ANCHIN

Your Expert Partner

Technology and Software Revenue Recognition ASC Topic 606

Tuesday, December 17, 2019

Presented by:

Dan Shea, CPA – Quality Control Partner

Chris Noble, CPA – Technology Industry Group Leader

The information included in this presentation is for general information only. Any advice or information provided by Anchin, Block & Anchin LLP (“Anchin”) in the course of the presentation is based on a limited discussion and analysis of underlying facts. Additional research or a more complete review of the facts could significantly affect Anchin’s analyses and conclusions. Consequently, Anchin makes no representations or warranties of any kind with respect to the accuracy, completeness or suitability for your purposes of the information contained in the presentation. Please reach out to your Anchin contact if you require a more detailed analysis.

ANCHIN
Your Expert Partner

Revenue recognition now provides for license guidance which has additional provisions beyond the general revenue recognition guidance.

ANCHIN
Your Expert Partner

License Guidance – Hosting Arrangement

If a software license is attached to a hosting arrangement it would not be subject to the license guidance unless two criteria are met:

1. The customer has the contractual right to take possession of the software at any time during the hosting period without significant penalty, **and**
2. It is feasible for the customer to either run the software on its own hardware or contract with another party unrelated to the vendor to host the software.

ANCHIN
Your Expert Partner

License Guidance – When to Recognize Revenue

Revenue cannot be recognized from a license of intellectual property before a copy (or makes available a copy) of intellectual property is given to the customer, and the beginning of the license period.

ANCHIN
Your Expert Partner

Example: Delivery of Software Key

ABC Corp. enters into a contract with a Customer on December 30, 2019 to grant a license to Software Product A for 15 named users. ABC makes the software available for download immediately after the contract is executed, but requires an access key. The contract stipulates that ABC will provide the access key when Customer provides the list of the 15 named users to ABC. Once the user list is received, ABC can immediately generate the access key and provide it via email to Customer.

Absent consideration of the software key, ABC would transfer control of the license to Customer on December 30, 2019 (which is the beginning of the license period). Customer provides the list of named users to ABC, and ABC provides the software key to Customer, on January 15, 2020.

Example: Delivery of Software Key (Continued)

Analysis:

Although ABC does not provide the key until January 15, 2020, ABC transfers control of the license to Product A on December 30, 2019. This is because, even though Customer cannot begin to use the software until the access key is provided, it was within Customer's control to obtain the key at any point in time after the software was made available to Customer for download.

ANCHIN
Your Expert Partner

License Guidance – Right to Use vs Right to Access

Technology licenses are usually considered **right to use and therefore point in time** unless the intellectual property is expected to change substantively during the license period and the customer has a contractual or practical requirement to use the updated intellectual property. If these criteria exist the license would be considered **right to access and be recognized over time**. An example of this would be virus protection software.

ANCHIN
Your Expert Partner

License Guidance – Right to use license

A right to use license (generally point in time recognition) that is a combined performance obligation with other promises (e.g. PCS, unspecified upgrades and enhancements) should be analyzed as a combined separate performance obligation to determine what is the appropriate recognition period (point in time or over time). As the promises are non-distinct this would likely be due to the significant nature of the other promises being provided over time. This would support the position to recognize revenue over time.

ANCHIN
Your Expert Partner

License Guidance – Sales based or usage based license

Sales based or usage based royalty of licenses should be recognized at the later of the subsequent sale/usage or the performance obligation being satisfied/partially satisfied.

ANCHIN
Your Expert Partner

1. Identify the Contract with a Customer
2. Identify Separate Performance Obligations
3. Determine the Transaction Price
4. Allocate the Transaction Price to the Separate Performance Obligations
5. Recognize Revenue when (or as) the Performance Obligations are Satisfied

ANCHIN
Your Expert Partner

STEP 1 – IDENTIFY THE
CONTRACT WITH A
CUSTOMER

Termination Clause

Is there a termination clause?

- Consideration should be given to both monetary damages as well as other damages such as re-performance costs.

If there is a termination clause and…

- there **are** substantive penalties then the contract will not have to be modified to incorporate the termination provision.

- the penalties **are not** substantive, then the term of the contract will need to be adjusted.

ANCHIN
Your Expert Partner

Example – Termination Clause

SaaS provider Z enters into a four-year SaaS contract with a customer. The customer is required to pay a nonrefundable annual fee of $50,000, which is the standalone selling price for the service.

To determine the duration of the contract in each of the scenarios, the entity considers these facts and whether the contract provides cancellation rights and termination penalties:

Scenario A: Assume no cancellation rights are provided to either party. In this case, the enforceable rights and obligations exist for the entire stated contractual term, and the contract duration is four years.

Example – Termination Clause (Continued)

Scenario B: Assume the contract provides the customer with a right to cancel the contract at the end of each year without cause but with a termination penalty. The penalty decreases annually throughout the contract term at the end of each year. The following illustrates the payments under the contract:

	Year 1	Year 2	Year 3	Year 4
Annual Fee	$50,000	$50,000	$50,000	$50,000
Termination penalty	$150,000	$100,000	$50,000	-

Analysis:

If SaaS provider Z determines that the penalty is substantive in each period, enforceable rights and obligations exist for the full stated contractual term of four years.

ANCHIN
Your Expert Partner

Example – Termination Clause (Continued)

Scenario C: Assume the contract provides the customer with a right to cancel at the end of each year with no termination penalty.

Analysis:

SaaS provider Z determines that the contract duration is one year, with options to renew for each of the following three years because the customer can choose whether to receive the service during those years. That is, SaaS provider Z determines that enforceable rights and obligations do not exist throughout the entire stated contractual term because there is no substantive termination penalty. The options to renew are not material rights because they are offered at the standalone selling price of $50,000.

Should two or more contracts be combined to account for as one contract?

- The determination of whether to combine two or more contracts is made at contract inception.

- Contracts should be combined if two or more contracts with the same customer were entered into at or near the same time and **one or more of the following** are met:
  a) The contracts are negotiated as a package with a single commercial objective
  b) The amount of consideration to be paid in one contract depends on the price or performance of the other contract
  c) The goods or services promised in the contracts are a single performance obligation

ANCHIN
Your Expert Partner

1. Contract modifications are accounted for as a **separate contract** only if:
   a) The goods and services are distinct, and
   b) The price of the added goods and services reflect stand alone selling price

2. Contract modifications are not accounted for as a separate contract for either of the following:
   a) **Accounted for prospectively**: If goods and services under the modification are distinct but price of added goods or services are not at stand-alone selling prices. Any unrecognized revenue from original contract and additional consideration is combined for new contract.
   b) **Cumulative catch up adjustment on original contract**: If the added goods and services in the modification are not distinct, and are part of a single performance obligation that is only partially satisfied when the contract is modified.

ANCHIN
Your Expert Partner

Facts:

- ABC Company enters into a three year service contract with customer for $100,000 per year, which is the stand along selling price at contract inception.

- After 2 years, the following modifications are made:
  1. The fee for the 3rd year is reduced to $80,000
  2. The contract is extended for another 3 years at $75,000 per year

- The stand alone selling price is $80,000 at the time of modification.

ANCHIN
Your Expert Partner

Example of Contract Modification (Continued)

Analysis:

- Although the additional services are distinct, they are below the stand alone selling price. As such, the existing contract is modified and accounted for on a prospective basis. The additional services would be added to the remaining deliverables on the existing contract at the time of the modification.

- Consideration remaining on existing contract: 1 year at $80,000
- Consideration on extended portion of contract: 3 years at $75,000 per year
- Total consideration to be received: $80,000 + $75,000 x 3 = $305,000
- $305,000 / 4 years = $76,250 per year to be recognized as revenue

Example of Contract Modification (Continued)

Change in facts:

The only modification was an extension of term for 3 years at $75,000 / year which represents the stand alone selling price at that time.

Analysis:

- A new contract is created for the modification as the added services are distinct and was priced at the stand alone selling price.
- The original contract continues to be accounted for as it was previously.

ANCHIN
Your Expert Partner

ANCHIN
Your Expert Partner

Performance Obligations

- For each contract identify all performance obligations.

- A performance obligation is the contractual promise by an entity, to transfer to a customer, **distinct goods or services**, either individually, in a bundle, or as a series over time

ANCHIN
Your Expert Partner

Examples of potential performance obligations for software/technology companies:

1. Software licenses
2. Software as a service (SaaS) subscription
3. Unspecified or specified future updates or upgrades/enhancements
4. Specified or unspecified additional software products
5. Exchange and platform transfer rights
6. Post-Contract Customer Support (PCS)
7. Installation
8. Training
9. Other professional services (project based or hourly)

ANCHIN
Your Expert Partner

Distinct goods or services

- A good or service that is promised to a customer is distinct if **both** of the following criteria are met:

  1. The customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer (e.g. the good or service is **capable of being distinct**).

  2. The entity's promise to transfer the good or service to the customer is separately identifiable from other promises in the contract (i.e. the promise to transfer the good or service is **distinct within the context of the contract**).

ANCHIN
Your Expert Partner

Factors that indicate two or more promises are not distinct within the context of the contract

1. The entity provides a significant service of integrating the goods or services with other goods or services promised in the contract into a bundle of goods or services that represent the combined output or outputs **for which the customer has contracted**.

2. One or more of the goods or services significantly modify or customize, or are significantly modified or customized by, one or more of the other goods or services promised in the contract.

3. The goods or services **are highly interdependent or highly interrelated**. In other words, each of the goods or services is significantly affected by one or more of the other goods or services in the contract.

ANCHIN
Your Expert Partner

Example – Sale of hardware and installation services

Company A enters into a contract to sell hardware to a customer along with installation services. Company A always includes the installation services. The services are not complex and the customer is able to install on their own should they choose to.

- **Analysis**: The sale of hardware and installation services are considered <u>two separate</u> performance obligations.
  - Customer can benefit from the hardware on its own as the installation services are not complex.
  - The installation services do not significantly modify, integrate or customize the hardware.
- Even though Company A does not sell services separately, the transaction price should be allocated between the two separate performance obligations.

Change in facts – previous example

- In addition to the hardware and installation services, Company A provides customer with a license to software that is embedded on the hardware.
  - This software is integral to the functionality of the hardware
  - The installation services customize and integrate the hardware into the customer's information technology environment and only Company A could provide this installation.

- **Analysis:** The hardware with embedded software along with the installation services are one performance obligation

- Since the license is a component of the hardware and is integral to the functionality of the hardware, it is not considered distinct.

ANCHIN
Your Expert Partner

Options Included in the Contract

If granting a customer the option to acquire additional goods or services, a performance obligation for these additional items exists if the option provides a **material right** to the customer that it would not receive without entering into that contract (such as certain discounted renewal options, discount vouchers, sales incentives, loyalty points, etc.)

- A material right exists if future goods/services are being offered below what is generally offered to similar customers.
- The amount allocated to the material right is the excess of incremental discount being offered above what is generally offered to similar customers.

ANCHIN
Your Expert Partner

Options Included in the Contract (Continued)

- Determination as to whether an option exists should consider what is implied in the contract (e.g. customer expectation such as past/business/industry practice, correspondence with marketing people and marketing materials)

- The entity recognizes revenue when those future goods or services are transferred or when the option expires.

ANCHIN
Your Expert Partner

A series of distinct goods or services that are substantially the same and have the same pattern of transfer to the customer are considered a single performance obligation that will be recognized over time.

- Examples:
  1. Cybersecurity incident response agreement/services
  2. Technical or helpdesk support services
  3. Hosting services

ANCHIN
Your Expert Partner

ANCHIN
Your Expert Partner

Amounts promised in a contract that includes a variable amount such as discounts, rebates, refunds, credits, price concessions, incentives, performance bonuses, penalties, or SLA's (i.e. guarantee of a product's or service's performance or a guarantee of warranty service response rates).

Transaction Price for Variable Consideration

Two Methods:

1. **Expected value method** - sum of probability-weighted amounts in a range of possible consideration amounts
2. **Most likely amount** - the amount within a range that is most likely. This occurs when there are two outcomes only.

Next a **constraint** must be considered:

- Variable consideration is only recognized if it is probable that a subsequent change in the estimate would not result in a significant reversal of cumulative revenue recognized at the contract level (estimated to be between 80%-90%).
- At the end of each reporting period, an entity shall assess its estimated transaction price including updating its estimate of variable consideration

Example: Performance Bonus

Company A enters into a contract with a customer to complete a project for $500,000.

- If completed by a certain date, consideration will include an additional $100,000
- For every week past the completion date that the service is not completed, the additional consideration will be decreased by $25,000
- Company A estimates there is a 50% likelihood of being completed on time, 25% likelihood of being 1 week late and 25% chance of being 2 weeks late.

Example: Performance Bonus (Continued)

Analysis:

- Expected value method should be used:

$100,000 x 50%	=	$ 50,000
$ 75,000 x 25%	=	18,750
$ 50,000 x 25%	=	12,500
Total variable consideration to be included before constraint		**$ 81,250**

- In consideration of the constraint, the $81,250 has been reduced to $50,000 as $50,000 has a greater than 80-90% likelihood of not being reversed.

ANCHIN
Your Expert Partner

Consideration Payable to a Customer

Consideration paid or payable to a customer (e.g. revenue sharing arrangement) includes cash amounts that an entity pays, or expects to pay, to the customer that can be applied against amounts owed to the entity.

Should be accounted for as a reduction to the transaction price unless the payment to the customer is in exchange for a distinct good or service.

Significant Financing Component

Required if the timing of payments provides either the customer or the entity with a significant benefit of financing the transfer of goods or services.

- Factors to consider:
  - Difference between the consideration and cash selling price
  - Combined effect of interest rates and length of time between transfer of control of the goods and services and payment
  - If extended terms are for reasons other than financing (such as large up front installation costs, more likelihood of renewals, etc.)
  - If period between transfer and payment is 12 months or less, practical expedient may be elected to not account for any significant financing component

- Impact of significant financing component:
  - Advance payments / deferred revenue would result in increased revenue and interest expense (financee).
  - Extended payment terms would result in decreased revenue and interest income (financer).

ANCHIN
Your Expert Partner

ANCHIN
Your Expert Partner

- Transaction price is allocated to each separate performance obligation based on relative standalone selling prices (SSP) of the goods or services.

- Allocation to consider variable consideration and material rights.

- Determined at contract inception and **<u>NOT</u>** updated subsequently

- Best evidence of SSP is observable price of good/service when sold separately. If selling price is not directly observable, it should be estimated…

ANCHIN
Your Expert Partner

Methods to Estimate SSP

1. **Adjusted market assessment approach**
   - Based on estimate of the price that a customer would be willing to pay
   - Refer to competitors' prices for similar goods or services
2. **Expected cost plus a margin approach**
   - Forecast expected costs of satisfying a performance obligation plus an appropriate margin
3. **Residual approach (in limited circumstances)**
   - Total transaction price less the sum of the observable standalone selling prices of other goods or services promised in the contract. Should not be used if the residual performance obligation is allocated an unreasonable amount.

ANCHIN
Your Expert Partner

Allocating discounts and variable consideration

- Typically allocated to all of the performance obligations based on their relative standalone selling prices.

- However, if certain criteria are met, may be allocated to only one or more performance obligations in the contract rather than to all performance obligations (e.g. SLA's for a SaaS performance obligation that does not pertain to a separate performance obligation such as installation or training).

Example 1: Allocating transaction price based on standalone selling price

ABC sells one-year of SaaS and up-front implementation services for a total fee of $500,000, with stated contract prices of $450,000 for the SaaS and $50,000 for the implementation services. Both the SaaS and the implementation services are deemed to be separate performance obligations and there are no variable consideration that need to be allocated to the performance obligations.

- ABC has established a narrow range of observable stand-alone selling prices for its SaaS and implementation services.

Performance obligation	Range of stand-alone selling prices
One year of SaaS	$460,000 to $500,000
Implementation services	$45,000 to $48,000

ANCHIN
Your Expert Partner

Example 1: Allocating transaction price based on standalone selling price (Continued)

ABC's policy is to use the midpoint of its narrow range of observable stand-alone selling prices when stated contract prices fall outside the established ranges when performing the relative stand-alone selling price allocation.

Transaction Price Allocated as Follows:

Performance obligation	Stated Price	Stand-alone selling price	Selling price ratio	Price allocation
One year of SaaS	$450,000	$480,000	91.1%	$455,500
Implementation	50,000	46,500	8.9%	44,500
	$500,000	$526,500	100%	$500,000

ANCHIN
Your Expert Partner

Example 2: Estimating standalone selling price – with material rights/options

XYZ Company enters into 100 contracts to provide a perpetual license for $20,000 and one year of PCS for $4,000, both of which are equal to their stand-alone selling price. Each contract provides Customer the option to renew the annual PCS for $2,000 for two additional years. XYZ concludes that the license and the PCS are separate performance obligations.

- XYZ also concludes that each renewal option provides a material right to the customer that it would not receive without entering into the contract because the discount is significant to what the company charges other similarly situated customers.

- XYZ expects 90 customers to renew at the end of Year 1 (90% of contracts sold) and 81 customers to renew at the end of Year 2 (90% of the 90 customers that renewed at the end of Year 1)

ANCHIN
Your Expert Partner

Example 2: Estimating standalone selling price – with material rights/options (Continued)

- XYZ estimates the stand-alone selling price for each material right as follows:

Option	Discount	Probability of renewal	Stand-alone selling price
Renewal Option 1	$2,000	90%	$1,800
Renewal Option 2	$2,000	81%	$1,620

- Transaction price is therefore allocated as follows:

Performance obligation	Stand-alone selling price	Allocation %	Allocated consideration
Perpetual license	$20,000	73.0%	$17,520
PCS Year 1	4,000	14.5%	3,480
Material right - renewal 1	1,800	6.5%	1,560
Material right - renewal 2	1,620	6.0%	1,440
	$27,420	100.0%	$ 24,000

ANCHIN
Your Expert Partner

STEP 5 – RECOGNIZE REVENUE WHEN (OR AS) THE PERFORMANCE OBLIGATIONS ARE SATISFIED

- Recognize revenue when (or as) the entity satisfies its performance obligations by transferring a promised good or service to a customer.
- The performance obligation may be satisfied over time or at a point in time.

- Revenue is recognized over the life of the contract if any **ONE** of the criteria below are met:
  1. Customer simultaneously receives and consumes benefits as work is performed
  2. Customer controls the asset as the entity creates or enhances the asset
  3. There is no alternative use to the asset created and there is an enforceable right to payment for the work performed

Software as a Service (SAAS)

SaaS is generally recognized over time as the customer consumes and receives the benefit throughout the contract period from its access of the hosted software.

Example: Software as a Service

SaaS Provider enters into a contract with a customer to provide Customer with access to its hosted research application for three years on a SaaS basis – i.e. assume the customer does not have the right to take possession of the hosted software and there are no other promised goods or services in the contract.

Analysis:

SaaS provider concludes that its performance obligation to provide SaaS is satisfied over time on the basis that the customer receives and consumes benefits from SaaS Provider's performance of providing access to the hosted application as SaaS Provider performs – i.e. customer benefits from having the research tool available to it whenever needed during the hosted arrangement period.

ANCHIN
Your Expert Partner

Example: Software as a Service and non-distinct services

ABC enters into a contract with Customer B to provide customer with access to its hosted research application for five years on a SaaS basis – i.e. customer does not have the right to take possession of the hosted software.

Customer B needs access to a research tool that can meet certain specifications before it can migrate from its legacy research tool. ABC agrees, as part of the contract, to develop and implement the necessary additional search functionality to its hosted application before Customer B goes live with the research tool in one year. ABC commences with customization work immediately after contract inception.

Example: Software as a Service and non-distinct services (Continued)

Analysis:

ABC frequently sells access to SaaS on a stand-alone basis (i.e. without customization or other professional services) and has concluded that its performance obligation to provide SaaS is satisfied over time.

ABC also concludes that the customization services, which involves proprietary knowledge of and access to its existing software code, and the SaaS offering in this contract are not distinct from each other – i.e. they constitute a single, combined performance obligation. Therefore, the combined obligation is satisfied over time, on the same basis as it had previously concluded its SaaS offering, when sold on a stand-alone basis, is satisfied over time.

ANCHIN
Your Expert Partner

Technical Support and Software Updates

Consider the nature of the performance obligation whether it represents a commitment to “stand ready” during the performance period (recognized over time), or whether there is an explicit or implied performance period or implied performance event (recognized point in time as long as there is a clear pattern of fulfilling its update obligation).

Some examples of stand-ready obligations (**recognized over time**) include:

- Promises to transfer unspecified software upgrades at the software vendor’s discretion;
- Provide when-and-if available updates to previously licensed intellectual property based on advances in research and development of the software

Some examples of **point in time** recognition include:

- Providing specified upgrades or enhancements as part of a software or SaaS Contract.
- Specified upgrades that provide additional or upgraded functionalities that are significantly different, significantly improved and/or independent from the original functionalities of the software.

OTHER TOPICS AND
CONSIDERATIONS

Costs to Fulfill a Contract (ASC 340-40)

Costs to Fulfill a Contract (i.e. Setup Costs/Implementation Costs) shall be capitalized if:

1. The costs relate directly to a contract (or a specific anticipated contract),
2. The costs generate or enhance resources of the entity that will be used in satisfying (or in continuing to satisfy) performance obligations in the future, and
3. The costs are expected to be recovered

- Entities providing software licensing and SaaS arrangements are required to capitalize costs related to set-up activities, as such costs do not relate to satisfying a performance obligation; provided that they meet the three criteria enumerated above.

Costs of Obtaining a Contract (ASC 340-40)

Costs of Obtaining a Contract (i.e. Commissions, Bonuses, etc.) shall be capitalized if:

1. The costs are incremental (only incurred if contract obtained), and
2. The costs are expected to be recovered

When contract costs between the original contract and renewals are not commensurate, adjustment to the amortization of the original contract costs should be considered.

ANCHIN
Your Expert Partner

Example: Incremental Costs of Obtaining a Contract

The sales team receives quarterly bonuses based on meeting specific revenue targets that are established at the beginning of each quarter.

- *Is the quarterly bonus considered an incremental cost to obtain a contract?*

Analysis:

- If the revenue targets established include factors other than those relating to obtaining new contracts, then the bonus would not be incremental.

- If the bonus payment is based solely on achieving a cumulative target of new contracts obtained during the quarter, it would likely be an incremental cost as it is essentially a delayed commission payment.

ANCHIN
Your Expert Partner

Amortization of Capitalized Contract Costs

- Amortization is based on a systematic basis that is consistent with the transfer to the customer of the goods or services to which the asset relates.

- The amortization period requires judgment similar to estimating the amortization or depreciation period for other assets (such as a customer relationship period or expected renewal periods based on available history).

ANCHIN
Your Expert Partner

Example: Renewal Commission not Commensurate with Initial Commission

The vice-president of sales is paid a $10,000 commission for each initial annual SaaS contract obtained with a customer and $5,000 for each annual renewal. There are no significant differences between the services provided under the initial and renewal contracts. The company expects the customer to renew the contract based on historical experience with these type of transactions and the average customer life is five years.

Analysis: Since the renewal commission is not commensurate with the initial commission, the initial commission should be amortized over a period longer than the initial contract term, which in this case would be the average customer life of five years.

The company could amortize the initial $10,000 commission over the average customer life of five years, or it could separate the initial commission of $10,000 into two components and amortize $5,000 over the initial annual contract term and the remaining $5,000 over five years.

ANCHIN
Your Expert Partner

Gross/Net Reporting of Revenue

Indicators to assist entities in determining whether it controls the good or service before it is transferred to the customer are:

1. The entity is primarily responsible for fulfilling the promise
2. The entity has inventory risk
3. The entity has discretion in establishing price

ANCHIN
Your Expert Partner

Gross/Net Reporting of Revenue (Continued)

- An entity that is a **Principal (Gross Reporting)** obtains control of any one of the following:
  - A right to a service to be performed by the other party, which gives the entity the ability to direct that party to provide the service to the customer on the entity's behalf
  - A good or service from the other party that it then combines with other goods or services in providing the specified good or service to the customer

- An entity is an **Agent (Net Reporting)** if:
  - The performance obligation is to arrange for the provision of the specified good or service by another party.
  - It does not control the specified good or service provided by another party before that good or service is transferred to the customer.

ANCHIN
Your Expert Partner

Resources for ASC 606 Specific to Software and Technology

- https://frv.kpmg.us/content/dam/frv/en/pdfs/2017/N57_Revenue_for_software_and_SaaS.pdf
- https://www.pwc.com/us/en/cfodirect/assets/pdf/in-depth/us2017-13-revenue-606-implementation-software-industry.pdf
- https://www.ey.com/publication/vwluassetsdld/technicalline_04373-171us_revrec_technology_20july2017/$file/technicalline_04373-171us_revrec_technology_20july2017.pdf?OpenElement

ANCHIN
Your Expert Partner

Dan Shea, CPA
Partner
Quality Control Department
daniel.shea@anchin.com

Chris Noble, CPA
Partner and Leader
Technology Industry Group
christopher.noble@anchin.com