th, 2020

**DRAFT**

These Knowland General Terms and Conditions ("**Terms**") are agreed between The Knowland Group ("**Knowland**") and the subscriber identified in a signed order for Knowland services (a "**Service Order**") or the registration page on which these terms are associated (the "**Subscriber**"). These Terms will govern Subscriber's access and use of the Knowland product(s) specified in the Service Order and/or the registration page (the "**Products**") and, together with the Service Order, constitute the "**Agreement**."

PLEASE READ THIS AGREEMENT CAREFULLY. THE AGREEMENT GOVERNS SUBSCRIBER'S USE OF THE PRODUCTS, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE PRODUCTS (EACH A "**SERVICE**" AND COLLECTIVELY, THE "**SERVICES**"). IF SUBSCRIBER DOES NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, SUBSCRIBER MAY NOT ACCESS OR USE THE PRODUCTS OR THE SERVICES.

1. **DESCRIPTION OF SERVICE.** Knowland provides a suite of cloud-based meeting intelligence Products and reports on a subscription basis as part of the Services. Subscriber is choosing to subscribe to one or more Services as listed in the Service Order or registration page. Additional Service Orders and/or amendments may be executed to add or substitute Services. Knowland is constantly innovating to provide the best possible experience to its Subscribers, and Subscriber acknowledges and agrees that the Services may be enhanced from time to time without prior notice.
2. **ACCESS TO THE SERVICES.**
  1. **Access.** Subject to the terms and conditions contained in this Agreement, Knowland hereby grants to Subscriber a non-exclusive, non-transferable right to access the features and functions of the Products ordered under a Service Order as hosted or delivered by Knowland for Subscriber's internal business purposes during the access term specified in the Service Order up to the Service Limits. The term "**Service Limits**" means the limitations on use set forth on the Service Order. Knowland shall provide to Subscriber any necessary access protocols and documentation to access and use the Services. Subscriber acknowledges and agrees that the Services will not be used, and are not made available for use, in connection with any time-critical or mission-critical functions. Subscriber will ensure that its use of the Service complies with all applicable laws, statutes, regulations or rules.
  2. **Usage Restrictions.** Subscriber will have the right to access and use the Services and the materials, information and content available through the Services (collectively, the "**Knowland Content**") for their internal business purposes during the Term. Subscriber will not (a) create any derivative product from any of the foregoing, except that Subscriber may incorporate Knowland Content into Subscriber's work product and share such Knowland Content with Subscriber's employees, provided such use is for Subscriber's internal business purposes and otherwise complies with the confidentiality obligations set forth in this Agreement; (b) allow third parties other than Authorized Users to gain access to the Services or use the Services as a service bureau or reseller of access to the Services; or (c) remove or destroy any copyright notices or other proprietary markings contained on or in a Product or Knowland Content. "**Authorized Users**" shall mean those employees of Subscriber who access the Services for Subscriber's internal business purposes with a single email domain, unless Knowland approves otherwise in writing. For the avoidance of doubt, Authorized Users include any employee of Subscriber who is provided access to Knowland Content for Subscriber's internal business purposes, whether or not such employee has been expressly granted access to the

Product by Knowland. Authorized Users, however, shall not include any third party who accesses the Knowland Content for any purpose not contemplated by this Agreement. Subscriber agrees not to use any information obtained through the Services for any unlawful or unauthorized purpose. In addition, Subscriber may not access the Services for purposes of monitoring Knowland's availability, performance or functionality, or for any other benchmarking or competitive purposes. Subscriber also may not reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services or any Knowland Product, in whole or in part.

3. **No Sharing.** Any information obtained through the Services is intended only for use by Subscriber. Subscriber may not reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any portion of the Services or information obtained from Knowland to anyone other than Authorized Users without the express written consent of Knowland. If Subscriber has related properties (in that they share ownership, management, or sales teams) wishing to use the Services, then Knowland requires that each of those properties obtain their own subscription to the Services unless otherwise agreed in the Service Order.
  4. **Usernames and Passwords.** Subscriber will ensure that each username and password issued to an Authorized User will be used only by that Authorized User. Subscriber is responsible for maintaining the confidentiality of all Authorized Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Subscriber will notify Knowland promptly of any actual or suspected unauthorized use of Subscriber's account, usernames or passwords, or any other breach or suspected breach of this Agreement. Knowland reserves the right to terminate any username and password which Knowland reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Email inquiries should be sent to [clientcare@knowland.com](mailto:clientcare@knowland.com). For Subscribers located in the European Union, see Section 21.
  5. **Retained Rights; Ownership.** Subject to the rights granted in this Agreement, Knowland retains all right, title and interest in and to the Products and Knowland Content, and Subscriber acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement.
3. **CONTENT.** The Knowland Content are proprietary to Knowland and should be considered Knowland's Confidential Information, as defined in Section 12. For purposes of clarity, the parties acknowledge and agree that the "reader board" information that Knowland collects is Knowland Content.
1. **Right to use Knowland Content.** Subject to the terms and conditions herein, Knowland hereby grants Subscriber a limited, non-exclusive, non-transferable, revocable (only as set forth in this Agreement) license to use, display and reproduce the Knowland Content solely for Subscriber's internal business use in accordance with the terms of this Agreement and for no other purpose. Upon termination of this Agreement, Subscriber must promptly delete or destroy all documents and other materials representing any Knowland Content and all copies thereof.
  2. **Third-Party Content.** Over time, content from third parties may be made available to Authorized Users through the Services. Because Knowland does not control such content, Knowland does not make any warranties, representations, or assurances about such third-party content, including without limitation, regarding the completeness, accuracy, currency, suitability, or quality of the information in such content.



4. **FEES.** Subscriber agrees to pay all fees and other charges specified in the Service Order. Knowland's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Subscriber shall be responsible for payment of all applicable taxes, levies, or duties, excluding only United States taxes based solely on Knowland's income. The prices set out for the Services are exclusive of taxes and Subscriber will be responsible for all sales, goods, use, services, excise, value added, or other taxes imposed or assessed in connection with Knowland's provision of the Services. Subscriber agrees to pay all amounts due in full, without any deductions made for taxes of any kind, and Subscriber will pay to Knowland any such taxes that Knowland is required to collect under applicable law. Subscriber will provide Knowland with official receipts issued by the appropriate taxing authority, or such other evidence as Knowland may reasonably request, to establish that such taxes have been paid. Subscriber agrees to provide Knowland with complete and accurate billing and contact information and shall promptly update such information if it changes. All payments are final. Billing updates and questions should be sent to [billing@knowland.com](mailto:billing@knowland.com).
5. **PAYMENT.** Subscriber must pay the fees specified in the Service Order no later than fifteen (15) days after the date of Knowland's invoice, unless otherwise stated in the Service Order.
1. Any late payments will be assessed late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
  2. Subscriber will be charged a fee of \$25 for each returned check.
  3. Knowland may suspend access to the Services without notice if past due balances exceed sixty (60) days.
  4. Unless otherwise provided by the applicable payment processor or payment platform used in connection with Subscriber's payment for Services, Subscriber must notify Knowland in writing within seven (7) days after receiving Subscriber's credit card statement/invoice if Subscriber disputes any of Knowland's charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: [billing@knowland.com](mailto:billing@knowland.com).
6. **TERM.** The initial term of this Agreement will be as specified in the Service Order. The initial term may have two components: (a) a complimentary period of time (the "**Complimentary Period**"), and (b) the billable period of time (the "**Billable Period**") (collectively, the "**Initial Term**")
1. If the Service Order does not specify the Initial Term it shall be deemed to be one (1) year.
  2. After the Initial Term, and again after any Renewal Term, the Term shall automatically renew for a new term equal to the Billable Period portion of the Initial Term (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**"), unless one party provides the other party notice of non-renewal in writing as specified below in Section 7(a) within the time frame set forth in 7(a).

## 7. TERMINATION.

1. **Subscriber Termination.** Unless otherwise stated in the Service Order, Subscriber must notify Knowland of its intention to cancel or not-renew any specific Service no later than sixty (60) days prior to the end of the then current Term by email to [clientcare@knowland.com](mailto:clientcare@knowland.com).
  1. Such cancelation or non-renewal will become effective immediately following the end of the then-current Term. Unless Knowland agrees otherwise in writing, Subscriber will remain



responsible for payment for the Services up to and through the end of the then-current Term.

2. Emailed cancellation notices are not valid until confirmed by Knowland. A Knowland representative will confirm receipt and provide Subscriber with confirmation of the effective cancellation date. Cancellations are not accepted by telephone or any method other than described herein.

2. **Knowland Cancellation.** Knowland may cancel this Agreement or any specific Service for its own convenience, for reasons that may include, but are not limited to, market shutdowns or product sunsets, upon thirty (30) days' prior notice. In the event of Knowland's cancellation of this Agreement or any specific Service other than due to Subscriber's nonpayment or other breach, Subscriber shall only be responsible for payment for the affected Service(s) on a pro-rated basis through the effective date of termination.

3. **Termination due to Breach.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of this Agreement and fails to remedy the breach within thirty (30) days of written notice of such breach.

1. *Subscriber Breach.* During the period of any such breach by Subscriber, Knowland may suspend Subscriber's access to any of the Services in Knowland's sole discretion. In the event of Knowland's termination due to Subscriber's nonpayment or other breach, in addition to any amounts outstanding on Subscriber's account and any other remedies available to Knowland in law or in equity, Subscriber will be assessed an **early termination fee** in an amount equivalent to all fees that would otherwise have been charged through the end of the then-current Term.
2. *Knowland Breach.* In the event of Subscriber's termination due to Knowland's uncured material breach, Subscriber shall only be responsible for payment on a pro-rated basis through the effective date of termination.

4. If Subscriber terminates or cancels this Agreement and subsequently enters into a new Agreement with Knowland within twelve (12) months after termination, such new Agreement will be subject to a re-instatement fee equal to the fees that would have been due during such twelve (12) month period as if the Agreement had not been canceled or terminated.

5. If Subscriber's access to the Products or Services is discontinued by Knowland due to a violation of any portion of the Agreement by Subscriber or any Authorized User, then Subscriber agrees that it shall not attempt to re-register with or access Products or Services through use of a different name or otherwise, and Subscriber acknowledges that it will not be entitled to receive a refund for fees related to the Products and Services to which Subscriber's access has been terminated.

6. Upon expiration or termination of this Agreement, all rights granted hereunder to Subscriber shall cease. The provisions of Sections 3, 12, 15, 18, 19 and 20 will survive any termination of this Agreement or any specific Service Order.

8. **PRICE ESCALATION.** The Service Order lists the prices for the Services. Knowland may increase the prices after the Initial Term of the Agreement. Unless otherwise stated in the Service Order, the

price for each renewal term shall be increased by ten percent (10%) over the price for the prior Term. The new prices will be listed on the next Knowland invoice for the Renewal Term.

9. **SUBSCRIBER NETWORK.** Many Knowland Products depend on contacting users via email or users logging into Knowland's cloud-based website. Knowland is not responsible for website blockages due to Subscriber's spam, malware, virus, or any other filters or for any other technical reasons within Subscriber's network or technical infrastructure.
10. **ASSIGNMENT.** Subscriber may assign this Agreement upon Knowland's written approval, which approval will not be unreasonably withheld or delayed. If the new owner or manager chooses not to assume this contract, then the original Subscriber will be liable for an early termination fee equal to the remaining amount due for the current Term of the Agreement. If Subscriber undergoes a change of control, Subscriber will continue to be bound by the terms of this Agreement. Knowland may assign this Agreement in connection with any merger, consolidation, or reorganization involving Knowland, or a sale of all or substantially all of Knowland's assets.
11. **KNOWLAND ACCESS.** Knowland views Subscribers as industry partners in the data collection process, and access to the Services is conditioned upon Subscriber willingly sharing information with Knowland about its meetings and group business. "**Readerboard Data**" means usage information for all meeting and/or function space events being held at Subscriber's property. Readerboard Data must include at a minimum (but is not limited to) event name, date of event, group name, and meeting room/function space. During the Term of this Agreement, the following shall apply:
  1. If the Service Order requires "Self-reporting":
    1. Knowland will provide a self-reporting option that does not create an excessive administrative burden on Subscriber;
    2. Subscriber must provide daily Readerboard Data in a form reasonably acceptable to Knowland; and
    3. Subscriber represents and warrants that all reported Readerboard Data will be accurate, complete and truthful in all respects.
  2. If the Service Order requires "automated data collection" such as, but not limited to, "Amadeus Data Feed." (For simplicity, this Agreement refers to all automated data collection providers and platforms as "Amadeus." All references to "Amadeus" shall apply to any automated data collection provider or platform referenced in the Service Order or otherwise agreed upon by the parties.)
    1. Subscriber hereby authorizes Knowland to collect and use the Readerboard Data submitted via Amadeus that is housed on any Amadeus or Amadeus subsidiary's or affiliate's software, subscription product, or database. The data will be collected via an API feed directly from the Amadeus Sales & Event Management platform.
    2. Should the Subscriber at some point in the future no longer be an Amadeus customer, Subscriber agrees to comply with Self-reporting per Section 11.a).
    3. Subscriber agrees to execute a release form required by Amadeus (or other data collection providers) within 15 days of the execution of this agreement.

3. If the Service Order is silent on Self reporting and automated data collection, and does not otherwise specify a method for reporting Readerboard Data:
    1. Subscriber agrees to allow Knowland and its employees and agents access to Subscriber's premises for the purpose of recording Readerboard Data;
    2. Subscriber will not unreasonably restrict or block such access; and
    3. If Knowland requests access and Subscriber is unwilling or unable to comply fully with Knowland's request, then Subscriber will be required to supply the information by self-reporting per Section 11(a).
  4. Compliance with this Section 11 is a material term of this Agreement. Subscriber's breach of this Section 11 will entitle Knowland to terminate this Agreement for breach unless the breach is cured in accordance with Section 7(c) of this Agreement. In the event of Knowland's termination or cancelation of this Agreement or any Service pursuant to Section 7(c), Subscriber's obligations and Knowland's rights under this paragraph will continue until they otherwise would have expired, irrespective of such termination or cancelation.
  5. For the avoidance of doubt, Subscriber's Readerboard Data is not Confidential Information.
12. **CONFIDENTIALITY.** The parties acknowledge that during the performance of this Agreement, each party may have access to the other party's Confidential Information or Confidential Information of third parties that the disclosing party is required to maintain as confidential. "**Confidential Information**" shall mean all written or oral information, disclosed by either party to the other, related to the operations of either party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. For clarity, the Knowland Content is Confidential Information.
1. **Mutual Confidentiality Obligations.** Each party agrees to use Confidential Information disclosed by the other party only for the purposes described in these Terms and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party. To the extent practicable, each party will return or destroy, all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of this Agreement, provided that upon expiration or termination of this Agreement for any reason, Subscriber must delete or destroy all Knowland Content in accordance with Section 3.
    1. **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of the two paragraphs above will not apply to Confidential Information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction.
    2. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party to allow

such other party to make a reasonable effort to obtain a protective order; or to establish a party's rights under this Agreement, including to make such court filings as it may be required to do.

3. **Survival Period.** The obligations set forth in this Section shall survive the termination or expiration of this Agreement for a period of three (3) years.

13. **WARRANTIES.** Knowland warrants that it will provide the Services using commercially reasonable care and skill. Knowland represents and warrants that Knowland uses industry standard means to detect and remove viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate the contents of any databases, and/or the normal operation of any computer systems ("**Virus**"). To protect against the introduction of Viruses, Knowland shall follow commercially reasonable prudent procedures and use then-current commercially available Virus detection mechanisms to test Knowland's technology (within the limitations of such commercially available virus detection mechanisms) for all Viruses. Subscriber also represents and warrants that it uses commercially reasonable prudent procedures and then-current commercially available Virus detection mechanisms to generally protect its systems.
14. **DISCLAIMER.** KNOWLAND MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NONINFRINGEMENT, OR THE QUALITY, ACCURACY, COMPLETENESS, OR UTILITY OF ANY INFORMATION AVAILABLE THROUGH THE SERVICES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, AND SUBSCRIBER UNDERSTANDS THAT SUBSCRIBER ASSUMES ALL RISKS OF THE USE, QUALITY, AND PERFORMANCE OF THE SERVICES. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. KNOWLAND IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS OR ANY OTHER FORCE MAJEURE EVENT. KNOWLAND DOES NOT WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE.
15. **LIMITATION OF LIABILITY.** OTHER THAN A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) IN CONNECTION WITH THE USE OF THE SERVICES, EVEN IF A PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. KNOWLAND'S ENTIRE LIABILITY FOR ANY CLAIM RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO KNOWLAND FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD BEFORE THE CLAIM AROSE. THIS LIMIT APPLIES COLLECTIVELY TO KNOWLAND AND ITS LICENSORS, SUBSIDIARIES, CONTRACTORS, AND SUPPLIERS.
16. **COMPLIANCE WITH LAWS.** Each party, at its expense, shall fully comply with all applicable laws, rules, orders, regulations, and ordinances, including all applicable export control laws, rules, and regulations relating to provision of, access to, or use of any materials and Products. Subscriber agrees not to use any information obtained through the Services for any unlawful or unauthorized purpose. Subscriber agrees to indemnify, hold harmless, and defend Knowland for any claims, losses, or damages resulting from Subscriber's breach of this Section, to the extent allowed by law.

17. **PRIVACY.** Knowland will protect the privacy of Subscriber's personal information as described in Knowland's Privacy and Cookie Policy at <https://www.knowland.com/privacystatement>.
18. **NOTICE.** All notices related to this Agreement may be given by Knowland through the Services including, without limitation, via email or posting for access under "Agreement" on the home page of the Service or by mail to the last address given by Subscriber to Knowland. Notice by a Subscriber will be given to Knowland by mail to: (a) Knowland Group, LLC, 1735 N Lynn St, Suite 600 Arlington, VA 22209, or (b) the following email: [accounting@knowland.com](mailto:accounting@knowland.com). Subject to Section 7 with respect to cancelation notices, all other notices will be deemed given when posted on the Services or sent to the recipient's e-mail address or when received if sent by facsimile or mail.
19. **DISPUTE RESOLUTION.**

1. Choice of Law, Personal Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, as if performed wholly within the state and without regard to conflicts of law principles or the United Nations Convention on Contracts for the International Sale of Goods. The parties expressly consent to the personal jurisdiction of the state courts located in Arlington County, Virginia and the federal courts serving Arlington County, Virginia to resolve any dispute arising from or related to this Agreement.
2. Waiver of Jury Trial. SUBSCRIBER AND KNOWLAND HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO A TRIAL IN FRONT OF A JURY.
3. Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS AGREEMENT MUST BE LITIGATED AND RESOLVED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS; ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
4. Attorneys' Fees. In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

20. **GENERAL.**

1. The communications between Subscriber and Knowland may take place via electronic means, whether Subscriber uses the Products or sends Company e-mails, or whether Company posts notices on Products or communicates with Subscriber via e-mail. For contractual purposes, Subscriber (a) consents to receive communications from Knowland in an electronic form; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Knowland provides to Subscriber electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Subscriber's statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("**E-Sign**").
2. The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.



3. No failure or delay by a party in enforcing this Agreement shall be construed as a waiver, nor shall any waiver be effective, unless expressly set forth in a writing executed by the party waiving.
  4. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and the parties shall substitute for the affected portion an enforceable provision which closest approximates the intent and the economic effect thereof.
  5. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.
  6. This Agreement may be executed in counterparts, each of which will constitute an original and all of which together shall constitute one instrument. Facsimile, .pdf, and electronic signatures are acceptable and binding under this Agreement.
  7. This Agreement, including the Service Order and these Terms, constitutes the entire agreement between Subscriber and Knowland regarding the subject matter set forth herein, and this Agreement supersedes all prior proposals, representations, statements, negotiations, agreements and undertakings relating to such subject matter.
  8. Knowland shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics, quarantines, civil commotion, strikes or shortages of transportation facilities, fuel, energy, internet, labor or materials. If a force majeure event occurs that affects Knowland's performance of its obligations under the Agreement: (a) Knowland will provide notice as soon as reasonably possible; and (b) Knowland's obligations under the Agreement will be suspended and the time for Knowland's performance of its obligations will be extended for the duration of the force majeure event. If a force majeure event continues for more than 30 days after the Subscriber's receipt of notice from Knowland of the onset of a force majeure event, Subscriber may cancel the Services affected by the force majeure event. To cancel for this reason, please contact Knowland in accordance with Section 7(a).
  9. Subscriber acknowledges and agrees that Knowland has the right, in its sole discretion, to modify this Agreement from time to time. Subscriber will be notified of modifications through direct email communication from Knowland. Subscriber is responsible for reviewing and becoming familiar with any such modifications. Knowland will provide at least 30 days' advance notice of any modifications that will result in a material reduction in Subscriber's rights under this Agreement or an applicable Service Order, and any such modifications will require Subscriber's prior written approval.
21. **GDPR COMPLIANCE.** Additional terms and conditions applicable to Subscribers located in the European Union are located at: <https://www.knowland.com/termsandconditions-gdpr>.
22. **INTERNATIONAL PROVISIONS.** The following provisions shall apply only if Subscriber is located in the countries listed below.
1. United Kingdom. A third party who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.

2. Germany. Notwithstanding anything to the contrary in Section 15, Knowland is also not liable for acts of simple negligence (unless they cause injuries to or death of any person), except when they are caused by a breach of any substantial contractual obligations (vertragswesentliche Pflichten).

**AGREEMENT FOR SERVICES  
BETWEEN THE  
SILICON VALLEY/SANTA CLARA DMO, INC. AND  
SILICON VALLY ACCOUNTING SOLUTIONS**

**PREAMBLE**

This Agreement is entered into between **Silicon Valley/Santa Clara DMO, Inc.**, a non-profit mutual benefit corporation, (DMO), and **Silicon Valley Accounting Solutions**, a California State corporation, (Contractor). DMO and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

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

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

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



**2. TERM OF AGREEMENT**

- A. Initial Term. 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 March 1, 2022 and terminate on April 30, 2023.
  
- B. Option Terms. Upon expiration of the Initial Term, DMO has the option and sole discretion to extend this Agreement for services for a subsequent term of two (2) years (“Option Term One”) by serving notice to Contractor no later than 90 calendar days from the expiration of the Initial Term of its exercise of such option. Upon expiration of Option Term One, DMO has the option and sole discretion to extend this Agreement for services for a subsequent term of two (2) years (“Option Term Two”) by serving notice to Contractor no later than 90 calendar days from the expiration of Option Term One of its exercise of such option. The Initial Term plus any such renewal terms is sometime referred to herein as the “Term”.

<b>Option Term One</b>
May 1, 2023 – April 30, 2024
May 1, 2024 – April 30, 2025
<b>Option Term Two</b>
May 1, 2025 – April 30, 2026
May 1, 2026 – April 30, 2027

- C. No Automatic Renewals. There shall be no automatic renewal of this Agreement upon the expiration of the Initial Term or either Option Terms.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

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

**4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to DMO when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, DMO may make corrections or replace materials or services and charge Contractor for the cost incurred by DMO.

## 5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

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

## 6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, DMO shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Eighteen Thousand Three Hundred and Fifty Dollars and No Cents (\$18,350)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense.

## 7. TERMINATION

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

## 8. ASSIGNMENT AND SUBCONTRACTING

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

Contractor shall be as fully responsible to DMO for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Contractor, in the same manner and to the same extent as Contractor is for the acts and omissions of persons directly employed by it.

**9. NO THIRD-PARTY BENEFICIARY**

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

**10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of DMO and shall not have the authority or right of any kind to bind DMO in any manner. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held strictly confidential by Contractor and shall not, without the prior written consent of DMO, be used for any purposes other than the performance of the Services nor be disclosed to any person or entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise previously known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of DMO but Contractor may retain and use copies thereof solely for the purposes of providing services covered by this Agreement. DMO shall not be limited in any way or at any time in its use of said material.

**13. RIGHT OF DMO TO INSPECT RECORDS OF CONTRACTOR**

DMO, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the

books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to DMO. Any expenses not so recorded shall be disallowed by DMO. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the DMO.

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

#### **14. HOLD HARMLESS/INDEMNIFICATION**

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

## 15. INSURANCE REQUIREMENTS

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

## 16. WAIVER

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

## 17. NOTICES

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

Silicon Valley/Santa Clara DMO, Inc.  
Attention: Board of Directors Chair  
5001 Great America Parkway  
Santa Clara, CA 95054  
and by e-mail at [ehodges@discoversantaclara.org](mailto:ehodges@discoversantaclara.org)

And to Contractor addressed as follows:

Silicon Valley Accounting Solutions  
5201 Great America Parkway, Suite 360  
Santa Clara, CA 95054  
and by e-mail at [elaine@svaccounting.com](mailto:elaine@svaccounting.com)

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

## 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered.

**19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no DMO director, officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise DMO if a conflict arises.

**20. FAIR EMPLOYMENT**

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

**21. NO USE OF DMO NAME OR EMBLEM**

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument. Electronic copies of signed signature pages transmitted electronically by any Party to the other Party either by facsimile or via the Internet (e.g., in a "pdf" or "tif" format data file or comparable format) will be deemed binding originals for all purposes and will be deemed delivered for all purposes when any such copies are received by the other Party.

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

**SILICON VALLEY/SANTA CLARA DMO, INC.**  
a California non-profit mutual benefit corporation

Dated: \_\_\_\_\_

ERON HODGES  
Chair  
5001 Great America Parkway  
Santa Clara, CA 95050  
Telephone: (408) 748-7095

"DMO"

**SILICON VALLEY ACCOUNTING SOLUTIONS**  
a California corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Elain Orgain

Title: President

Principal Place of Business Address: 5201 Great America Parkway, Suite 360  
Santa Clara, CA 95054

Email Address: elaine@svaccounting.com

Telephone: (408) 260-5250 Ext. 102

"CONTRACTOR"

## EXHIBIT A SCOPE OF SERVICES

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

**1. Assessment and transition of current QuickBooks (QBO) data and processes to meet GAAP standards** (Estimated March 1 – March 31, 2022)

- 1.1. Build GAAP compliant Chart of Accounts.
- 1.2. Assess need and recommend appropriate add-on software for efficient data management.
- 1.3. Identify lines of the business to be tracked individually.
- 1.4. Implement systems to automate data acquisition wherever practical.
- 1.5. Reconcile starting fiscal year balances with prior tax returns or audit reports.
- 1.6. Generate supportable Balance Sheet account balances.
- 1.7. Confirm reputable payroll service with full tax reporting is in place and linked to QBO.
- 1.8. Create auditable processes for all accounting functions.
- 1.9. Document workflow and approval processes.

**2. Recurring Recordkeeping** (Estimated start April 1, 2022)

- 2.1. Enter bills payable, secure approvals, and schedule timely payment.
- 2.2. Enter bank transactions from linked download and match to receipts.
- 2.3. Enter credit card charges from linked download and match to receipts.
- 2.4. Record Revenue for any/all forms of income or funding.
- 2.5. Process semi-monthly payroll (confirm frequency) through ADP.
- 2.6. Record accrual-based journal entry transactions (i.e., Prepaids, accruals, etc.).
- 2.7. Download, match and reconcile bank and credit card statements monthly.

**3. Monthly Close and Reporting** (Estimated start April 1, 2022)



- 3.1. Synchronize data sharing and reporting among all active systems.
- 3.2. Produce and enter accrual-based journal entries for depreciation, revenue recognition, and amortizations as necessary.
- 3.3. Reconcile all Balance Sheet accounts as of cut-off date.
- 3.4. Produce financial reporting package (including reports defined by management).
- 3.5. Prepare and file estimated tax deposits, Sales Tax returns, and other periodic reports.
- 3.6. Produce reports and dashboards for management and board of director presentation.

**4. Other Related Activities** (may include but is not limited to)

- 4.1. Interface with tax professionals for annual reports.
- 4.2. Audit and issue form 1099-MISC and 1099-NEC by Jan 31.
- 4.3. Reconcile Wages to IRS Form W-3.
- 4.4. Interface with and provide workpapers for auditors (if required).

**EXHIBIT B  
SCHEDULE OF FEES**

Contractor shall bill DMO on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by DMO and subject to verification and approval by DMO. DMO will pay Contractor within thirty (30) days of DMO's receipt of an approved invoice.

**1. MAXIMUM COMPENSATION**

1.1. The maximum compensation the DMO will pay the Contractor for all professional fees, costs, and expenses provide under this Agreement shall not exceed **Eighteen Thousand Three Hundred and Fifty Dollars and No Cents (\$18,350)** during the Term of the Agreement.

**2. FEES**

2.1. All work shall be billed hourly in quarter hour increments at the rates listed below. Services shall be performed by Controller-level staff utilizing efficiency tools to expedite recurring transaction work.

<b>Position</b>	<b>Hourly Rate</b>
CFO	\$240.00/hour
Controller	\$175.00/hour

2.2. Travel shall be billed at one half of the stated rate.

**3. ESTIMATED FEES**

<b>Description</b>	<b>Estimated Cost</b>
<b>Item 1. Assessment and transition of current QuickBooks (QBO) data and processes to meet GAAP standards</b>	\$750.00
<b>Item 2. Recurring Recordkeeping and Item 3. Monthly Close and Reporting</b>  Estimated at 6-7 hours or \$1,000.00 - \$1,300.00 for recurring accounting starting April 1, 2022.	\$15,600.00
<b>Item 4. Other Related Tasks</b>  As requested by DMO and assuming work can be performed by Contractor, any proposed additional tasks and materials and its related costs will be provided to the DMO in writing and is	\$2,000.00

subject to DMO approval prior to provision of such additional work or material.	
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**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

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

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than

one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

**C. WORKERS' COMPENSATION**

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

**D. PROFESSIONAL LIABILITY**

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the DMO Attorney.

**E. COMPLIANCE WITH REQUIREMENTS**

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

1. Additional Insureds. Silicon Valley/Santa Clara DMO, Inc., its directors, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for DMO, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording

making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitees may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnitees may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

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

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

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

**F. ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and DMO agree as follows:

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

DMO or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to DMO. It is not the intent of DMO to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against DMO for payment of premiums or other amounts with respect thereto.

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

#### **G. EVIDENCE OF COVERAGE**

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

#### **H. EVIDENCE OF COMPLIANCE**

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

Silicon Valley/Santa Clara DMO, Inc.  
5001 Great America Parkway  
Santa Clara, CA 95054

#### **I. QUALIFYING INSURERS**

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



*Santa Clara Convention Center*

**Monthly Sales Progress Report**  
January 2022

Updated: 02-09-22





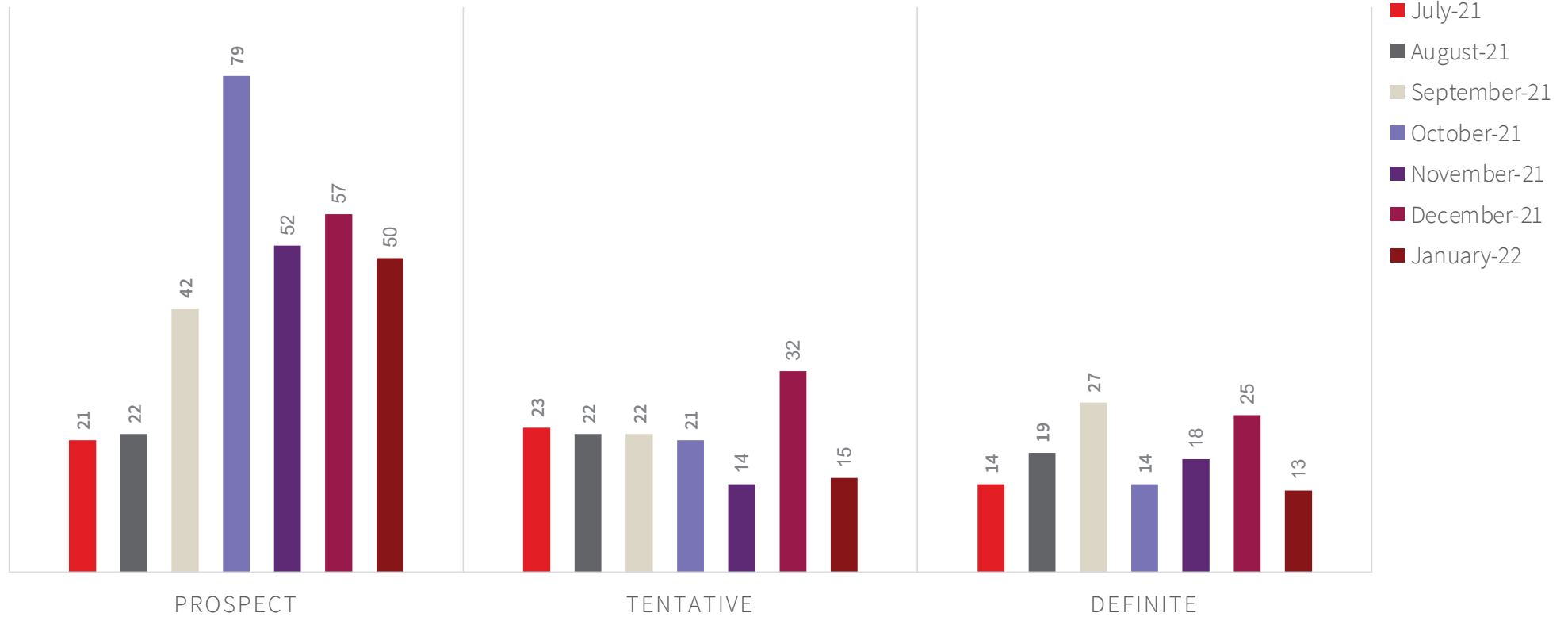
# Sales Meeting Topics



## Discussion Topics:

- Review monthly sales report
  - Monthly Lead Trends
  - Prospect activity
  - Tentative conversion
  - Definite conversion
  - Lost events by reason
  - Pace to budget
  - Pace to booking goals

# Monthly Lead Trends | FY 21-22



# Monthly Totals by Event Type



	<b>P 1 - P 2</b>	<b>P 3 - P 5</b>
Current Active Prospects	68	406

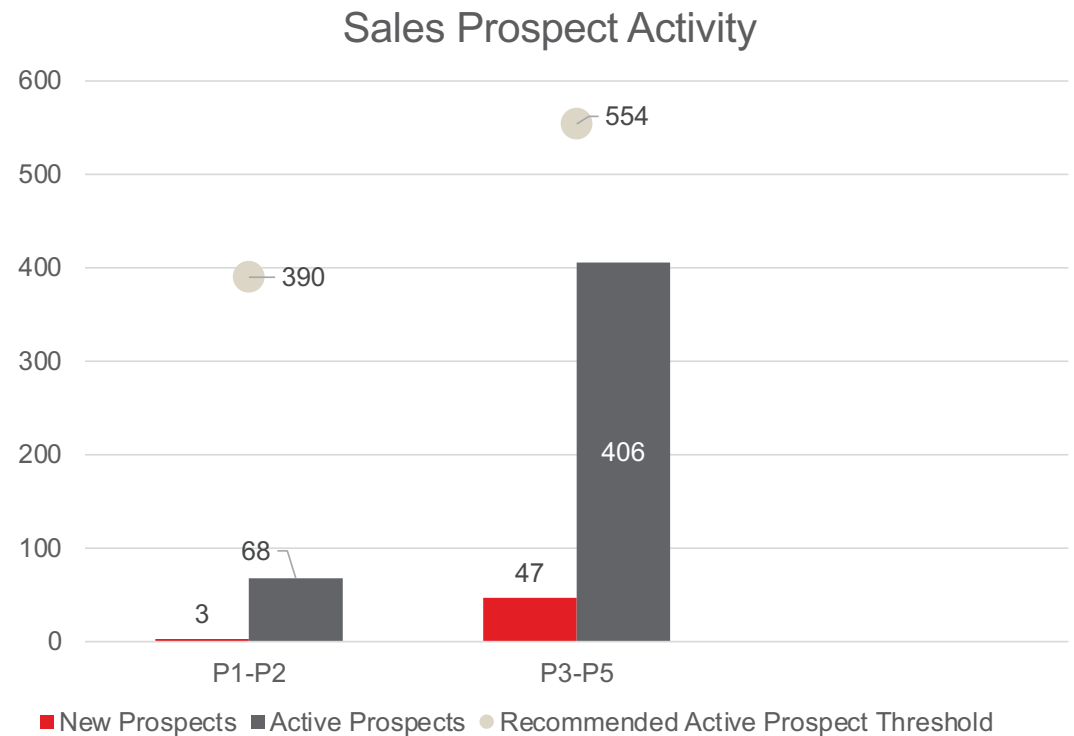
<b>January</b>	<b>P 1 - P 2</b>	<b>P 3 - P 5</b>
New Prospects	3	47
New Tentatives	2	13
New Definites	0	13

# SCCC Sales Prospects



The sales teams across all partners added **50** new prospects for the SCCC in the month of January.

- There is a goal to maintain a certain level of sales activity.
  - P1-P2 = **390 (current staffing levels)**  
*770 (proposed staffing levels)*
  - P3-P5 = **554**
- New prospects added represent:
  - 17,506 room nights and 42,295 attendees
  - \$5,164,902 in Overall Projected Building Spend
- Economic Impact
  - To be added for months going forward



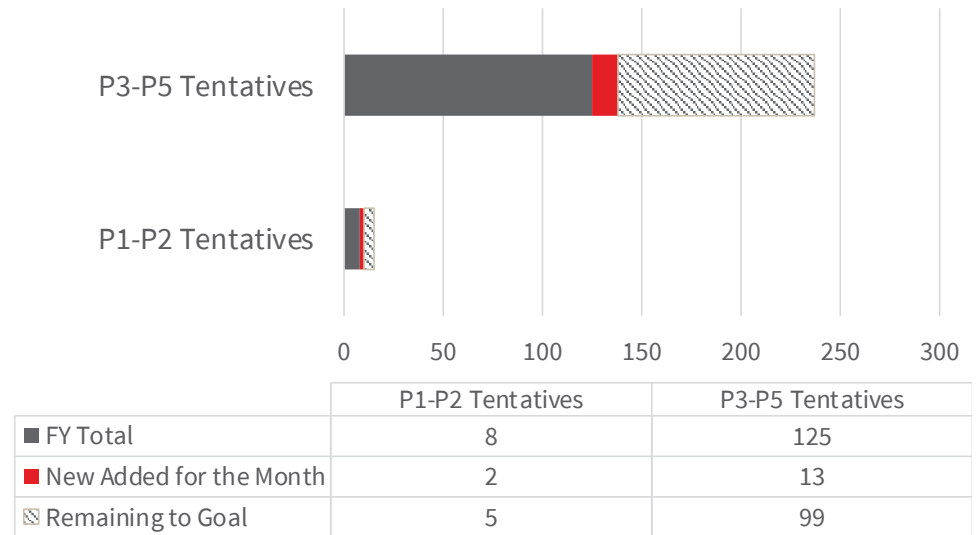
# SCCC Sales Tentative Events



The sales teams across all partners added **15** new tentative events for the SCCC in the month of January.

- There is a goal to achieve **252** tentatives annually
- The SCCC team achieved **53%** of its overall annual goal
  - Spectra achieved 69% of 119
  - Levy achieved 52% of 119
- The DMO team has achieved **67%** of its annual goal
- The conversion rate from prospect to tentative YTD is **31%**
- Economic Impact
  - To be added for months going forward

Total Tentatives Funnel



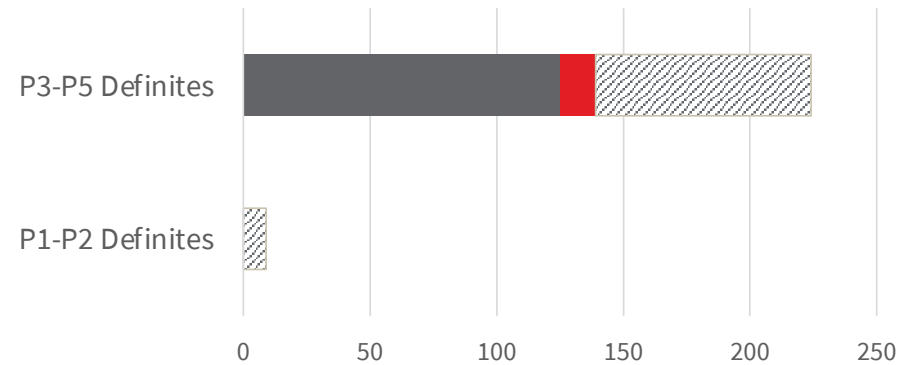
# SCCC Sales Definite Events



The sales teams across all partners added **13** new definite events for the SCCC in the month of January for future dates.

- The SCCC teams FY definite booking goal is **224**
  - Spectra’s goal is 30
  - Levy’s goal is 194
- The DMO FY definite booking goal is **9**
- The conversion rate from tentative to definite YTD is just over **9%**
  - Spectra booked 10
  - Levy booked 3
- Economic Impact
  - To be added for months going forward

Total Definites Funnel



	P1-P2 Definites	P3-P5 Definites
■ FY Total	0	125
■ New Added for the Month	0	14
▨ Remaining to Goal	9	85

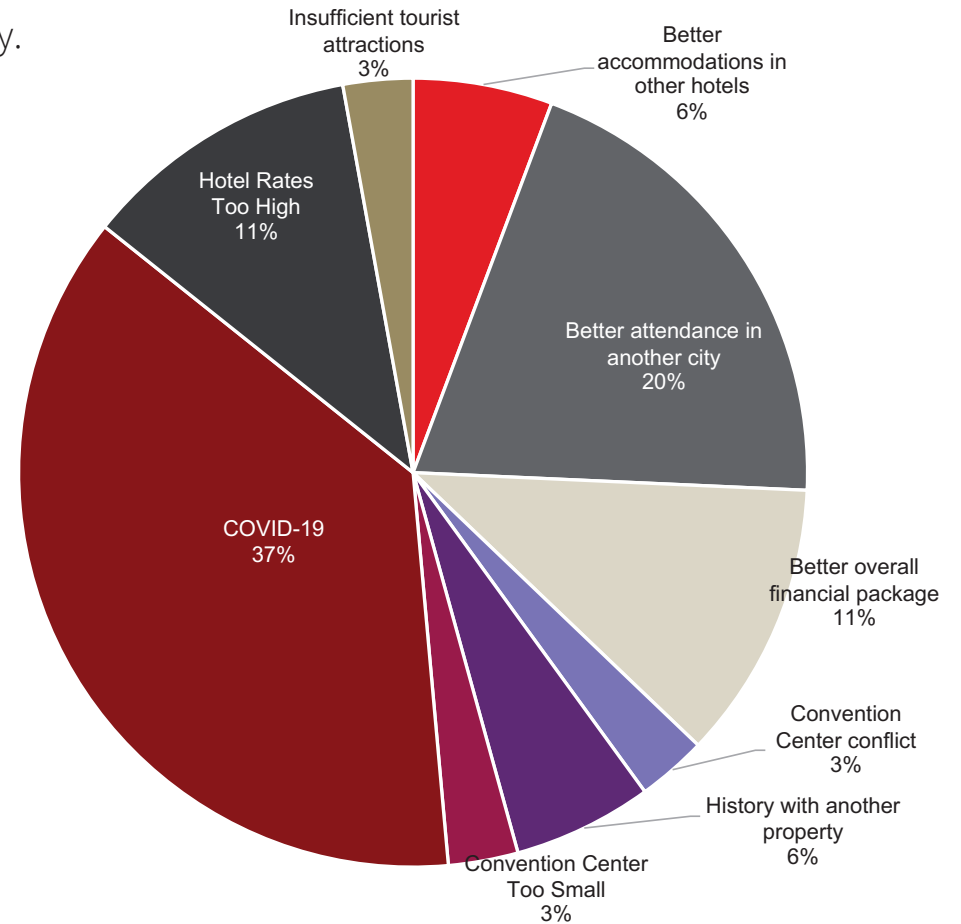
# SCCC Sales Lost Events



## Lost Business by Reason YTD

There were 1 pieces of lost business in the month of January.

- The events represented:
  - 750 attendees
  - \$202,000 in SCCC revenue (rental + F&B)
- Economic Impact
  - To be added for months going forward

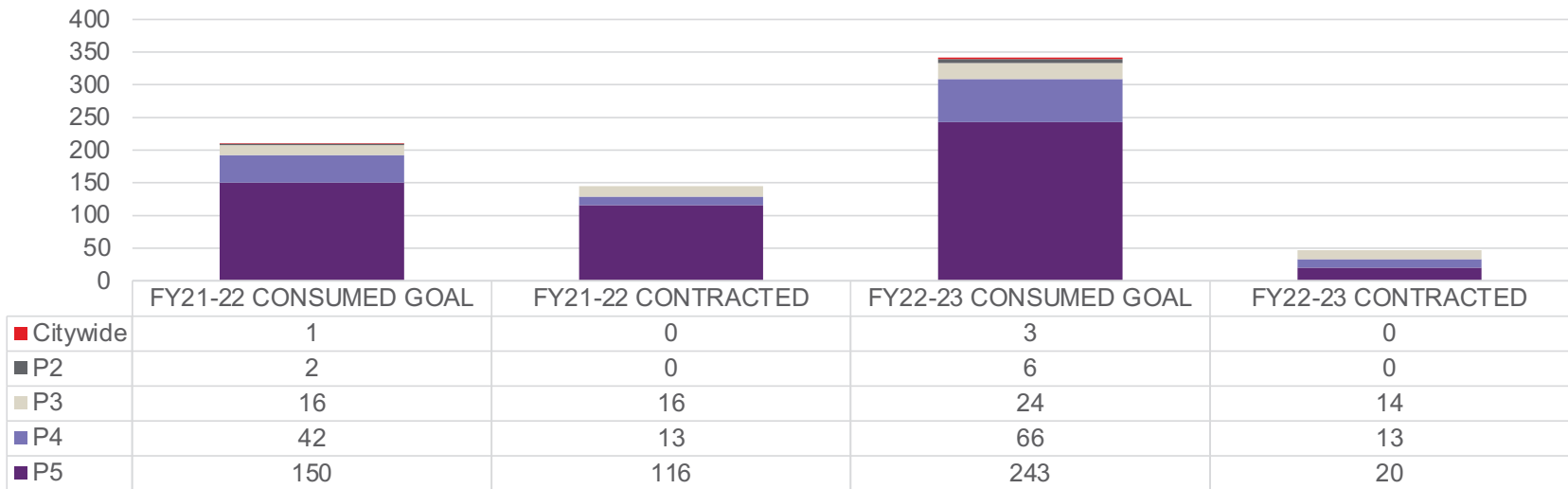


# FY Budget Events (consumed in this FY)



**Business Mix**  
 38% room night generating events FY21-22 Budget  
 38% Room nights generating events FY22-23 Budget

FY Consumed Goals





# Event Mix Goal to Full Optimization



SCCC Event Mix Goal to Full Optimization

Full Optimization from here forward

